



ISO 9001 & 14001  
OHSAS 18001

नॉर्थईस्टर्नइलेक्ट्रिकपावरकॉर्पोरेशनलि.

(भारतसरकारकाउधम)

**NORTH EASTERN ELECTRIC POWER CORPORATION LTD.**

(A GOVT. OF INDIA ENTERPRISE)

**OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)**

**Brookland Compound, Lower New Colony, Shillong-793003**

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Corrigendum No. 5 dtd 28.03.2018

TO

NIB No. 259 dtd. 24.11.2017

FOR

## “Implementation of Enterprise Resource Planning in NEEPCO”

The amendments in the RfP document as indicated in the Annexure-I attached are made against the above NIB.

The last date for submission of bids is hereby extended up to 14:00 Hrs on 24.04.2018. The Techno-Commercial bids will be opened at 16:00 Hrs on 24.04.2018.

All other terms and conditions will remain unchanged.

Sd/-

General Manager

I/c Contracts & Procurement

NEEPCO Ltd

**Amendment/ additional information in RfP / NIB No. 259 dtd. 24.11.2017**  
**Implementation of ERP in NEEPCO**

**ANNEXURE – I**

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause
1	Section-I Notice Inviting Bids Cl. No. 4.1 A. Technical capabilities & 4.2 Technical capabilities Page No. 5	Bidder must be incorporated in India under the Companies Act' 1956/2013 and should have been in business for at least 10 (Ten) years, preceding the date of submission of bid	Bidder must be incorporated in India under the Companies Act' 1956/2013 or registered as an LLP firm under LLP Act' 2008 and should have been in business for at least 10 (Ten) years, preceding the date of submission of bid
2	Section-II Clause No. 3.10 (Instructions to Bidders) Page No. 25	Reverse Auction	Clause shall stand deleted
3	Section-III General Conditions of the Contract Clause No. 23. Payment terms Page No. 14	Mode of Payment-The Engineer in Charge or his authorized representatives will verify and certify the Contractor's bill, indicating payment instructions (full bank details) for disbursement. All payments shall be made in INR.	Mode of Payment-The Engineer in Charge or his authorized representatives will verify and certify the Contractor's bill, indicating payment instructions (full bank details) for disbursement. All payments shall be made in INR. Payment shall be made to the contractor within 30 calendar days, subject to submission of technically cleared invoice. <i>"However, no interest is payable for any unavoidable delay"</i>
4	Section-II Instructions to Bidders Clause No. 6.7 (Reports and Business intelligence) Page No. 51	<ul style="list-style-type: none"> <li>While doing any custom developments, the change date of the record has to be necessarily maintained in the ERP system.</li> </ul>	<ul style="list-style-type: none"> <li>While doing any custom developments, the change date of the record has to be necessarily maintained in the ERP system.</li> <li>Approximately 100 users to be considered for initial sizing.</li> </ul>

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause
5	Section-I Notice Inviting Bids Cl. No. 4. Eligibility Criteria Page No. 5	X	Following shall be added under note (applicable for Clauses 4.1, 4.2 and 4.3): page no. 12 The Bidder cannot participate in the Bid with 2 or more ERP OEMs.
6	Section-II Instructions to Bidders Clause No. 5.5 Annual Technical support (ATS) Page No. 33	<ul style="list-style-type: none"> <li>The Bidder shall provide support, maintenance &amp; upgrades for all the software products versions (ERP Licenses &amp; all Add-on engines) supplied for a period of 5 (Five) years from the date of license procurement dates.</li> <li>NEEPCO plans to procure licenses in two tranches- <ul style="list-style-type: none"> <li>Tranche- I (Consisting of 300 transaction licenses with 500 employee self-service licenses) for pilot rollout</li> <li>Tranche-II (Consisting of 500 transaction licenses with 1008 employee self-service licenses) for full scale rollout</li> </ul> </li> <li>This support shall be provided by trained and experienced personnel of the Bidder. During this period, the Bidder shall be responsible for carrying out following activities: <ul style="list-style-type: none"> <li>Provide free updates &amp; patches of the products to Owner as and when released by ERP Product OEM &amp; Database Vendor</li> <li>Free upgrade and free implementation of onsite upgrade including technical upgrade.</li> <li>Technical upgrade of the installation to the new version, when required by NEEPCO.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>The Bidder shall provide support, maintenance &amp; upgrades for all the software products versions (ERP Licenses &amp; all Add-on engines) supplied for a period of 5 (Five) years from the date of license procurement dates.</li> <li>NEEPCO plans to procure licenses in two tranches- <ul style="list-style-type: none"> <li>Tranche- I (Consisting of 300 transaction licenses with 500 employee self-service licenses) for pilot rollout</li> <li>Tranche-II (Consisting of 500 transaction licenses with 1008 employee self-service licenses) for full scale rollout</li> </ul> </li> <li>This support shall be provided by trained and experienced personnel of the Bidder. During this period, the Bidder shall be responsible for carrying out following activities: <ul style="list-style-type: none"> <li>Supply &amp; implement free updates &amp; patches of the products to Owner as and when released by ERP Product OEM &amp; Database Vendor (For e.g. updating from version 7.x to 7.y).</li> <li><i>Sunset date of the provided version should be valid till the validity of the contract.</i></li> </ul> </li> </ul>

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause
		<ul style="list-style-type: none"> <li>○ 24x7 Unlimited Support through telephone/Fax/E-mail/Video Conferencing/ Installation visit as required.</li> <li>○ Quarterly visit to NEEPCO's ERP installation locations</li> <li>• After 5 years the support may be extended based on mutual agreement.</li> <li>• The payments for ATS shall be done progressively as per the licenses being acquired by the Owner.</li> </ul>	<ul style="list-style-type: none"> <li>○ Technical upgrade of the installation to the new version, only when required by NEEPCO, will be done by the Bidder as per mutual agreement. (For e.g. updating from version 7.x to 8.x).</li> <li>○ 24x7 Unlimited Support through telephone/Fax/E-mail/Video Conferencing/ Installation visit as required.</li> <li>○ Quarterly visit to NEEPCO's ERP installation locations</li> <li>• After 5 years the support may be extended based on mutual agreement.</li> <li>• The payments for ATS shall be done progressively as per the licenses being acquired by the Owner.</li> </ul>
7	Section-III General Conditions of the Contract Cl. No. 16 Page No. 12	The Contractor shall confirm his acceptance within 3(three) calendar days after the date of issue of the Letter of Intent and submit the Contract Performance Bank Guarantee within 30(thirty) days of issue of the Letter of Intent for issue of Detailed Order and signing of the Contract Agreement.	The purchaser will issue LOI and the successful bidder has to accept the same unconditionally within 3 calendar days. Subsequently the purchaser will issue detailed work order on acceptance of LOI. The contract performance guarantee has to be submitted within 30 days from the date of LOI and the contract agreement will be signed on acceptance of CPG.
8	Section IV Technical specification Minimum hardware specification, Page 121	X	<p>Following shall be added under Section IV- Technical specification Minimum hardware specification, Page no. 121 (Bullet no. 2):</p> <p>SAPS standards used for specifying minimum hardware specifications are used as an example. Equivalent standards from Oracle or any other OEM are acceptable.</p> <p>The minimum SAPS requirement is for meeting the technical specification of server hardware mentioned in the RFP. It is not related to any ERP software solution being offered. It is essential to provide the minimum hardware sizing in the RFP. Hence, the hardware vendor shall provide the models which shall meet this minimum SAPS.</p>

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause
			<p>However, the following be included in the RFP The ERP Servers System shall have:</p> <ul style="list-style-type: none"> <li>• Enterprise / Highest version of Operating System.</li> <li>• Enterprise version of Virtualization software capable to movement of live VMs.</li> <li>• Enterprise version of Management software.</li> <li>• Enterprise version of clustering software.</li> </ul>
9	Section-V FORM I-No deviation certificate – Bid Forms & other Forms Page No. 19	FORM I-No deviation certificate	Form-I deleted.
10	Section-III General Conditions of the Contract)	Additional Clause No. 65 in Section -III	<p>Following shall be added in Section III-General Conditions of the Contract, as “<b>Clause No. 65: Limitation of Liabilities</b>” .</p> <p><b>65. LIMITATION OF LIABILITIES:</b></p> <p>Except in cases of criminal negligence or willful misconduct,</p> <p>(a) The Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer, and</p> <p>(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p>
11	<b>Section-II</b>	PAYMENT TERM	<b>PAYMENT TERM</b>

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document				Revised clause			
	<b>Clause No. 6.16 - (Instructions to Bidders)</b>  Page No. 59	S.N	Phases	Key deliverables	Payment Terms	S.N	Phases	Key deliverables	Payment Terms
		1	Kick off meeting	<ul style="list-style-type: none"> <li>Minutes of kick of meeting &amp; appointment of project manager and submission of BG</li> </ul>	<b>10% of Upfront Contract Value against BG. The BG will be released after completion of phase-III</b> ( Upfront Contract Value- Defined as per Price Schedule-VI)	1	Kick off meeting	<ul style="list-style-type: none"> <li>Minutes of kick of meeting &amp; appointment of project manager and submission of BG</li> </ul>	<b>10% of Upfront Contract Value against BG.</b>  <b>The above amount is interest bearing @1.5% above the SBI PLR on the date of payment. The BG amount shall be 110% of the amount payable.</b>  <b>The BG will be released after completion of phase-III</b>  (Upfront Contract Value- Defined as per Price Schedule-VI)
		2	<b>Phase I:</b> Project Preparation /Inception	1. Project Inception Report a. Detailed Project Plan (in Work Breakdown Structure along with dependencies) b. Detailed BoM for IT, Non-IT, DC, DR infrastructure including related software	<b>5% of Upfront Contract Value</b> ( Upfront Contract Value- Defined as per Price Schedule-VI)	2	<b>Phase I:</b> Project Preparation /Inception	1. Project Inception Report a. Detailed Project Plan (in Work Breakdown Structure along with dependencies) b. Detailed BoM for IT, Non-IT, DC, DR infrastructure including	2.5% of Upfront Contract Value (Upfront Contract Value- Defined as per Price Schedule-VI)

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document				Revised clause			
				<p>and licenses.</p> <p>c. Resource Deployment Plan</p> <p>d. List of complete deliverables</p> <p>e. Communication Matrix</p> <p>f. Project Management Templates</p> <p>g. Roles &amp; Responsibilities and Expectations from NEEPCO</p> <p>2. Detailed Training Strategy</p> <p>3. Detailed Change Management Requirement &amp; Strategy</p> <p>4. Presentation on ERP product overview to Sr. Management</p> <p>5. Project Preparation / Inception phase closure report</p> <p>6. Detailed Data center and DR center implementation strategy along with complete design of DC &amp; DR along with the specifications of the equipments</p>				<p>related software and licenses.</p> <p>c. Resource Deployment Plan</p> <p>d. List of complete deliverables</p> <p>e. Communication Matrix</p> <p>f. Project Management Templates</p> <p>g. Roles &amp; Responsibilities and Expectations from NEEPCO</p> <p>2. Detailed Training Strategy</p> <p>3. Detailed Change Management Requirement &amp; Strategy</p> <p>4. Presentation on ERP product overview to Sr. Management</p> <p>5. Project Preparation / Inception phase closure report</p> <p>6. Detailed Data center and DR center implementation strategy along with complete design of DC &amp; DR along with the specifications of</p>	

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document				Revised clause			
								the equipment.	
		3	Phase II: Business Blueprint	<p>1. Detailed as-is study report including all existing business processes, work-flows, reporting requirements, process maps, existing IT infrastructure</p> <p>2. Training to NEEPCO team on standard functionalities of the ERP product (initial)</p> <p>3. Detailed to-be report with identified gap analysis and solutions</p> <p>4. Final Business blueprint / solution design document (including integration / Interface strategy and process with legacy and other required systems)</p> <p>5. Data Collection, Preparation &amp; Migration strategy along with templates</p> <p>6. Business Blueprint / elaboration phase closure report.</p>	<p><b>5% of Upfront Contract Value</b> ( Upfront Contract Value- Defined <b>as</b> per Price Schedule-VI)</p>	3	Phase II: Business Blueprint	<p>1. Detailed as-is study report including all existing business processes, work-flows, reporting requirements, process maps, existing IT infrastructure</p> <p>2. Training to NEEPCO team on standard functionalities of the ERP product (initial)</p> <p>3. Detailed to-be report with identified gap analysis and solutions</p> <p>4. Final Business blueprint / solution design document (including integration / Interface strategy and process with legacy and other required systems)</p> <p>5. Data Collection, Preparation &amp; Migration strategy along with templates</p> <p>6. Business Blueprint / elaboration phase closure report.</p>	<p>5 % of Upfront Contract Value</p> <p>(Upfront Contract Value- Defined as per Price Schedule-VI)</p>



Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document				Revised clause			
		4	Phase III: Realization - Along with supply and Implementation of hardware	1. Supply, installation & commissioning of hardware 2. Supply of ERP licenses and licenses for ERP related software, database, clustering tools, integration tools & other tools (Licenses shall be procured on need bases)  3. Functional and Technical design documents for custom components 4. Draft Roles & Responsibilities of Users (Authorization Matrix) 5. Unit Test & System Integration Test: a. Test Plan, b. Roles & responsibilities, c. Test Scripts, d. Issue log,	20% of Upfront Contract Value + release of BG ( Upfront Contract Value- Defined as per Price Schedule-VI)	4	Phase III: Realization - Along with supply and Implementation of hardware	1 A. Supply of hardware for ERP	10% of Upfront Contract Value (Upfront Contract Value- Defined as per Price Schedule-VI)
								1 B. Installation & commissioning of hardware for ERP	2.5% of Upfront Contract Value (Upfront Contract Value- Defined as per Price Schedule-VI)
								2. Supply ERP licenses and licenses for ERP related software, database, clustering tools, integration tools & other tools (Licenses shall be procured on need basis)	5% of Upfront Contract Value (Upfront Contract Value- Defined as per Price Schedule-VI)
								3. Functional and Technical design documents for custom components 4. Draft Roles & Responsibilities of Users (Authorization Matrix) 5. Unit Test & System Integration Test:	2.5% of Upfront Contract Value (Upfront Contract Value- Defined as per Price Schedule-VI)  <b>The BG will be</b>

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document				Revised clause			
				e. issue resolution report 6. Functional training (configuration) completion certificate for the complete solution to Core Team / Nodal Officers 7. Initial ERP OEM audit report with observations 8. Final ERP OEM audit report with compliance report related to development and configuration 9. Realization / Construction Phase Closure Report 10. Initial Hardware OEM audit report with Observations 11. Final Hardware OEM audit report with compliance report				a. Test Plan, b. Roles & responsibilities, c. Test Scripts, d. Issue log, e. issue resolution report 6. Functional training (configuration) completion certificate for the complete solution to Core Team / Nodal Officers 7. Initial ERP OEM audit report with observations 8. Final ERP OEM audit report with compliance report related to development and configuration 9. Realization / Construction Phase Closure Report 10. Initial Hardware OEM audit report with Observations 11. Final Hardware OEM audit report with compliance report	<b>released after completion of Phase-III</b>
		5	<b>Phase IV: Final</b>	1. Final Roles & Responsibilities of Users	<b>10% of Upfront Contract Value</b>	5	<b>Phase IV: Final</b>	1. Final Roles & Responsibilities of Users	<b>10% of Upfront Contract Value</b>

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document				Revised clause			
			Preparation / Transition	(Authorization Matrix) 2. User Training Manual 3. End User training completion Certificate 4. All Master data migration completion report 5. All Transaction data migration completion report 6. Load and Stress Test report 7. Standard Operating Procedure Documents 8. Configuration Manual 9. Help Desk structure, process and operational manual 10. Pre go-live assessment report (Bidder) 11. Pre go-live assessment report (ERP OEM & Hardware OEM) with compliance 12. Final Preparation / Transition Phase closure report	( Upfront Contract Value- Defined as per Price Schedule-VI)		Preparation / Transition	(Authorization Matrix) 2. User Training Manual 3. End User training completion Certificate 4. All Master data migration completion report 5. All Transaction data migration completion report 6. Load and Stress Test report 7. Standard Operating Procedure Documents 8. Configuration Manual 9. Help Desk structure, process and operational manual 10. Pre go-live assessment report (Bidder) 11. Pre go-live assessment report (ERP OEM & Hardware OEM) with compliance 12. Final Preparation / Transition Phase closure report	( Upfront Contract Value- Defined as per Price Schedule-VI)
		6	Phase V: Successful	1. Successful Go-Live	15% of Upfront Contract Value	6	Phase V:	1. Successful Go-Live completion report	10% of Upfront Contract Value

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document				Revised clause			
			Pilot phase Go-Live	completion report (completion report for each go-live shall be provided)	( Upfront Contract Value- Defined as per Price Schedule-VI)		Successful Pilot phase Go-Live	(completion report for each go-live shall be provided)	( Upfront Contract Value- Defined as per Price Schedule-VI)
								2. Supply of phase-2 licenses	<b>7.5%</b> of Upfront Contract Value
		7	<b>Phase VI:</b> Successful last site Go-Live	1. Enterprise wide Successful go-live completion report	<b>10%</b> of Upfront Contract Value ( Upfront Contract Value- Defined as per Price Schedule-VI)	7	<b>Phase VI:</b> Successful last site Go-Live	1. Enterprise wide Successful go-live completion report	<b>15%</b> of Upfront Contract Value ( Upfront Contract Value- Defined as per Price Schedule-VI)
		8	<b>Phase VII:</b> Post Go-Live Stabilization Period	1. System Performance Report with compliance 2. Issue log and resolution report 3. Initial ERP OEM audit report with observations 4. Final ERP OEM & Hardware OEM audit report with compliance report 5. Successful Stabilization phase completion report	<b>20%</b> of Upfront Contract Value ( Upfront Contract Value- Defined as per Price Schedule-VI)	8	<b>Phase VII:</b> Post Go-Live Stabilization Period	1. System Performance Report with compliance 2. Issue log and resolution report 3. Initial ERP OEM audit report with observations 4. Final ERP OEM & Hardware OEM audit report with compliance report 5. Successful Stabilization phase completion report	<b>20%</b> of Upfront Contract Value ( Upfront Contract Value- Defined as per Price Schedule-VI)
		9	<b>Annual Technical Support</b>	Services against Annual Technical Support (ATS) for ERP product and hardware. Would start from the procurement of licenses for pilot roll out	Payment on each license for a period of 5 years (adjusted for monthly payment) ( Operational costs- Defined as per Price Schedule-IV)	9	Annual Technical Support	Services against Annual Technical Support (ATS) for ERP product and hardware. Would start from the procurement of licenses for pilot roll out	Payment on each license for a period of 5 years (adjusted for monthly payment) (Operational costs- Defined as per Price

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document				Revised clause			
				phase ( 800 licenses) and full rollout ( progressive procurement of 1508 licenses)- Applicable for a period of 5 years				phase ( 800 licenses) and full rollout ( progressive procurement of 1508 licenses)- Applicable for a period of 5 years	Schedule-IV)
		10	Annual Functional Support (AFS)	Annual Functional Support (AFS) for ERP solution for a period of 3 years from the last site rollout	Monthly payment for a period of 3 years ( Operational costs- Defined as per Price Schedule-IV)	10	Annual Functional Support (AFS)	Annual Functional Support (AFS) for ERP solution for a period of 3 years after stabilization period	Monthly payment for a period of 3 years (Operational costs - Defined as per Price Schedule-IV)
		11	Annual Maintenance Support (AMC)	Annual Maintenance Contract (AMC) for Hardware & other networking equipment- 2 years post the completion of warranty period	Monthly payment for a period of 2 years post warranty period of 3 years ( Operational costs- Defined as per Price Schedule-IV)	11	Annual Maintenance Support (AMC)	Annual Maintenance Contract (AMC) for Hardware & other networking equipment- 2 years post the completion of warranty period	Monthly payment for a period of 2 years post warranty period of 3 years (Operational costs- Defined as per Price Schedule-IV)
		12	Deployment of Resources for Operation of DC & DRC	-----	-----	12	Deployment of Resources for Operation of DC & DRC	Manpower Cost for Operation of DC & DRC	Monthly payment as defined in Price Schedule-V
12	Section VI Data Sheets	Additional Data Sheet ( Data Sheet-12)				<b>Data Sheet-12:: SCHEDULE OF DEVIATIONS FROM SPECIFICATIONS</b> All departures from the Specification shall be set out by the tenderer, clause by clause, in the Schedule. Unless specifically mentioned in this schedule, the tender shall be deemed to conform to purchaser's specification.			

Sl. No.	Section &Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause														
			<table><tr><th>S. No.</th><th>Clause No. .... Volume No.... Section ... Page Reference ...</th><th>Requirem ent as per Bid Specificati ons</th><th>Deviation &amp; Exception from Bid Specificatio n</th><th>Reasons / Justificati ons for deviation</th></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>					S. No.	Clause No. .... Volume No.... Section ... Page Reference ...	Requirem ent as per Bid Specificati ons	Deviation & Exception from Bid Specificatio n	Reasons / Justificati ons for deviation					
S. No.	Clause No. .... Volume No.... Section ... Page Reference ...	Requirem ent as per Bid Specificati ons	Deviation & Exception from Bid Specificatio n	Reasons / Justificati ons for deviation													
			<p>Certified that the above listed deviations and exceptions are exhaustive and the contract shall be executed as per the tender specifications, excepting for the above deviations and exceptions in the event of placing an order on us.</p> <p>Date _____20 Signature _____</p> <p>Note: No deviation will be accepted on the below: 1. Functional &amp; Technical Scope -Section IV.</p>														

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause
			2. Payment terms. 3. Warranty. 4. CPG. 5. Liquidated Damages & Penalty 6. Geographical Scope 7. Time Schedule for Project Completion
13	Section III General Conditions of the Contract Clause 27. Insurance and Indemnity Page No. 16	<p><b>27.0 Insurance and Indemnity</b></p> <ul style="list-style-type: none"> <li>The consignments shall be duly insured by the Contractor at his own cost against possible damage/loss during transit and installation. Appropriate Insurance to cover all solution components shall be made till the time of handing/ taking over of the System.</li> <li>Any loss/damage during transit shall be intimated to the Contractor within a reasonable period of time from the date of receipt of the consignment by the Consignee, and the Contractor shall take immediate action for replacement/rectification of the loss/damage.</li> <li>The Contractor shall have the sole liability/responsibility for settlement of claim with the under-writers towards loss/damage, if any, and, therefore, replacement/rectification of the loss/damage shall be made good immediately and without waiting for settlement of claim and without any extra cost to the Purchaser.</li> <li>All insurance should be taken by the Contractor in the joint name of the Owner &amp; the Contractor.</li> <li>Further, the Contractor is to take all insurance coverage in respect of its personnel who shall be working on this engagement.</li> <li>The Contractor shall indemnify and keep indemnified and save harmless the Owner against all claims for damage to property arising under or by reason of this contract if such claim result from the fault</li> </ul>	<p><b>27. INSURANCE AND INDEMNITY:</b></p> <p>27.1 The Contractor shall, at his own cost, arrange, secure and maintain Insurance as may be pertinent to the works and obligatory in terms of law to protect his interests and the interest of the Purchaser against all possible risks, without in any manner limiting its obligations and responsibilities, in the joint names of the Purchaser and the Contractor, any and all insurances so as to cover any damage or loss to the equipment during handling, transporting to site, storage, preservation and conservation of equipments at the site and any other intermediate locations during transportation, till such time the equipments are erected, tested, commissioned and subsequent taken over by the Purchaser, against all risks which are insurable for their replacement value, for which the Contractor shall be responsible according to the Contract. The said insurance shall be valid upto the final roll out. In respect of risks such as war, invasion etc. for which insurance cover is normally not available, the Contractor shall take insurance against such risks, as and when insurance cover becomes available, in accordance with “Force Majeure” Clause mentioned elsewhere in the document.</p> <p>27.2 Goods and works are to be insured adequately and to the customary extent against all risks that may occur up to the orderly completion and acceptance of the project so that replacement or rehabilitation is possible in the event of damage.</p>

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause
		and / or negligence or act or omission of the Contractor, his sub-Contractors and their employees, agents and representatives.	<p>27.3 Transport insurance is to be provided for the duration of the entire transport. Insurance to be agreed upon must be for full coverage (All Risks) and, where necessary, should include War Clause (Cargo) and clauses for Strikes and disturbances in accordance with internationally acknowledged clauses.</p> <p>27.4 Without prejudice to the provisions contained in Clause 27.1 hereinabove, the</p> <p>27.5 The following types of insurance will constitute the minimum insurance in regard to the above requirements:</p> <ul style="list-style-type: none"> <li>a. <b>Contractor's Plant and Machinery Policy:</b> The Contractor's Plant and Machinery Policy shall cover the full replacement value of the plant and machinery. The policy shall also be endorsed to cover plant and machinery working underground.</li> <li>b. <b>Motor Vehicle Insurance Policy:</b> The Motor Vehicle Insurance Policy will cover direct physical damage to the vehicles as well as liability to third parties. It shall apply to all authorized drivers including the expatriates and their dependents who possess valid driving license in India.</li> <li>c. <b>Workmen's Compensation Policy or its equivalent:</b> The Contractor will be responsible to arrange Workmen's Compensation Policy or its equivalent for his employees.</li> <li>d. <b>Material Damage Fire Policy:</b> To cover damage to rented premises or any other property for which the Contractor has accepted liability.</li> <li>e. <b>Contractor's All Risk Insurance Policy:</b> The Policy should cover all risks including those arising out of execution of Works for an amount equivalent to contract sum or value of work executed, whichever is greater with a premium of 25% extra against escalation. Anything not</li> </ul>



Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause
			<p>covered under (a), (b), (c) &amp; (d) as above shall also be included in this policy.</p> <p>27.6 Without in any manner limiting its obligations and responsibilities, the Contractor shall, throughout the period of the execution of Works up to the date of completion, Insure against his liability for damage, loss or injury which may occur to any property or to any person arising out of the execution of the Works.</p> <p>27.7 The Contractor shall furnish to the Owner copies of all policies of insurance and receipts for premium paid and other connected documents and in addition, shall, whenever required by the Owner, produce to the Owner/Engineer-in-charge such and other connected documents pertaining to insurance coverage and claims as the Owner/ Engineer-in- charge may require.</p> <p>27.8 Insurance coverage is to be taken by the Contractor against all the insurable risks or events at reasonable terms &amp; conditions. Except for deductibles and losses in excess of coverage arising out of damages caused by the Owner and/or his agencies and employees in which case the deductibles and losses in excess of coverage shall be to the account of the Owner, otherwise, all deductibles and losses in excess of coverage under any of the insurance policies shall be to the account of the Contractor.</p> <p>The Contractor shall not cancel or significantly modify any or all the policies without obtaining the written approval of the Owner. The Contractor shall enter into a separate Agreement with the insurers to the effect that any or all the policies shall not be cancelled or significantly modified without the written approval of the Owner and a copy of such Agreement shall be delivered by the Contractor to the Owner.</p> <p>27.9 The Contractor shall be liable for any damage or loss that may happen to the Works or any part thereof except the loss or damage occasioned by Force Majeure risks. Any such loss or damage shall</p>

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause
			<p>be made good conforming to the requirements of the Contract on receipt of instructions from the Engineer-in-Charge at Contractor's cost. In case, redoing of the Works damaged or lost is decided to be not required by the Owner and such decision is notified by the Engineer-in-Charge, then the claim proceeds received from the Insurer against such loss or damage shall be passed on to the Owner.</p> <p>27.10 If the Contractor fails to effect insurance as required in terms of this Contract and/or fails to produce to the Owner satisfactory evidence that there is the requisite insurance in respect of various matters for which it is required to effect insurance in terms of the Contract, then and in any such case, the Owner may effect and keep records of such insurance and pay such premium or premia as may be necessary for the purpose and from time to time, and deduct the amounts so paid or recover the same from any amount due to the Contractor or by encashment of bank guarantees provided by the Contractor under this Contract or otherwise.</p> <p>27.11 The Contractor shall, save and except, if and so far as the Contract specifically provides otherwise, indemnify and keep indemnified and saved harmless, the Owner at all times in respect of all injuries, losses or damages to the person or property of the Owner, its other Contractors, their servants, agents and workmen and third parties, which may arise out of or as a consequence of the execution and maintenance of the Works or performance of the Contractor's obligations under the Contract. The indemnity hereunder shall include all costs, charges and expenses on account of any claims, demands, actions and proceedings against the Owner in respect of such injuries, loss or damage.</p> <p>27.12 The Contractor shall be responsible for making good to the satisfaction of the Owner any loss of, and any damage to all structures and properties moveable or immovable belonging to the Owner or being executed or procured or being procured by the</p>

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause
			<p>Owner or belonging to other agencies engaged by the Owner and working within the Site, if such loss or damage is due to the fault and/or the negligence or acts or omissions of the Contractor, his sub-Contractors and their employees, agents and representatives.</p> <p>27.13 The Contractor shall indemnify and keep indemnified and saved harmless the Owner, against all claims for damage to property arising under or by reason of this Contract if such claims result from the fault and/or negligence or act or omission of the Contractor, his Sub-Contractors and their employees, agents and representatives.</p> <p>27.14 The Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of works damaged or lost, free of cost including taxes and duties, without waiting for settlement of claim by the Insurance Company. The transfer of the title shall not, in any way, relieve the Contractor of the above responsibilities during the period of the Contract. The Contractor shall inform the Engineer-in charge in writing at least 60 (sixty) days in advance, regarding the expiry, cancellation and/or change in any such documents to ensure revalidation/renewal etc. as may be necessary well in time.</p> <p>27.15 All costs on account of Insurance liabilities covered under the Contract will be to the Contractor's account and will be included in the Contract price. However, the Purchaser may, from time to time during the currency of the Contract, ask the Contractor in writing to limit the Insurance coverage risk and, in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amounts. The Contractor, while arranging the Insurance, shall ensure to obtain all discounts on premium which may be available for higher volume.</p> <p>27.16 The scope of such Insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up</p>

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause								
			to and including delivery of goods on FOR destination basis and shall also cover Custom duty and inland transportation and other costs till the equipment is delivered at site. The Insurance Policies to be taken should be on replacement value basis. Notwithstanding the extent of Insurance cover available from the underwriters, the Contractor shall make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements without waiting for the settlements of the claims.								
14	<b>SECTION – II (ITB) Clause No. 5.5 of Page 34 of RfP</b>	<b>Annual Functional Support:</b>  After expiry of stabilization period, Bidder shall provide Annual Functional Support on already agreed terms till the Warranty period of three (03) years <b>starting from the last site rollout</b> . The Bidder shall provide functional support and maintenance of ERP system, RDBMS, Bolt-on applications and all other standard third party software wherever applicable. The Bidder shall have at least 2 functional experts with 4 developers available on need basis for NEEPCO. The personnel would carry out the following activities.	<b>Annual Functional Support:</b>  After expiry of stabilization period, Bidder shall provide Annual Functional Support on already agreed terms & conditions for a period of three (03) years. The Bidder shall provide functional support and maintenance of ERP system, RDBMS, Bolt-on applications and all other standard third party software wherever applicable. The Bidder shall have at least 2 functional experts with 4 developers available on need basis for NEEPCO. The personnel would carry out the following activities.								
15	<b>Section-IV Technical Specification</b>	<b>Additional Information</b> under Section IV- Technical specification	Following shall be added under Section IV- Technical specification, Page no. 122:  <b>Current IT organization environment:</b> <table><tr><th>System</th><th>Item Description</th><th>Qty.</th></tr><tr><td rowspan="2">Servers</td><td>IBM X3400 Server</td><td>2</td></tr><tr><td>IBM X3500 M2</td><td>1</td></tr></table>	System	Item Description	Qty.	Servers	IBM X3400 Server	2	IBM X3500 M2	1
System	Item Description	Qty.									
Servers	IBM X3400 Server	2									
	IBM X3500 M2	1									

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause		
				Server	
				IBM X3400M3 Server	2
				HP DL580G5 Server	5
				HP ML 350 G9 Server	6
			SAN system	IBM System Storage EXP5000, Controller DS5100	1
				Cisco MDS 9124 Multilayer Fabric Switch	2
			VSAT systems	Prodellin 3.8 Mtr VSAT Antenna	16
				Amplus BUC, LNB	16
				ViaSatLinkway S2 IDU	16
				HP 8-port Ethernet switch	16
			Router	HP A-MSR 2011 router	3
			Firewall	Cyberoam (CR1500ia)	1
				Cyberoam (CR300iNG)	1
				Cyberoam (CR100iNG)	1
				Cyberoam (CR1500iNG)	16

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause	
			S.NO.	Software
			1	Lotus Notes Mail / PIS(Personal Information System)
			2	Central Provident Fund Management, Fixed Asset Management, Terminal Benefit
			3	Intranet Portal (My NEEPCO) and Website with CMS
			4	Primavera P6 Project Management Software
			5	Autodesk AutoCAD
			6	Photoshop
			7	Microsoft Office
			8	Ingres Database
			9	Microsoft SQL Server
			10	Microsoft Windows Server 2008 R2
			11	Microsoft Windows 7 and Windows 8 OS
			12	Lotus Domino 6.5
			13	Saransh Hindi Software
			14	Redhat Enterprise Linux 3, 4AS, 6 and 7
			15	Risk Management System
			16	Annual Performance Appraisal System (APAR)
			17	Kaspersky Anti-Virus
			18	Attendance Management System

Sl. No.	Section & Clause No. in the RfP Document	Original clause as per Bid Document	Revised clause	
			19	Online Recruitment System
			20	MATFIN (for Material Management and Finance)
			21	Training information management system
			22	Fixed asset web module
			23	Commercial billing system
16	Section-IV Technical Specifications	Xxxxxxx	<p>The firewall should be a purpose built hardware appliance based next generation firewall (NGFW) solution having application awareness &amp; Intrusion prevention function.</p> <p>Certification of EAL4 or higher in the Common Criteria for Information Technology Security Evaluation (ISO/IEC 15408) for computer security certification</p> <p>Should support IPv4 &amp; IPv6</p> <p><b>Firewall throughput:</b></p> <p>At Least 10 Gbps firewall throughput. (On Multi-protocol TCP Traffic or on IMIX traffic profile).</p> <p>IPS Throughput: 4 Gbps</p> <p><b>Firewall Interfaces:</b></p> <p>At least <b>08</b> Nos of gigabit 10/100/1000 base T Ethernet ports to be provided. (Provision of addition of at least Two Nos of gigabit Fiber SFP ports shall be available.)</p> <p><b>Security Zones:</b></p> <p>At least 10 security Zones must be supported</p>	
17	Section-VII	Price Schedules	<b>Revised Price Schedules ( Section-VII of RfP ) is attached</b>	

