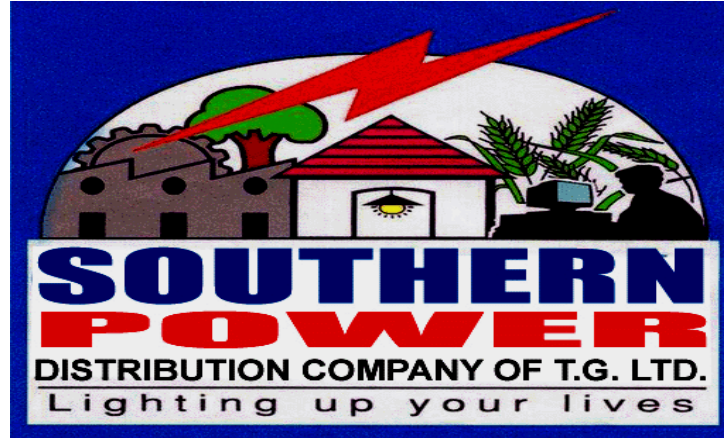


**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED  
HYDERABAD**



**REQUEST FOR PROPOSAL**

**Implementation of Upgradation & Migration of existing SAP System to S/4 HANA, in  
TSSPDCL, Hyderabad, Under IPDS Phase –II, IT Enablement Project.**

**RFP Bid Document No: CGM/IT/TSSPDCL/HYD/ERP/S/4HANA/02/2018-19**

**The Chief General Manager/ IT  
Southern Power Distribution Company  
of Telangana Limited,**

**Phone: 040-23431276,1287, 1274.  
1st Floor, Corporate office,  
Mint Compound, Hyderabad-500063.**



**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD.**

**e-Procurement Tender Notice:**

TSSPDCL intends to take up "**Implementation of Upgradation & Migration of existing SAP System to S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project**", by calling Tenders on e-procurement platform. The details are as tabulated below.

<b>Sl. No.</b>	<b>Name of the work</b>	<b>Specification No.</b>	<b>Date &amp; time of downloading tender document</b>	<b>Closing Date &amp; time for submission of bid</b>
1.	Implementation of Upgradation & Migration of existing SAP System to S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project	CGM/IT/ TSSPDCL/ HYD/ ERP/S4HANA /02/2018-19	16.03.2019 from 11:00 hrs to 01.04.2019 Up to 17:00 hrs	02.04.2019 at 12:00 hrs

For further details regarding detailed tender notification, specifications and digital certificate please visit [www.eprocurement.telangana.gov.in](http://www.eprocurement.telangana.gov.in), [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in) & [www.tssouthernpower.com](http://www.tssouthernpower.com) .

**Phone: 040-23431276, 1287, 1274.**

**CHIEF GENERAL MANAGER/IT**

**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD.**  
**Hyderabad**

**REQUEST FOR PROPOSAL (RFP)**

**Tender specification No. CGM/IT/TSSPDCL/HYD/ERP/S/4 HANA/02/2018-19**

TSSPDCL invites bids from eligible bidders for Implementation of Upgradation and Migration of existing SAP System to S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project, as defined in the bid document. The work is being carried out under IPDS Phase-II, IT Enablement Project.

2. Brief description of “the works” is as follows:

<b>Sub-Project No.</b>	<b>Name of the work</b>	<b>Estimated cost (Rs. in Lakh)</b>	<b>Project implementation period</b>	<b>Bid security (2%) (Rs. in Lakh)</b>
CGM/IT/ TSSPDCL/ HYD/ERP/ S4 HANA /02/2018-19	Implementation of Upgradation and Migration of existing SAP System to S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project.	600.00	10months	12.00

3. All the interested bidders may visit [www.eprocurement.telangana.gov.in](http://www.eprocurement.telangana.gov.in) [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in) & [www.tssouthernpower.com](http://www.tssouthernpower.com) to view and download the tender documents free-of-cost from **16.03.2019 from 11:00 Hrs. to 29.03.2019 Hrs.**

4. Those who are interested to submit bids will have to register in the above-mentioned site and also have to obtain Digital Certificates. The details and procedure for obtaining digital certificate are mentioned in the website or contact the helpdesk of the site.

**CONTENTS OF TENDER SCHEDULE:**

**RFP Bid Document No: CGM/IT/TSSPDCL/HYD/ERP/S/4 HANA/02/2018-19**

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**Notice Inviting Tender (NIT) Details:**

**RFP Bid Document No: CGM/IT/TSSPDCL/HYD/ERP/S4 HANA/02/2018-19**

S. No	Description	Details
1	Department Name	Southern Power Distribution Company of Telangana Limited
2	Office Address	<b>Chief General Manager/IT, 1<sup>st</sup>Floor, Corporate Office, Mint Compound, HYDERABAD</b>
3	RFP/Bid Number	<b>CGM/IT/TSSPDCL/HYD/ERP/S4HANA/02/2018-19</b>
4	Tender Subject	Implementation of Upgradation & Migration of existing SAP System to S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project.
5	Estimate Contract value	<b>Rs. 600.00 Lakhs</b> (Rupees Six Hundred Lakhs only)
5 (a)	Type of quotation	<b>Item-wise Rates (The bidder has to quote as Item- wise rates in Financial bid duly signed )</b>
6	Period of Work	Within 10 months from the date of LOA.
7	Tender Type	Open
8	Tender Category	Implementation of Upgradation & Migration of existing SAP System to S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project.
9	Bid Security (INR)	<b>Rs. 12 Lakhs (Rupees Twelve Lakhs only)</b>
10	Bid Security Payable to	In the form of DD in favor of Pay Officer/TSSPDCL/Hyderabad (or) <b>BG from Nationalized/Scheduled bank as per Annexure-VIII</b>
11	Schedule Sale opening date	<b>16.03.2019 at 11:00 Hrs.</b>
12	Pre-Bid Meeting Date	<b>22.03.2019 at 11:00Hrs.</b>
13	Schedule Sale Closing Date	<b>01.04.2019 at 17:00 Hrs.</b>
14	Bid Submission Closing Date	<b>02.04.2019 at 12:00 Hrs.</b>
15	Technical Bid Opening Date	<b>02.04.2019 at 15:00 Hrs.</b>
16	Price Bid Opening Date (Financial Bid Stage)	<b>10.04.2019 at 12:00 Hrs.</b>
17	Place of Tender Opening	Corporate Office, TSSPDCL, Hyderabad.
18	Officer Inviting Bids	Chief General Manager/IT
19	Address & Email.ID	<b>Chief General Manager/IT, 1<sup>st</sup>Floor, Corporate Office, Mint Compound, HYDERABAD <a href="mailto:cgmit@tssouthernpower.com">cgmit@tssouthernpower.com</a></b>
20	Contact Details	<b>040-23431276,1287, 1274</b>

21	Eligibility Criteria	<p>2.1 The bidder should have successfully executed at least three S/4 HANA implementation projects out of which at least one should be an upgradation to S/4 HANA, during the last 5 years period. A latest performance certificate should be submitted, that was issued by the competent officer.</p> <p>2.2 The Bidder should be a CMM/CMMI Level 5 latest certified company. (Proof: Copy of certification from authorized certification body).</p> <p>2.3 Proof of having registered office in Telangana.</p> <p>2.4 The Bidder shall have minimum average annual turnover of Rs.500 Crores in last five financial closing years. A certificate to that effect shall be obtained from any Chartered Accountant and shall be uploaded.</p> <p>2.5 The Bidder shall be profit making during the last three financial years and to this effect shall upload audited Balance Sheet and P&amp;L Account Statements of the last three financial years. Joint ventures may not be preferred.</p> <p>Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms statements and attachments submitted in proof of qualification requirements and/ or record of poor performance such as not properly completing the contract, inordinate delays in works completion, litigation history or financial failure etc.</p> <p>Notwithstanding anything stated above, TSSPDCL reserves the right to assess bidder's capability and capacity to perform the contract should circumstances warrant such as assessment in the overall interest of the Department.</p>
23	Procedure for Bid Submission	<p><b>Bids shall be submitted online</b> on <a href="http://www.eprocurement.telangana.gov.in">www.eprocurement.telangana.gov.in</a>, <a href="http://www.tender.telangana.gov.inplatform">www.tender.telangana.gov.inplatform</a>.</p> <p>(Technical bids in online &amp; Offline and the price bids shall submit in online only).</p> <ol style="list-style-type: none"> <li>1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website <a href="http://www.eprocurement.telangana.gov.in">www.eprocurement.telangana.gov.in</a>, <a href="http://www.tender.telangana.gov.in">www.tender.telangana.gov.in</a>.</li> <li>2. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.</li> <li>3. The bidders who are desirous of participating in Tender shall submit their technical bids, price bids as per the standard formats available at the <a href="http://www.tssouthernpower.com">www.tssouthernpower.com</a>.</li> <li>4. The bidders should submit the following documents in support of technical bids. The bidders shall sign on all the statements, documents certificates, owning responsibility for their correctness/authenticity: <ol style="list-style-type: none"> <li>a) Bid Security should be furnished <ol style="list-style-type: none"> <li>i) In the form of DD in favour of Pay Officer/TSSPDCL/ Hyderabad (or) Alternatively, BG from Nationalized/Scheduled bank in favor of Chief General Manager/IT/TSSPDCL/ Hyderabad as per Annexure-VIII enclosed.</li> <li>ii) If exempted give details of Bid Security Exemption in case of Govt. firms.</li> </ol> </li> <li>b) Financial Turnover certified by CA for 5 years, as per latest RBI guidelines.</li> <li>c) Duly filled and signed Proforma as per Annexure-X.</li> </ol> </li> </ol> <p>The copies of certificates, documents, original Demand Drafts in respect of Bid Security are to be submitted by the bidder to the Chief General Manager/IT/TSSPDCL, so as to reach before the date and time of opening of the technical bid. Failure to furnish any of the documents, certificates, before the date and time of opening of technical bid will entail in rejection of the bid. The Department shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the tenderer are found to be false/fabricated/bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p>
24	Rights reserved with the Department	TSSPDCL reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore. TSSPDCL also reserves the right to split the tender and place contract on more than one bidder at its discretion.
25	General Terms & Conditions	As per tender documents.

**Chief General Manager/IT,  
1st Floor, Corporate Office,  
Mint Compound,  
HYDERABAD-63.**

**Section-1**

**INSTRUCTIONS TO BIDDERS**

## **SECTION-1: INSTRUCTIONS TO BIDDERS**

The Ministry of Power, Government of India notified "Integrated Power Development Scheme" (IPDS) for power utilities envisaging schemes for Enterprise Resource Planning (ERP) and IT enablement of balance urban towns not covered under RAPDRP part-A project.

As part of this IPDS Programme, TSSPDCL proposes to upgrade its existing SAP system to S/4 HANA.

### **1. SCOPE OF BID**

1.1 The TSSPDCL (referred to as Customer/Employer in this document) invites bids for "Upgradation & Migration of existing SAP system of TSSPDCL to S/4 HANA".

### **1.2 SCOPE OF WORK**

The Scope of project is the Upgradation & Migration of existing SAP system of TSSPDCL to S/4 HANA, which includes the following

- a) Upgradation of SAP ERP to the latest version of S/4 HANA with Database Migration to HANA.
- b) Upgradation of SAP BW to the latest version with Database Migration to HANA. New set up of SAP BO with required dash board
- c) Upgradation of DMS to the latest version with MAX DB database.
- d) Upgradation of Solution Manager & SAP GRC to the latest version with HANA database.

The Detailed Scope of Work is mentioned in Section - 4 of this Tender document.

### **2. ELIGIBLE BIDDERS**

- 2.1 This Invitation for Bids is open to all eligible bidders. Any materials, equipment, and services to be used in the performance of the Contract shall have their origin in India.
- 2.2 All bidders shall provide as in forms of Bid and qualification information, a Statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Bidder or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract.
- 2.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **3. ELIGIBILITY CRITERIA**

- 3.1 The bidder should have executed at least three S/4 HANA implementation projects out of which at least one should be an upgradation project to S/4 HANA, during the last 5 financial years.  
(Proof: Necessary Purchase order/LOI/Contract/Certification on client Letter head/ Performance certificate issued by the competent officer to be submitted as proof of services provided for the last 5 financial years)
- 3.2 The bidder should be an authorized SAP Service Partner (Authorization letter from OEM in original specifying this tender number shall be enclosed in case of Authorized Service Partner) dealing with implementation and maintenance of SAP projects for a minimum period of 5 years in India as on the date of bid opening.
- 3.3 The Bidder should be a CMM/CMMI Level 5 latest certified company.  
(Proof: Copy of certification from authorized certification body).
- 3.4 The bidder should have capacity to engage SAP's Premium Engagement services.



- 3.5 The Bidder shall have a registered office in Telangana. A proof of the same shall be uploaded.
- 3.6 The Bidder shall have a minimum average annual turnover of **Rs.500** Crores in the last five financial closing years. A certificate to that effect shall be obtained from any Chartered Accountant and shall be uploaded.
- 3.7 The Bidder shall be profit making during the last three financial years and to this effect shall upload audited Balance Sheet and P&L Account Statements of the last three financial years. Joint ventures may not be preferred.
- 3.8 The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, commercial Information and attend meetings on behalf of the company.
- 3.9 The bidder must not have been blacklisted by the Central or any State Government or Any of their institutions.
- 3.10 The Bidder firm should be registered for Service Tax under Finance Act, 1994 and should submit documentary evidence of the same.

**Documentary evidence for the following must be submitted:**

Proof of Financial Turnover certified by CA for 5 years, as per latest RBI guidelines

- a) Contract/Work/Engagement orders indicating the details of assignment, client, value of assignment, date of award etc.;
- b) Certificate of registration of the Company/Agency;
- c) Details of key personnel proposed to be engaged in the project.

**4. To qualify for a package of contracts made up of this and other contracts for which bids are invited, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.**

- 4.1 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
  - Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
  - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completions, litigation history, or financial failures etc. in earlier works executed with the respective Customers other Customer/company.
  - If they have been executing similar nature of work in the respective Customers and have not been completing the work as per the work programme i.e., as per the milestones of the agreement.
  - Been black listed by any Power Utility or Government or any other Government body.

**5. COST OF BIDDING**

- 5.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs

**6. ESTABLISHMENT AND COORDINATION:**

- 6.1 BIDDER has to establish their offices including deployment of requisite manpower, vehicles and other infrastructure to supervise the project suitably at circle/district level to oversee the project for smooth interface with utility and contractor on day to day basis.
- 6.2 BIDDER shall establish a well-equipped office, having sufficient no. of computers, fax machine, photocopier, telephone, internet connection etc., in the vicinity of the Customer Corporate Offices.

- 6.3 The personnel deployed for this project should be exclusively for this project only.
- 6.4 The Project Group Manager shall work as Team leader and coordinate with the designated persons in the utility. The BIDDER team shall be available in office(s) on all of the utility working days. Leave policy of the BIDDER team shall be according to their parent firm policy.
- 6.5 BIDDER should attend all the meetings conducted by the Customers, by making their own arrangements. No extra payment will be made in this regard.

## **7. SITE VISIT**

- 7.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit, examine/study the existing system and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the project. The cost of visiting the Site shall be at the Bidder's own expense.
- 7.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by the Customer. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Employer, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

## **B. BIDDING DOCUMENTS**

### **8. CONTENT OF BIDDING DOCUMENTS:**

- 8.1 The set of bidding documents comprises the documents listed in the contents of tender schedule and addenda issued.

### **9. CLARIFICATION OF BIDDING DOCUMENTS**

- 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by e-mail (hereinafter "cable" includes telegram) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification, which he received earlier than **15 days** prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all Employers of the bidding documents, including a description of the enquiry but without identifying its source "**Annexure VI**"

### **10. AMENDMENT OF BIDDING DOCUMENTS**

- 10.1 Before the deadline for submission of bids, the Employer may modify the Bidding documents by issuing addenda will be posted in [www.tssouthernpower.com](http://www.tssouthernpower.com).
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded in [www.tssouthernpower.com](http://www.tssouthernpower.com)
- 10.3 To give prospective bidder reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

## **C. PREPARATION OF BIDS**

### **11. LANGUAGE OF THE BID**

All documents relating to the bid shall be in the English language

### **12. DOCUMENTS COMPRISING THE BID**

The bid submitted by bidder shall be of double packet comprising of the following.

- (a) **Technical Bid:** Technical bid consists of bid security and qualification information with necessary supporting documents.
- (b) **Price Bid:** Price bid consists of the Commercial Template and bid document.

### **13. BID PRICES**

**13.1** All the prices would be quoted only in Indian Rupees (INR) currency.

- a. Prices/ Rates shall be written both in words and in figures. There would not be errors and/ or over-writings. Corrections/ alterations, if any, would be made clearly and initialed with date.
- b. The prices and discounts quoted by the Bidder in the Price Schedule/ Commercial/ Financial Bid shall conform to the requirements specified therein.
- c. All Bidders' service categories in the Financial Bid must be listed and priced separately. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with the provisions of bid document.
- d. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid including any discounts offered.
- e. Prices quoted by the Bidder shall be fixed during currency of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- f. Unless otherwise indicated in the bid document, prices quoted shall correspond to 100% of the services to be provided.

### **13.2 Taxes & Duties**

- (a) The bidder shall be familiar with the tax laws of the country, unless otherwise specified in the contract.
- (b) GST as applicable to services that are not directly provided to the employer such as transport, insurance etc. must be included in the unit price only.
- (c) The unit rate arrived by the Bidder must be exclusive of all taxes.
- (d) The 1% Workers' Welfare Cess included in the rate will be recovered from Contractor bills for remittance to the Government
- (e) The applicability of all taxes and appropriate rates must be ascertained by the Bidder before submitting his bid
- (f) The prices shall be firm during currency of the contract.
- (g) The variation in taxes and duties if any is not applicable for bought out items / material.
- (h) Beyond the date of schedule contract agreement period any increase in statutory levies shall be to the account of bidder.

### **14. CURRENCIES OF BID AND PAYMENT**

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

14.2 The BIDDER shall raise invoices for services rendered in triplicate as per payment schedule to the respective controlling officers, who will forward the bills to the paying authority through the Nodal Officer/Chief General Manager/IT. The payment for above work will be made by Pay Officer, of the respective Customer after verification of bills by the Nodal Officer/CGM(IT) designated for the purpose.

## 15. BID VALIDITY

- 15.1 Bids shall remain valid for a period not less than **90 days** after the deadline date of bid submission specified. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, under this Section in all respects.

## 16. BID SECURITY

- 16.1 The Bidder shall furnish, as part of its bid, a Bid Security of **Rs. 12 Lakhs (Rupees Twelve Lakhs only)**. This amount should be paid by way of a crossed demand draft drawn on any scheduled bank in favor of the Pay Officer, TSSPDCL and payable at headquarters of the **Employer**. The crossed DD should invariably be furnished along with the bids. Alternatively, the bidders may furnish a **B.G. from any nationalized/scheduled bank** in original in lieu of DD as per the proforma attached. Fax / photocopies of the bid security will not be accepted and will be rejected.
- 16.2 The fact of having enclosed bid security by DD/BG along with the bid should be clearly super scribed on the bid envelope.
- 16.3 Submission of BID SECURITY by way of cheque, cash, money order, call deposit will not be accepted and will be considered as disqualification.
- 16.4 Payment of BID SECURITY will be waived at the discretion of the Customer in the case of fully owned Government undertaking of the Central or State Government. Such undertakings should immediately apply and obtain exemption before submitting their Bids. They need only refer to the details of such exemption in their Bids. Exemption accorded by any organization other than respective Customers will not be considered.
- 16.5 Requests for exemption from payment of BID SECURITY will not be entertained in any other case.
- 16.6 Any bid not secured as above will be rejected by the Employer.
- 16.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity prescribed by the Employer.
- 16.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract.
- 16.9 **The Bid Security may be forfeited:**
- (a) if a Bidder:
- i. Withdraws its bid or alters its prices during the period of bid validity specified by the Bidder on the Bid Form, or
  - ii. Offers post Bid rebates, revisions or deviations in quoted prices and / or conditions or any such offers which will give a benefit to the Bidder over others will not only be rejected outright but the original Bid itself will get disqualified on this account and the Bidder's BID SECURITY will be forfeited.
- (b) In the case of a successful Bidder, if the Bidder fails:
- i. To sign the contract in accordance with Clause No.35.
  - ii. To furnish performance security in accordance with Clause No.36.
- 16.10 In cases where the Bid Cover Contains superscription of having furnished Bid Security by way of DD/BG but if the same is not found within, such Bids will be rejected and bidder will run the risk of being banned.
17. No interest will be paid by the Customers on the Bid Security deposited.
18. If the lowest bidder backs out at the time of agreement, penalty of forfeiture of EMD will be imposed and business of the agency will be suspended for one year with all the Departments in Telangana.

## 19. ALTERNATIVE PROPOSALS BY BIDDERS

19.1 Bidder shall submit offers that comply exactly with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. **Alternative offers with any conditions will not be considered.**

## 20. FORMAT AND SIGNING OF PRICE BID

20.1 The Bidder shall furnish information as described in the form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the Bid and to contract execution if the Bidder is awarded the contract.

## **D. SUBMISSION OF BIDS**

### 21. Submission, Sealing and Marking of Bids.

21.1 The Bidders are requested to submit their bid in two parts as under:

i). **The Part – I consists the following documents**

S. No.	Document Type	Document Format
<b>Fee Details (In sealed cover-1)</b>		
1	Earnest Money Deposit	Demand draft/Bank Guarantee/Valid exemption certificate
<b>Pre-Qualification Documents (In sealed cover-1)</b>		
1.	Eligibility Criteria References	As per format given in <b>Annexure II</b>
2.	Bidder's Authorization Certificate	As per format given in <b>Annexure III</b>
3.	Self-declaration – no blacklisting	As per format given in <b>Annexure IV</b>
4.	All the documents mentioned in the "Eligibility Criteria" in support of the eligibility.	Requisite supporting documents meeting eligibility criteria as specified in Section-I
<b>Technical Bid Documents ((In sealed cover-1)</b>		
1.	Technical Proposal Submission form	On Bidder's original letter head and as per format provided in <b>Annexure I-A</b> and duly signed by authorized signatory as per <b>Annexure III</b>
2.	Bidder's organization Profile	Brief organization profile of the Bidder
3.	Firm's references to showcase relevant experience along with necessary proofs and credentials	As per <b>Annexure I-B</b>
4.	Details of Team composition, qualification and experience	As per <b>Annexure I-C</b>
5.	Signed and latest CVs of proposed Bidders format	As per <b>Annexure I-D</b>

ii). **The Part-II : Price Bid – containing Prices**

(iii) The Part-I of tender should be furnished in a sealed cover super scribing tender enquiry number, name of material, name of the bidder and date of tender opening

(iv) Part-I of the bid will be opened on the due date of tender opening. In case the bidders have been granted Bid Security exemption (clause-16), documentary evidence for the same must be furnished. The firms whose Bid Security is not received as specified in the tender document, the price bids will not be opened and their bids will be rejected summarily.

(v) The price bids of only those bidders whose technical bids, on examination, are determined to be technically and commercially acceptable and meeting the specified Qualification Criteria will be opened at a later date.

### **Sealing and Marking of Bids**

21.2 The Bidder shall seal the original in separate envelope, duly marking envelope as "ORIGINAL".

**21.3 The inner and outer envelopes will:**

- a) Be addressed to the Employer (TSSPDCL).
- 21.4 The sealed cover as well as the outer envelope should be super scribed as follows:
  - (a) Bid Enquiry No.
  - (b) Payment of Bid Security
    - (i) If paid, give details: D.D. No. Date:
    - (ii) If not paid or exempted, give details.
  - (c) Whether 120 days validity offered.....YES / NO
  - (d) Whether the quotation is made accepting Payment terms clause .... YES/NO
  - (e) Whether the bid is quoted in two parts (clause 21.1).... (YES/NO)
- 21.5 Bids not super scribed as above are liable to be rejected.
- 21.6 The Bidder shall invariably complete the Bid in full. Details to be furnished by the bidder and Schedule of Prices attached to the specification and enclose the same to the bid without fail.
- 21.7 The bids shall be in bound volumes (With the documents in the volume not detachable). All pages of the bid except in-amended printed literature shall be initiated by the person/persons signing the bid. The page number shall be referred in Index. All pages including literature, type test reports of the bid shall be numbered and the page numbers shall be continuous. Soft copy of the technical and commercial bids and designs with drawings shall be given in Floppy disc/ CD also. Summary sheet in the given format on the top of the bid duly signed and sealed by the bidder.
- 21.8 The time of actual receipt in the office only will count for the acceptance of the bid and either the date of bid, date stamp of post office or date stamp of any other office will not count. The TSSPDCL will not be responsible for any postal or any other transit delays.
- 21.9 Telegraphic quotations will not be entertained under any circumstances. Clarification, amplifications, and/or any other correspondence from the Bidder subsequent to the opening of bid will not be entertained. The Bidders are advised to ensure that their bids are sent in complete shape at the first instance itself.
- 21.10 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 21.11 If the outer envelope is not sealed and marked as required above, the Employer will assume no responsibility for the bid's misplacement or premature opening.

**22. Deadline for Submission of Bids.**

- 22.1 Bids together with modifications if any, or other withdrawals must be received by the Employer not later than the deadline for submission of bids specified in the Salient features of the Bid.
- 22.2 The Employer may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Employer and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**23. Late Bids**

- 23.1 Any bid received by the Employer after the deadline for submission of bids prescribed by the Employer will be rejected and returned unopened to the Bidder.

**23.2 Modification and Withdrawal of Bids.**

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Employer prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice will be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids. No bid may be modified after the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified. Withdrawal of a bid during this interval may result in the forfeiture of its Bid Security.

## **E. BID OPENING AND EVALUATION**

### **24. BID OPENING**

The Employer will open all the Technical Bids received in time. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Technical Bids will be opened at the appointed time and location on the next working day and evaluation of the Technical bid will be taken up.

#### 24.1 Bid Evaluation Methodology and Selection of Projects

#### 24.2 Bid Evaluation Methodology

The evaluation process comprises the following two steps:

- A. 1st Step – Prequalification (PQ)
- B. 2st Step – Technical evaluation
- C. 3rd Step – Financial Bid evaluation

#### **A. 1<sup>st</sup> step: – Prequalification (PQ)**

The Bidder shall submit the EMD in a separate Envelope. The same shall be submitted to the Authorised Representative before the Bid Deadline.

The Bidder shall submit original documents pertaining to EMD. Bids not accompanied by EMD as per the terms of the RFP shall be summarily rejected and no further evaluation will be carried out in respect of such Bids/Bidders

Any of the following conditions shall cause the Bid to be “Non-responsive”:

- i) Non submission of EMD in acceptable form/amount along with the response to RFP
- ii) Bids not received by the Bid Deadline.

#### **B. 2<sup>nd</sup> step: – Technical Bid Evaluation**

The Employer will open all the Technical Bids received in time. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Technical Bids will be opened at the appointed time and location on the next working day and evaluation of the Technical bid will be taken up.

#### **C. 3rd Step – Financial Bid evaluation**

The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of qualified in accordance with the provisions of section 1.

### **25. PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer’s processing of Bids or award decisions may result in the rejection of his Bid.

### **26. CLARIFICATION OF BIDS**

- 26.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the responses shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

- 26.2 Subject to above, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bidding opening to the time of the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

## **27. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 27.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined under this section (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract, or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non- confirming deviation or reservation.

## **28 VALUATION AND COMPARISON OF BIDS**

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive.
- 28.2 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variation, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 28.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 28 under this Section be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

## **29 Conflict of Interest**

- I. TSSPDCL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of TSSPDCL's procurement ethics, the bidders, Bidders, and contractor under contracts, observe the highest standard of ethics, TSSPDCL will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.
- II. It may be considered to be in a conflict of interest with one or more parties in the bidding process if
- a) They have controlling shareholders in common; or
  - b) It receives or have received any direct or indirect subsidy from any of them; or
  - c) They have the same legal representative for purposes of the Bid; or
  - d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.



### **30 Disqualification**

Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder /bid from the bid process if the bidder:-

- I. Has not submitted the bid in accordance with the bidding document.
- II. Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- III. During validity of the bid or its extended period, if any, increases his quoted prices.
- IV. Has imposed conditions in his bid.
- V. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- VI. Has submitted the bid after due date and time.
- VII. Has offered lesser number of resources than that is required for a service category.
- VIII. Is found to have a record of poor performance such as a abandoning work, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- IX. Has submitted bid which is not accompanied by required documentation and EMD.
- X. Has failed to provide clarifications related thereto, when sought.
- XI. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including for feature of the EMD.
- XII. Who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

### **31. Evaluation of Financial Bids**

The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of qualified in accordance with the provisions of section 1.

### **32. Negotiations**

- I. As a general rule, negotiations after opening of bids would be discouraged. However, negotiations may be under taken in exceptional circumstances, such as when the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.
- II. Negotiations shall not make original offer of the bidder ineffective.
- III. In case the lowest/best bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tendering authority may decide to make a written counter offer to the lowest/best bidder. If the lowest/best bidder does not accept the counter offer given by the tendering authority, the tendering authority may recommend for rejection of the bid or may repeat the process to make the same counter offer to second lowest/best bidder and soon to third, fourth lowest/best bidder, etc. till any bidder accepts it.

## **F. AWARD OF CONTRACT**

### **33. AWARD CRITERIA**

- 33.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible and (b) qualified.

### **34. EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY BID / ALL BIDS**

The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

### **35. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- 35.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of Bid validity period by writing or by e-mail by registered letter. This letter (hereinafter in the Conditions of Contract called the “**Letter of Acceptance**”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “**Contract Price**”).
- 35.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security to the Customers.
- 35.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. The agreement will be signed by the successful bidder and the Customer authorized Signatory **within 28 days** after receipt of the Letter of Acceptance (Notification of Award) by the successful Bidder.
- 35.4 The successful Bidder must produce GSTIN (Goods and Service Tax Identification Number) before the issue of Letter of Acceptance

### **36 PERFORMANCE SECURITY**

- 36.1 Within **21 days** of receipt of the Letter of Acceptance, the Successful Bidder shall deliver to the Customers, a Performance Security in any of the forms given below for an amount equivalent to **5% of the Contract price** of General Conditions of Contract.

Bank Guarantee in the form given in Section -2 in favor of Chief General Manager/IT, of Customer (TSSPDCL), which should be valid up to a period till 28 days beyond completion of intended date of completion of contract (10 months) + 6 months post go-live support.

**(Or)**

Bank Draft, in favor of Pay Officer, TSSPDCL, payable at Customer Headquarters (Hyderabad) drawn on any Nationalized / Scheduled Bank.

- 36.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by Nationalized / Scheduled Indian Bank and acceptable to the Employer.
- 36.3 Failure of the successful Bidder to comply with the requirements under this Section shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### **37. CORRUPT OR FRAUDULENT PRACTICES**

- 37.1 Employer expects that Bidders / Bidders / Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In Pursuance of this policy, the Employer:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
  - (ii) “**Fraudulent Practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  - (iii) Will reject a proposal for award if it is determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - (iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, if Employer at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing any Customer contract.

- 37.2 Furthermore, Bidders shall be aware of the provision stated in above Clauses and Sub-Clause of the General Conditions of Contract.

### **38. Monitoring of Contract**

- I. The bidder shall ensure that the required Man power as per the contract is deployed.
- II. If delay in providing the desired quality of people is observed a performance notice would be given to the selected bidder to speed up the deployment process.
- III. Any Change in the constitution of the firm, etc. Shall be notified forth with by the Contract or in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- IV. No new business partner/partners shall be accepted in the firm by the selected bidder in Respect of the contract unless he/they agree to abide by all its terms, conditions and Deposits with the tendering authority through a written agreement to this effect. The bidder's receipt for acknowledge mentor that of any partners subsequently accepted as above shall be in the all of them and will be sufficient discharge of or any of the purpose of the contract.
- V. The selected vendor shall not assign or let this contract or any substantial part there of to any other agency without the permission of tendering authority except the one with whom the Bidder has collaborated or the purpose of execution of the project.

### **39 Right to Vary Number of Resources**

- I. At the time the Contract is awarded, the number of people originally specified in the bidding document may be increased or decreased, provided this change does not exceed the limits/ceilings of minimum and maximum quantity as specified in S.No. II below.
- II. Unless otherwise specified in the bidding document, if the order is placed up to 25% in excess of the number of people required, the bidder shall be bound to meet the required number without any change in the rates quoted or other terms and conditions of the bid and the bidding document.
- III. Enhancement of the agreement value also may be made by TSSPDCL with the rates and conditions given in the entered agreement depending services required has to be enhanced as per the requirement of the utility. The terms & conditions applicable on the new people thus engaged will remain the same as those for the people engaged earlier.
- IV. If the tendering authority does not engage of these selected person/s or engages less number of people than the quantity indicated in the tender, the bidder shall not be entitled to claim any compensation and corresponding rate of designated service category/ person shall not be payable.

### **40. Responsibilities of the Man Power of selected bidder**

- a) The deployed manpower of the Bidder will maintain office decorum. They will be courteous, polite and cooperative.
- b) The deployed manpower will adhere to the office timings of the Employer and follow all rules, regulations and policies as decided by the Customers.
- c) The deployed manpower Bidder/Sub-Vendors will be responsible for any damage to equipments, property and third party liabilities caused by their act since the premise of the Customers. They will use all equipment only for the purpose of carrying out their legitimate business of the Customers and will not put to any other use. For any damages, the extent of damage as decided by the Customers will be final.
- d) The vendor will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award;
- e) The vendor & its designated man power will need to be able to work efficiently with senior management and officers of Customers;
- f) The vendor will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- g) The vendor and its designated man power shall bring their own laptops and data card for carrying out their activities.

### **41. Recoveries from vendor**

- a) Recovery of liquidated damages and penalties shall be made from bills and/or the first available opportunity.
- b) The Employer shall withhold amount to the extent of non-deployment of resources or non-performance of services until all the contractual service agreements are met satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with the Company.
- c) The balance, if any, shall be demanded from the Bidder and when recovery is not possible, the Employer shall take recourse to law in force.

## **Section-2**

### **FORMS & ANNEXURES**

## **TECHNICAL PROPOSAL–STANDARD FORMS**

### **Annexure I: Technical Bid Proposal Format:**

**Annexure I-A:** Technical Proposal submission forms

**Annexure I-B:** Firm's references.

**Annexure I-C:** Team composition and task assignments.

**Annexure I-D:** Format of Curriculum Vitae of proposed key professional staff.

**Annexure II: Eligibility Criteria references**

**Annexure III: Bidders Authorization Certificate**

**Annexure IV: Self-Declaration- No Blacklisting**

**Annexure V: Financial Proposal- Standard Forms**

**Annexure V-A:** Financial Proposal Submission Letter

**Annexure V-B:** Financial Bid Format

**Annexure VI: Pre-Bid Queries Format**

**Annexure VII: Draft Agreement Format**

**Annexure VIII: Bid Security Form**

**Annexure IX: Performance Security Bank Guarantee**

**Annexure X: Details to be furnished by the Bidder**

**Annexure I:**

**Technical Bid Proposal Format:**

<b>S.No</b>	<b>Item Description</b>	<b>UoM</b>	<b>Qty</b>	<b>Compliance Yes/No</b>
1	Upgradation and migration of existing SAP system to S/4 HANA which includes - i) Migration of SAP ERP (SAP ECC 6.0) database to HANA Database and Upgradation of existing SAP ERP (SAP ECC 6.0) application to S/4 HANA including recommended Fiori apps ii) Migration of SAP BW to HANA Database, upgrade to latest BW version iii) New set up of SAP BO, with required dash boards iv) Upgrade of SAP DMS to latest version with MAXDB database v) Upgrade of solution manager and SAP GRC to latest version with HANA database vi) Documentation, Knowledge transfer, Trainings and workshops	LS	1	

**Annexure I-A:**

**TECHNICAL PROPOSAL SUBMISSION FORM**

(on company's letterhead)  
FROM: (Name of Firm)

\_\_\_\_\_

[Location, Date]

To:  
**Chief General Manager/IT,  
1<sup>st</sup> Floor, Corporate Office,  
Mint Compound,  
HYDERABAD**

Reference: NIT No. \_\_\_\_\_ : Dated: \_\_\_\_\_

**Subject:** Implementation of Upgradation & Migration of existing SAP System to S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project.

Dear Sir/ Madam,

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed services. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**Annexure I-B:**

**FIRM'S REFERENCES**

1. Bidders shall submit details of their experiences in following table in regard to scope of work and eligibility criteria of this RFP.

Sl. No.	Name of utility where Assignment executed	Name of assignment	Scope of work of assignment details	Location of assignments	Duration of the assignments	Value of Works executing/executed
	1	2	3	4	5	6

PLACE:

SIGNATURE OF AUTHORISED  
SIGNATORY (BIDDER)

DATE:

COMPANY SEAL

NAME IN FULL  
DESIGNATION /  
STATUS IN THE FIRM  
ADDRESS OF BIDDER

**AnnexureI- C:**

**TEAM COMPOSITION AND TASK ASSIGNMENTS**

**List of Proposed Professionals:**

Sl. No.	Name	Proposed role	Qualification	Experience	Reference page no of complete details in document
1.					
2.					
3.					
4.					
5.					

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

(Authorized Representative)

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

Title: \_\_\_\_\_

Name of Firm \_\_\_\_\_

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



**AnnexureI- D:**

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

**Key Qualifications:**

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

**Education:**

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

**Languages:**

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ **Date:** \_\_\_\_\_

**[Signature of staff member and authorized representative of the Firm] Day/Month/Year**

Full name of staff member: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized Representative)  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name of Firm \_\_\_\_\_  
Address: \_\_\_\_\_

**Annexure II**

**ELIGIBILITY CRITERIA REFERENCES**

(To be enclosed with the technical bid)

**1. Turnover of the Bidder**

Name of the Bidder	Turnover of the Bidder				
	2013-14	2014-15	2015-16	2016-17	2017-18

Certified Copies of audited Balance sheets with Profit & Loss account statement for last 3 years must be enclosed along with the bid.

PLACE:  
SIGNATORY (BIDDER)  
DATE:  
COMPANY SEAL

SIGNATURE OF AUTHORISED  
  
NAME IN FULL  
DESIGNATION /  
STATUS IN THE FIRM  
ADDRESS OF BIDDER

**Networth**

Name of the Bidder	Networth of the Bidder				
	2013-14	2014-15	2015-16	2016-17	2017-18

Certified Copies of audited Balance sheets with Profit & Loss account statement for last 3 years must be enclosed along with the bid.

PLACE:  
SIGNATORY (BIDDER)  
DATE:  
COMPANY SEAL

SIGNATURE OF AUTHORISED  
  
NAME IN FULL  
DESIGNATION /  
STATUS IN THE FIRM  
ADDRESS OF BIDDER

## 1. Other Enclosures

Sl. No	Qualification Requirements	Details of qualifying parameters	Reference (pageno)
1	The Bidder must be a company registered under the Companies Act, 1956 or a partnership firm Registered under Partnership Act or a Proprietorship	Self-attested copy of the Certificate of Incorporation, Registration Certificate and Certificate of Commencement of Business	
2	The bidder should be registered with the GST department	GST registration certificate Income Tax registration Certificate/Pan Card	
3	The Bidder would deposit Earnest money along with the Technical bid.	<b>Details</b> Banker's Cheque/DD No: Bank & Branch: Date: OR Bank guarantee No.: Date: Bank & branch	
4	The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, commercial information and attend meetings on behalf of the company.	Letter of authorization Company's letter head.	
5	The bidder must not have been blacklisted by the Central or any State Government or any of their institutions.	The bidder should provide an undertaking (self-certificate) that The bidder hasn't been blacklisted by the Government or any of their Institutions.	

Signature: \_\_\_\_\_  
(Authorized Representative)

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

Title: \_\_\_\_\_

Name of Firm \_\_\_\_\_

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

**Annexure III**

**BIDDER'S AUTHORIZATION CERTIFICATE  
(To be enclosed with the technical bid)**

To,  
The CGM (IT.),  
TSSPDCL,  
Hyderabad

<Bidder's \_\_\_\_\_ Employee \_\_\_\_\_ Name>  
\_\_\_\_\_, <Designation>

\_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Bid of reference <Bidder Name, Dept& Date> \_\_\_\_\_. He is also authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -  
Authorized Signatory: -  
Seal of the Organization: -  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

Verified      Signature:

**Annexure IV**

**SELF-DECLARATION–NO BLACKLISTING**

(To be enclosed with the technical bid)

To,  
The CGM (IT)  
TSSPDCL,  
Hyderabad

In response to the Tender Ref No. \_\_\_\_\_ dated \_\_\_\_\_  
Providing qualified and competent Bidders for Implementation of Upgradation & Migration of existing SAP System to S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project” for a period of 10 months as an owner/ partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

**Annexure V**

**FINANCIAL PROPOSAL – STANDARD FORMS**

**Annexure V-A:** Financial Proposal submission form.

**Annexure V-B:** Financial Bid Format

**Annexure V-A:**  
**FINANCIAL PROPOSAL SUBMISSION LETTER**

(on company's letterhead)

[Location, Date]

FROM: (Name of Firm)

TO:

The CGM (IT)  
TSSPDCL,  
Hyderabad

Reference: NIT No. \_\_\_\_\_ : Dated: \_\_\_\_\_

**Subject:** Implementation of Upgradation & Migration of existing SAP System to S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project- Financial Proposal.

Sir/ Madam:

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the requirements. The quote/ price are exclusive of all costs likely to be incurred for executing this work. The prices are exclusive of all taxes which shall be paid extra, as per applicable law.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bid document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We agree to all the terms & conditions as mentioned in the RFP bid document and submit that we have not submitted any deviations in this regard.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,  
Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:



**AnnexureV-B:**

**FINANCIALBID FORMAT**

**RFP Bid Document No: CGM/IT/TSSPDCL/HYD/ERP/S4 HANA/02/2018-19**

**Financial Offer for Appointment of Agency for "Implementation of Upgradation & Migration of existing SAP System to S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project"[To be submitted in duplicate]**

To,  
The Chief General Manager /IT,  
TSSPDCL, Hyderabad.

SUB: Services for Upgradation & Migration of existing SAP System to S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project”

Dear Sir,

We are submitting our financial offer in duplicate as follows:

**Financial Proposal for Implementation of Upgradation & Migration of existing SAP System to S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project**

S.No	Item Description	Uo M	Qty	Unit Rate	Taxes and Duties on total qty.	Total in INR (Incl. taxes And duties)
1	Upgradation and migration of existing SAP system to S/4 HANA which includes - i) Migration of SAP ERP (SAP ECC 6.0) database to HANA Database and Upgradation of existing SAP ERP (SAP ECC 6.0) application to S/4 HANA including recommended Fiori apps ii) Migration of SAP BW to HANA Database, upgrade to latest BW version iii) New set up of SAP BO, with required dash boards iv) Upgrade of SAP DMS to latest version with MAXDB database v) Upgrade of solution manager and SAP GRC to latest version with HANA database vi) Documentation, Knowledge transfer, Trainings and workshops	LS	1			

**Note:**

1. The above quantities are arrived based on the data existing, which may vary after surveying by the successful bidder once the order is placed.
2. The quantities mentioned in this financial bid are baseline quantities which are arrived only for evaluation of tender value.
3. The payments will be made as per the actual executed in field, either less or more.
4. The L1 Bidder will be evaluated based on the value arrived on the proposal given for existing and delta charges combined.

Name

Authorized signatory

**Annexure VI**

**PRE-BIDQUERIESFORMAT**

**Nameof the Company/Firm:**

\_\_\_\_\_

TenderFee ReceiptNo. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_

**Nameof Person(s) Representingthe Company/Firm:**

Nameof Person	Company Name	Designation	Email-ID(s)	Tel.Nos.

**Query/ClarificationSought:**

S.No.	RFP PageNo.	RFP Clause/Section No.	ClauseDetails	Query/Suggestion/ Clarification

**Note:** - Queries must be strictly submitted only in the prescribed format (DOC or PDF) through email or printed form on or before **21.03.2019(one day before the Pre-Bid Meeting)**. Queries not submitted in the prescribed format and received after due date will not be considered/ responded at all by the tendering authority.

Annexure VII  
**DRAFT AGREEMENTFORMAT**

An agreement made this \_\_\_\_ (enter date of Agreement) between (enter your firm's name & address) (here in after called "the approved Bidder", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the <TENDERING AUTHORITY> which expression shall, where the contexts admits, be deemed to include his successors in office and assigns of the other part.

Whereas the successful bidder has agreed with the <tendering authority> to provide qualified and competent Bidder/Sub-Vendors for 3(1/2) years to the <tendering authority name and address> at its premises, all those articles set forth in Our Work Order No. \_\_\_\_\_ Dated \_\_\_\_\_ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And where as the successful bidder has deposited a sum of Rs. \_\_\_\_\_ in the form of Bank Draft No./Banker Cheque/Bank Guarantee No. \_\_\_\_\_ dated. \_\_\_\_\_ valid up to \_\_\_\_\_.

Now these Presents witness:

- 1) In consideration of the payment to be made by the <tendering authority> through cheque/ DD at the rates set forth in the Work Order hereto appended the successful bidder will duly provide the said Bidder/Sub-Vendors as set forth in Our Work Order No. \_\_\_\_\_ dated \_\_\_/ \_\_/20\_\_ thereof in the manner set forth in the NIT, Tender, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No. \_\_\_\_\_ dated. \_\_\_/ \_\_/20 \_\_ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. \_\_\_\_\_ dated \_\_\_\_\_ received from <bidder name> and letter Nos. \_\_\_\_\_ Dated \_\_\_\_\_ issued by the <tendering authority> and appended to this agreement shall also form part of this agreement.
- 4) The <tendering authority> do hereby agree that if the successful bidder shall duly provide the said Bidder/Sub-Vendors in the manner aforesaid to TSSPDCL in the said terms and conditions, the <tendering authority> will through cheque/ DD pay or cause to be paid to the approved service provider at the time and the manner set forth in the said conditions, the amount payable for each and every professional.
- 5) The deployment shall be affected and completed within the period as specified in the Work Order.
- 6) In case of extension in the deployment period with liquidated damages, the recovery shall be made on the basis of percentages of value of the service category (as mentioned in the bidding document) which the bidder has failed deploy.
- 7) All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the <tendering authority> and the decision of the <tendering authority> shall be final.

In witness where of the parties here to have set their hands on the \_\_\_\_\_ day of \_\_\_\_ (Year) .

Signature of the Approved  
Bidder/bidder

Designation:  
Date:

Witness No.1

Witness No.2

Signature for and on behalf of  
<tendering authority>

Designation:  
Date:

Witness No.1

Witness No.2

**Annexure VIII**

**BID SECURITY FORM**

Whereas. .... (hereinafter called "the Bidder") has submitted its Bid dated (date of submission of bid) for the supply of. ....(name and /or description of the Materials / equipment) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE. ....(name of bank) having our registered office at. ....(address of bank)(hereinafter called "the Bank"), are bound unto. ....(name of Employer) (hereinafter called "the Employer") in the sum of for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this      day of      20 .

THE CONDITIONS of this obligation are:

1. If the Bidder
  - a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - b) does not accept the correction of errors in accordance with the Bid Specification, or
2. If the Bidder, having been notified of the acceptance of its bid by the Employer during the period of bid validity;
  - (a) fails or refuses to furnish the performance security, in accordance with the Bid Specification.
  - (b) fails or refuses to execute the Contract Form if required; orWe undertake to pay the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after .....(Specification Date) the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

. ....

(Signature of the Bank)

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper issued by any **Nationalized/Scheduled Bank.**

**Annexure IX**

**PERFORMANCE SECURITY BANK GUARANTEE**

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Against contract vide advance acceptance of the Tender covering “Tender/ NIT Reference No. \_\_\_\_\_ dated \_\_\_\_\_ and Project Titled” \_\_\_\_\_” (hereinafter called the said 'contract') entered into between {Department name} (hereinafter called the Employer) and \_\_\_\_\_ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we \_\_\_\_\_ Bank Ltd., are holding in trust in favour of the Employer, the amount of Rs \_\_\_\_\_ (Rupees in words) to indemnify and keep indemnified the Employer against any loss or damage that may be caused to or suffered by the Employer by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/ or in the performance thereof.
2. We agree that the decision of the Employer, whether breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Employer shall be final and binding upon us and the amount of the said loss or damage shall be unconditionally paid by us forthwith on demand and without demur to the Employer.
3. We \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd, notwithstanding the fact that the same is enforced within ten months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd, by the Employer before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Employer.

4. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Employer.

5. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

6. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

7. We \_\_\_\_\_ Bank Ltd, further agree that the Employer shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Employer to the said Bidder or for any forbearance and or omission on the part of the Employer or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

WITNESSNO.1

-----  
(Signature)  
Full name and official  
and Address (in legible letters)  
with Bank stamp

Authorised Bank Representative

-----  
(Signature)  
Full name, designation  
Address (in legible letters)

WITNESS NO. 2

-----  
(Signature)  
  
Full name and official  
  
Address (in legible letters)

Attorney as per power of  
  
Attorney No.....  
  
Dated.....



**Annexure-X**

**DETAILS TO BE FURNISHED BY THE Bidder**

1. RFP No.	:	
2. Last date and time for submission of Bid	:	
3. Date and time for opening of Bid	:	
4. State whether Bid security is enclosed	:	
5. State whether the quotation in two parts has been submitted.	:	
6. Whether willing to furnish performance B.G. @ 5% if order is placed	:	
7. Prices whether Firm	:	
8. Financial Turnover certified by CA for 5 years as per RBI guidelines		
9. Whether any other tax / duty payable. If so give details and the same is included / not included.	:	
10. State whether TSSPDCL terms of payment are accepted.	:	
11. State whether 120 days validity offered	:	
12. Whether Bid security exemption letter enclosed, if exempted in case of Govt. firms.	:	
13. Firm's references to showcase relevant experience along with necessary proofs and credentials		
14. Details of key personnel proposed to be engaged in the project		
15. Whether Income-tax clearance certificate enclosed.	:	
16. Whether Penalty clause accepted	:	

Place :

Signature of the Bidder :

Date :

Name :

Business address :

**SECTION - 3**

**GENERAL CONDITIONS OF CONTRACT**

## **GENERAL**

### **1. DEFINITIONS**

Terms, which are defined in the Contract Data, are not defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

**Bill of Quantities** means the prices and completed Bill of Quantities forming part of the Bid.

**Completion Date** means the date of completion of the Works as certified by the Engineer.

**Contractor** means the bidder or corporate body whose bid to carry out the works has been accepted by the employer.

**Contract** means the contract between the Employer and the Contractor, the terms and conditions of which have been incorporated in the agreement to be executed between the two parties, to execute, complete and maintain the Works.

**Contract Data** defines the documents and other information which comprise the bid accepted by the Employer.

**Contractor's Bid** means the completed Bidding document submitted by the Contractor to the Employer consisting of Technical bid and Price bid.

**Contract Price** means the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; **months** are calendar months.

**Defect** is any part of the works not completed in accordance with the contract.

**Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

**Employer** means the party who will employ the Contractor to carry out the works.

**Engineer** means the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contract, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

**Equipment** means the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

**Initial Contract Price** means the Contract Price listed in the Employer's Letter of Acceptance.

**Intended Completion Date** means the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

**Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

**Start Date** is given in the Contract Data and is the date of receipt of the Letter of Acceptance by the contractor.

**Subcontractor** means a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.

**Variation** is an instruction given by the Engineer, which varies the Works.

The Works are what the Contract requires the Contractor to construct, install and turn over to the Employer, as defined in the Contract Data.

**Customer Nodal Officer:** Means the officer authorized to enter into agreement.

## **2.1 Extension in Delivery Period and Liquidated Damages (LD)**

- a) Except as provided under clause “Force Majeure”, if the Bidder fails to deploy the requisite manpower and providing of requisite services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the conditions of the Contract Price for each week or part thereof of delay until actual deployment of the manpower and providing of requisite services, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Employer may terminate the Contract pursuant to clause “Termination”.
- b) The time specified for services in the RFP bid document shall be deemed to be the essence of the contract and the successful Bidder shall arrange manpower for deployment within the specified period.
- c) The service provider shall request in writing to Nodal Officer giving reasons for extending the deployment period of manpower and providing requisite services if he finds himself unable to arrange requirement of award within the stipulated delivery period. This request shall be submitted as soon as a hindrance occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of deployment schedule after which such request shall not be entertained.
- d) The Nodal Officer shall examine the justification of causes of hindrance in the execution of award and the period of delay occurred due to that and recommends the competent authority on the period of extension which would be granted with or without liquidated damages.
- e) Normally, extension in deployment of manpower in following circumstances may be considered without liquidated damages:
  - When delay has occurred due to occurrence of some unfortunate event to any of the selected manpower

- When delay has occurred due to resignation of the selected manpower or accident or demise etc.
- f) It shall be at the discretion of the concerned authority to accept or not to accept the selected bidder after the expiry of the stipulated deployment period, if no formal extension in completion period has been applied and granted. The competent authority shall have right to cancel the contract with on the basis of contractual obligations not met.
- g) For any delay in project implementation, the liquidated damages shall be imposed at the rate of 0.5% per week, subject to a maximum of 5% of the total value of the contract.

### **3. Limitation of Liability**

Except in cases of gross negligence or willful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Employer; and
- b) The aggregate liability of the Bidder to the Employer, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to any obligation of the Bidder to indemnify the Employer with respect to patent infringement.

### **4. Change in Laws & Regulations**

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Telangana / India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Deployment Date and/ or the Contract Price, then such Deployment Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the BIDDER has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with clause “Contract Price”.

### **5. Force Majeure**

- a) The vendor shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that it is delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the vendor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the contractor shall promptly notify the department in writing of such conditions and cause thereof within 15 days of

occurrence of such event. Unless otherwise directed by Customer the contractor shall continue to perform its obligations under the contract as far as reasonably practical.

- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the Customer, the Customer may take the case with the contractor on similar lines.

## **6. . Change Orders and Contract Amendments**

- a) The Employer may at anytime order the Bidder/ selected vendor through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract if this becomes necessary.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery of Bidder/Sub-Vendors and the Contract shall accordingly be amended. Any claims by the selected vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the selected BIDDER/SUB-VENDOR receipt of the Employer’s change order.
- c) Prices to be charged by these selected vendor for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by these selected BIDDER/SUB-VENDOR for similar services.

## **7. TERMINATION**

### **7.1 Termination for Default**

- i. The tender sanctioning authority of the Customer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part: -
  - a. If the contractor has provided or replaced resources inferior to that which were selected at the time of bidding even after being provided sufficient time to fulfill its obligations.
  - b. If the contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - c. If the contractor, in the judgment of the Employer has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the contractor commits breach of any condition of the contract.
- ii. If the respective Customer, terminates the contract in whole or in part then amount of performance security deposit (PSD) and due payments, if any, will be forfeited.

- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

## **7.2 Termination for Insolvency**

The respective Customer may at any time terminate the Contract by giving Notice to the BIDDER/SUB-VENDOR if the BIDDER/SUB-VENDOR becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Customer.

## **7.3 Termination for Convenience**

- i. The Customer may, by Notice sent to the BIDDER/SUB-VENDOR, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the BIDDER/SUB-VENDOR may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

## **8. Settlement of Disputes**

- 8.1 If any dispute or difference of any kind whatsoever will arise between the Employer and the Bidder in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.
- 8.2 If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 8.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause will be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Materials /equipment under the Contract.
- 8.4 Arbitration proceedings will be conducted in accordance with the following rules of procedure. The dispute resolution mechanism will be as follows:
  - (a) In the case of a dispute or difference arising between the Employer and a Bidder relating to any matter arising out of or connected with this agreement, such dispute or difference will be settled in accordance with the Arbitration and Conciliation Act. 1996. The Arbitral Tribunal will consist of three Arbitrators one each to be appointed by the Employer and the Bidder the Third Arbitrator will be chosen by the two Arbitrators so appointed by the parties and will act as Presiding Arbitrator. In case of

failure of the two Arbitrators appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator will be appointed by The Institution of Engineers (India).

- (a) If one of the Parties fails to appoint its Arbitrator in pursuance of Sub-Clause (a) within 30 days after receipt of the notice of the appointment of its Arbitrator by The Institution of Engineers (India), will appoint the Arbitrator. A certified copy of the order of the Institution of Engineers (India), making such an appointment will be furnished to each to the parties.
- (b) Arbitration Proceedings will be held at Employer's Headquarters, and the language of the Arbitration Proceedings and that of all documents and communication between the parties will be English.
- (c) The decision of the majority of Arbitrators will be final and binding upon both parties. The cost and expenses of Arbitration Proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc., of its proceedings as
- (d) also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf will be borne by each party itself.
- (e) Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely The Institution of Engineers (India).

8.5 Notwithstanding any reference to arbitration herein,

The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and

The Employer will pay the Bidder any monies due the Bidder.

## **9. Jurisdiction**

**All and any disputes or differences arising out of or touching this contract will be decided by the Courts or Tribunals situated in Employer's Headquarters only. No suit or other legal proceedings will be instituted elsewhere.**

## **10. Notices**

- 10.1 Any notice given by one party to the other pursuant to this Contract will be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address.
- 10.2 A notice will be effective when delivered or on the notice's effective date, whichever is later.



## **SECTION – 4**

### **SCOPE OF WORK**

## Scope of Work:

The description given here is broad scope of work to be carried out by the bidder. However, any work even if not specifically mentioned but reasonably implied for the successful implementation and good performance of the system are deemed to be included in the scope of work.

### 4.1 Existing SAP System Setup of TSSPDCL:

Product	Landscape Tier (DEV/QA/PROD)	Product Version & Patch Level	OS & Version	Database & Version	PROD Database Size (Uncompressed)
SAP ERP	3-Tier System	ECC 6.0, Ehp 4, SP19	HP-UX B.11.31	ORACLE 11.2.0.4	2500 GB
SAP BW	3-Tier System	7.01, SP04	HP-UX B.11.31	ORACLE 10.2.0.4	1400 GB
SAP EP	3-Tier System	7.01, SP04	HP-UX B.11.31	ORACLE 10.2.0.4	110 GB
SAP DMS	2-Tier System	640, 0046	HP-UX B.11.31	MAX DB 7.6	260 GB
SAP GRC	2-Tier System	5.3, 11	HP-UX B.11.31	ORACLE 10.2.0.4	125 GB
Solution Manager	1-Tier System	7.01, SP06	HP-UX B.11.31	ORACLE 10.2.0.4	178 GB

\* All Systems are Unicode.

\*\* SAP ERP, BW & EP PROD systems are in HA Cluster.

### 4.2 Systems to be migrated/ upgraded:

Product	Upgrade Scope
SAP ERP	Migration to HANA Database, Application upgrade to S/4 HANA with recommended Fiori apps
SAP BW	Migration to HANA Database, upgrade to latest BW version
SAP BO	New set up of BO, with required dash board
SAP DMS	Upgrade to latest version with MAXDB database
Solution Manager	Upgrade to latest version with HANA database
SAP GRC	Upgrade to latest version with HANA database

### **4.3 Mock Hardware requirement:**

Customer will provide all the relevant hardware and infrastructure that is needed for the start of the project, as specified by the bidder.

### **4.4 Migration Approach:**

#### **Project Preparation**

- Onboarding of Consultants (Bidder) & Customer Project Teams and Project kick-off
- Finalize Project Plan
- Finalize Testing Plan
- Finalize mock Hardware requirement

#### **Sandbox Run**

- Establish Technical Pre-requisites; Gain an early experience
- Necessary Software and Tools, License Keys
- Develop a detailed document (detailed technical procedures executed as a part of the migration).

#### **Mock Runs (3) including Technical Downtime Optimization**

- End to End update, HANA migration in mock environment
- High-level view of all major activities from ramp-down through ramp-up
- Optimization of the migration process
- Development of an End-to-End Cutover Procedure
- Establish Environments and Process for Testing
- Technical and Functional testing and issue resolution
- Technical and Functional support for test
- Validation of End-to-End Cutover Procedure
- Named and confirmed resources for each activity in the plan
- Confirm that the migration will complete within the allotted business downtime window
- Quality setup using last migrated mock copy

#### **Final Cutover**

- Development, Quality and Production systems migration to HANA DB and S/4HANA.

## 4.5 Migration Activities

- Migration Planning workshop
- ABAP Support for custom code adjustments for S/4HANA - Empowering and guidance and Quality Checks
- HA setup for HANA databases for production systems using native HANA replication without Disaster Recovery (DR) setup
- Empowering workshops - ABAP on HANA and HANA DB admin to TSSPDCL Coreteam
- Solution Manager installation (latest version) with dual stack and ADS implementation
- Post GO Live Support - Technical and Functional
- EWA setup for Production systems
- Delivery of Upgrade & Migration document with screenshots
- SOP on HANA Replication setup and failover and failback between Primary and Secondary database
- Code pushdown & Optimization for high resource consuming & complex queries -
- Functional Support includes
  - Testing Support and Issue resolution during testing performed by Customer team
  - Functional support to be provided during Production cutover (Go Live support) for issues caused by technical migration and were not part of the existing system issues prior to migration
- **ABAP on HANA**
  - Functional check and ABAP remediation
  - Oversight & Governance for custom code adoption by Customer ABAP Team
  - Enablement workshop for Customer ABAP team for remediation needed for migration of Custom Programs on HANA
- Run-PGLS (Post Migration Go Live Support) by Technical experts.
- HA / DR will be setup using HANA replication

## 4.6 Enabling of Functional Areas:

All necessary functional areas to be enabled as part of migration.

## 4.7 SAP's Premium Engagement Services:

The bidder should engage SAP's Premium Engagement services for successful implementation of S/4 HANA .

## 4.8 General Customer Responsibilities:

Customer has the following general responsibilities:

- Backup / restore as and when required during the project
- Mock landscape setup using source production systems backup and integration with other connected systems; Post system copy activities; all necessary support in this regard will have to be provided by the service provider.
- Functional and User testing and sign-off for any kind from users / business
- BASIS activities like Transport, User & Roles management
- Front-end software's Installation/Upgrade (e.g. SAPGUI/SAPLOGON)
- ABAP modification adjustments (SPDD & SPAU) for upgrade in association with the implementing consultants
- Testing - Functional, Integration, User Acceptance
- HANA enablement of custom programs (workshop to be done initially for custom code)
- Availability of HW infrastructure for mock and target HANA landscape as per the project requirement
- Seating space with NW access for Consultants
- Procurement of applicable HANA licenses and HANA Hardware.

## 4.9 Approach and RACI:

The bidder should follow the implementation methodology in the following phases;

- 1. Prepare:** The Services are formally initiated and the schedule, project plans and resources are agreed. The SAP Development Environment is created.
- 2. Explore:** Workshops are conducted to design how the Software will be configured and confirming the scope including identifying, specifying and providing any necessary change orders for delta scope based on Customer's requirements.
- 3. Realize:** The Customer-specific configuration is undertaken and any additional agreed delta scope is delivered. The test approach and any knowledge transfer is executed. The Customer User Acceptance Testing is completed.
- 4. Deploy:** Final checks are made before the cutover to Production Environment and end users are trained. Ongoing support is put in place by the Customer and the Services are closed.
- 5. Run-PGLS:** Post go-live support.

**A. Bidder and Customer agree the following responsibility matrix of activities per phase:**

- **Responsible (R):** Charged with performing the activities. A mutually agreed project plan may define further details at the work unit level
- **Accountable (A):** The Customer has overall accountability for its implementation and all the activities identified below
- **Consulted (C):** Provides input on how to perform the activity and supports the execution of the activity
- **Informed (I):** Provided with information

Task	Bidder	Customer
<b>Cross Phase Tasks</b>		
Maintain and update relevant project management documents, e.g. project plans, risk and issue logs and status reports	R	I
Organizational change management activities, end user training, Organizational change management includes, but is not limited to the following: communication plan, organizational transition plan, business readiness for go live, design and roll-out of end-user training, coordination with remote sites, and project communication to the company	I	R
Check that key users are available for all workshops and project activities as needed	I	R
Manage any third parties from CUSTOMER side engaged on the Project	I	R
Perform and manage system administration tasks	I	R
Install an SAP Logon GUI front end connection before the start of the Project and ensure connection to all SAP Software throughout the Project	I	R
Customer core team empowered to make quick decisions. Turnaround time for issue resolution should be within 48 hours	-	R

Task	Bidder	Customer
<b>Prepare Phase</b>		
<b>Prepare Project</b>		
Prepare a project schedule. Service provider is responsible for SAP activities	R	I
Carry out tasks in line with plan for which customer is responsible	I	R
Prepare a project structure, agree on roles, standards for design and functional specification documentation	R	I
Prepare the kick-off workshop presentation and an agreed kick-off workshop schedule and list of participants	R	I
<b>Installation Preparation</b>		
Confirm, in writing, completion of pre-requisites	C	R
Prepare the Sandbox and/or Development/Mock Environment and	C	R

provide Service Provider with access to activate the solution scope and install software		
At the start of the project, provide system access to Service Provider project team members user accounts with the SAP_ALL profile.	I	R
Technical Migration to S/4 HANA		
Provide suitable hardware and for setting up the hardware, operating system, and database management system to ensure optimum performance for all Mock upgrades (Mock Environment 1, 2&3)	C	R
Project Kick-Off		
Communicate the delivery approach: project objectives, structure, roles and responsibilities, schedule, communication standards, change request process and decision-making process	R	C
Confirm the planned Project schedule by Project phase	R	C

Task	Bidder	Customer
<b>Explore Phase</b>		
<b>Scope Design Workshop</b>		
Conduct workshops to design the solution for the agreed scope items	R	C
Record decisions, assumptions and business impacts	R	C
Prepare solution design document covering scope and gaps	R	C
Confirm Solution Analysis / Design (Blueprint) document.	C	R
Technical Migration to S/4 HANA		
Customer must provide a remote connection to all systems involved in preparation for and conduct of the upgrade	C	R
Configure the Mock 1 technical test cycle and perform the 1st test conversion and assist in provide general test guidelines	R	I
Customer shall clear the prerequisite tasks identified by the pre-analysis before 1st test conversion	I	R
Provide copy of production data in Mock Test environments. The test system must reflect the live system about the types of data and its quantity and update status. Ideally the test system should be a copy of the production system	C	R

Task	Bidder	Customer
<b>Realize Phase</b>		
Configure the solution in Sandbox/DEV landscape as per the signed-off blueprint / Analysis document for the changes identified after 1st test conversion	R	I
Configure and unit test the baseline solution. This will include testing of individual configuration elements and the process steps associated with business transactions	R	C
<b>Technical Migration to S/4 HANA / HANA DB Migration</b>		
Upgrade & HANA Migration as applicable	R	C
ABAP custom code 'Adoption' for HANA	R	C
Data clean-up / corrections (if found inconsistent)	C	R

Functional, Integration & User Acceptance Testing	C	R
Issue Resolution during Functional Testing & Go Live	R	C
SPAU and SPDD Adjustment	C	R
OS Cluster solution setup and backup tool integration	C	R
Service Provider will configure the migration test cycles and perform the 2nd mock test	R	I
Timely Sign-off for consistency & acceptance of migration procedures. Migration into Production will only be done on sign-off of testing results	I	R
Conduct Mock 2 System Migration	R	C
Testing of impacted process and their conduct on all converted systems by customer core team	I	R
<b>Knowledge Transfer Workshops</b>		
Prepare knowledge transfer materials for all coreteams	R	C
Knowledge transfer on Customer specific elements of the solution to Customer project core team members	R	C
knowledge transfer of ABAP on HANA and HANA DB admin to TSSPDCL Coreteams	R	C
Switch to Quality Assurance Environment		
Prepare the Quality Assurance Environment for transports and check the right resources are available to transport the solution	C	R
Import the solution into the Quality Assurance Environment	R	C
Set up Customer Authorization Profiles for End Users		
Define, design and set up end-user authorization profiles for the solution	C	R
<b>Integration Test</b>		
Finalize the integration testing approach and test plan	R	C
Develop test scenarios and test scripts for Customer testing	C	R
Prepare and set up test data	C	R
Perform integration test & record test results	C	R
Fix testing defects provided that such defects are related to SAP Service scope and activities	R	I
Manage test status and produce test report; document and prioritize all testing issues/defects encountered	R	C
<b>User Acceptance Test</b>		
Finalize the User Acceptance Testing approach and test plan	R	C
Develop test scenarios and test scripts for Customer testing. Customer can evaluate the re-use of content from SAP's unit test scripts	C	R
Prepare and set up test data	C	R
Perform User Acceptance Test for existing processes along with processes impacted due to organization re-structuring. User Acceptance Test to be executed by Customer nominated end-users to validate the end-to-end business processes	C	R
Manage test status and produce test report; document and prioritize all testing issues/defects encountered	C	R
Resolve agreed defects found during the testing that are related to the implementation of the project, provided that such defects are related to SAP Service scope and activities	R	C



Service Provider will primarily be responsible for fixing defects which are related to the agreed scope and activities performed by Service Provider.	R	I
Customer will primarily be responsible for defects, which are related to Customer responsibilities	I	R
Confirm the solution (Sign-off). Work will not start on the Deploy phase until the document is confirmed	C	R

Task	Bidder	Customer
<b>Deploy Phase</b>		
Production System Migration	R	C
<b>Switch to Production</b>		
Prepare the Production Environment for the transports and import / transport the solution into the Production Environment	C	R
Set up Customer specific authorizations, roles and security and identification of affected roles & responsibilities	R	C
Perform technical validation of the import	C	R
Execute data migration into the Production Environment	R	C
Decommission of Sandbox Environment	C	R
<b>Prepare End-user Training</b>		
Prepare end-user training materials and documentation	C	R
Organize and deliver end-user training	C	R
<b>Cutover and Go-Live</b>		
Produce cutover plan	R	I
Go/no-go decision	C	R
Execute cutover activities	I	R
Validate Production	C	R
<b>Run - PGLS</b>		
Provide go-live and post go-live support for a period of 6 months	R	C

\* The project shall be deemed to be completed after successful running of SAP system on S/4 HANA for a period of 6 months post Go-live.

- **Recommended Fiori Apps:**

The list of Fiori applications to be implemented in S/4 HANA is to be derived from ST03N usage and shall be implemented in TSSPDCL.

## **B) Project Duration**

1. The project implementation period will be 10months or till the completion of entire work whichever is later (excluding the post go-live support period).

### **C) Time Lines-**

The proposed work is contemplated as per the milestones within 10 **months** from the date of issue of Letter of Acceptance (LOA) to the successful bidder.

### **D) PERFORMANCE STANDARDS:**

The standards of performance should be followed as given below:

- I. The Bidder shall manage the system in an efficient manner according to the highest standards and adhere to timeline.
- II. The Bidder shall submit weekly/Monthly report of progress of work to respective Customer office.
- III. In case the performance standard of the agency is below what is mentioned above, the penalty will be imposed as per payment& penalty clauses in Section-V.

### **Reports**

1. The Bidder will prepare and submit the following reports (as given below) to the Employer on the format prepared by the Bidders and as approved by the Employer (except for commencement report)
2. The Commencement Report shall contain the details of all meetings held with the Client and the contractor and decisions taken therein, the resources mobilized by the Bidders as well as the contractor and the Bidders' perception in the management and supervision of the works The Report shall also include the Work Program and Resource Mobilization for the Project.
3. Detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures.
4. Final Report-The Bidder will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of implementation performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

### **E) Deployment of Man Power**

- a) The Bidder shall deploy adequate manpower, as considered necessary by respective Customer for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to respective Customer. Female employees shall not be deployed beyond normal working hours/days and no child labour shall ever be deployed. The Bidder's employees, deployed for the works under this contract will not be considered in Company's employment at any time. The Bidder shall continue to be responsible for all such employees; their safety, all types of statutory compliances related thereto and in any other manner whatsoever. The company will stand indemnified by the Agency in respect of all the above. At the same time Company upon noticing any breach or default on any statutory compliance, may at their sole discretion, decide to act in a manner as deemed -fit- at the risks and costs of the Bidder.
- b)** The Customer shall have the right to instruct the Bidder to-change the Consultants in case the conduct, the workmanship or speed of the work is not satisfactory.

**SECTION – 5**  
**PAYMENT CLAUSE**

# Payment & Penalty Clause

## 5.1 Fees and Payment Terms

1. The Payment shall be made against achievement of milestones as per the following payment schedule;

<b>Phase</b>	<b>Milestone</b>	<b>Amount to be paid (in % of Contract value)</b>
Prepare & Explore	Explore	10%
Realize	Realize	30%
Deploy	Deploy	40%
Run-PGLS & Project completion	Final Payment	20%
<b>Total</b>		<b>100%</b>

2. The vendor shall raise invoices for services rendered in triplicate as per payment schedule to the respective controlling officers, who will forward the bills to the paying authority through the Nodal Officer/Chief General Manager/IT after due authentication and certification, for effective payment. The payment for above work will be made by Pay Officer, of respective Customers after verification of the bills by the Nodal Officer/CGM(IT) designated for the purpose.
3. Necessary statutory deductions, as applicable, are to be made against each phase of payment. However, any delay in payment will not entitle the contractor for any compensation or form ground for extension in delivery period without liquidated damages.
4. The currency or currencies in which payments shall be made to the vendor under this Contract shall be Indian Rupees (INR) only.
5. All remittance charges will be borne by the selected bidder.
6. In case of disputes, 20% of the amount shall be withheld and will be paid only after settlement of the dispute.
7. Payment schedule for the bid will be on Pro rata basis after the computation and deduction of all applicable penalties.
8. If any mentioned work is not required to be executed, due to any reason whatsoever: the proportionate cost of the contract fee may be deducted on pro-rata basis, as may be mutually agreed between the Employer and bidder.

9. Drop Dead Fees: If due to any reason or decision of the respective Customer. The Govt./Regulator the assignment is dropped or Bidder is directed to discontinue work, the “Drop Dead Fee” would be payable to the Bidder. The amount would be claims already raised to respective Customer plus the sum of all liabilities and expenditure incurred, if any, relating to the assignment, till the point of calling of the assignment or as may be mutually agreed between the respective Customer and Bidder.
10. Extension of period of assignment: Extension of time schedule as referred in Scope of Works, above may be considered. In case the project work is extended beyond the contract period in the event of delay(s) not attributable to the Bidder, respective Customer may consider for payment of contract fee on mutually agreed terms.

## **5.2 Penalty Clause**

### **1. Penalty for delay in project implementation:**

For any delay in project implementation, the liquidated damages shall be imposed at the rate of 0.5% per week, subject to a maximum of 5% of the total value of the contract.

2. Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages.

## **5.3 Other important terms & conditions**

- a) All resources deployed by the **vendor** will compulsorily mark their entry and exit as per the directions/policy of respective Customer.
- b) The Resources would be stationed in Hyderabad for the entire project period. The Resource has to follow the working hours, working days and Holidays of Government of Telangana. However, resource has to be available on a holiday if so is required by Employer. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.
- c) Resource shall have to seek prior approval of Employer before leaving headquarter, even if it is on a holiday.

## **5.4 TERMINATION CLAUSE.**

The Customer reserves the right to terminate this contract at any point of time without assigning any reasons thereof.