

**Clarifications to Queries raised during Pre-Bid Meeting on 05.07.2018**

| NIT No: SECI/C&P/NIT/ERP/052018 dtd. 21.06.2018   |  |   |  |
|---|--|---|--|
| Implementation of ERP on Cloud Platform, Supply of Licenses including Operation and Maintenance (O & M) at Solar Energy Corporation of India Limited (SECI) |  |   |  |
| Sl. No.   | NIT Clause   | Queries   | Clarifications   |
| 1   | A Single Stage Two Envelope followed by e-Reverse Auction (e-RA) Bidding Procedure will be adopted and will proceed as detailed in the NIT documents.  | Request you to please consider Quality & Cost Based Selection (QCBS) for evaluation to get the best Bidder for the implementation.  | Provisions of NIT document shall prevail.  |
| 2   | 5.1.3. Implementation Scope  | Request you to please provide the indicative timelines SECI is looking at for implementing the project from the Date of signing of Contract to Project GO-Live Phase.   | We would like HR and Finance to get completed by December 2018 end. Other modules to be completed by June 2019. If there is any change, it will be communicated to the bidders |
| 3   | 5.1.3.4.1.2. Integration/ Interfaces<br>All external systems should be integrated with the ERP solution on a consistent, on-line, real-time or batch processing or data exchange basis and needs to operate in an automatic manner without manual intervention unless specifically required. Bidder needs to proposed appropriate solution for integration between ERP and other applications including but not limited to SECI website, eprocurement portal.  | Request you to please provide the Complete list of all external systems/ Legacy systems those need to be integrated with some details.  | Existing system to be replaced with the ERP. Any system to be integrated will be discussed during requirement gathering.   |
| 4   | 5.1.3.14. Supply of ERP and Database Licenses  | Please provide the following Information to quote for the ERP Licenses<br>1. Number of Transactional named users accessing the System<br>2. Number of employees for which the Payroll to be run<br>3. Number of Employees need Employee Self Service<br>4. Number of Manager Self Service Users<br>5. Number of users requiring Business Intelligence Reports/ Dash Boards<br>6. Number of Points of Delivery to Grid<br>7. Number of Power Purchase and Sales Contracts<br>8. Number of users who update Power Schedules | 1) 40<br>2) 100<br>3) 100<br>4) 20<br>5) 50<br>6) Vary from case to case<br>7) Vary from case to case<br>8) Minimum 10 users   |
| 5   | 5.5.3.1. Technical Bid Submission requirements<br>- ERP OEM will verify and certify the Functional Requirement Specification (FRS) compliance prepared by bidder. This is to ensure all requirements are covered as per ERP functional module & sub-modules as well as solution proposed by bidder is appropriate for SECI<br>- ERP OEM will verify and certify that all required modules & sub-modules to meet requirements are covered in ERP Bill of Material (BOM) and supplied.<br>- ERP OEM will verify and certify that infrastructure BOM, sizing, configuration, architecture on cloud platform and approach will be as per OEM recommendations and appropriate for SECI's business requirements.<br>- ERP OEM and bidder will jointly submit a indicative plan and detailed phase wise activities for carrying out OEM audit as per the scope. | 1. Both OEM and the Bidder need to sign the 10.14. FRS & TRS Compliance. There are so many requirements related to Network, Infrastructure, Cloud hosting, Security, Third party solutions. We will not be able to sign the FRS/ TRS documents.<br>2. We will not be able to sign the BOM for the quantities.<br>3. We can only sign the Hardware Sizing sheet. We cannot sign the infrastructure BOM, Configuration, Architecture etc.   | We need OEM to ensure that leading practices are followed in the implementation. OEM should review the documents and provide their comments in writing.                        |
| 6   | System should have the ability to do perform complete tendering process starting from creating an NIT (RFQ, RFP, Enquiry), record the details of tender/ bid opening, evaluate qualification of bidder in technical bid, e-reverse auction and all other activities required to complete the entire tendering process.   | This requirement can be met by Supplier Relationship Management systems/ E-Tendering/ Reverse Auction Solutions. Please clarify whether such solutions need to be quoted and implemented.   | You may propose such system, however requirement should be met   |
| 7   | 25. System should have the ability to upload GST return and TDS return on Government portal directly from ERP.   | Please clarify whether there is a need to Tie up with any Applications Service Providers (ASPs) and GST Suvidha Providers (GSPs) to interface with the GSTN system.   | You may propose such solution, however requirement should be met   |
| 8   | 2. ERP should support distributed processing.  | Please clarify the distributed processing requirement   | ERP will be accessed on different network across different locations (Remote sites)  |
| 9   | 4. ERP should be scalable. Please specify the upward scalability in terms of<br>1. maximum number of users<br>2. maximum volume of transactions  | ERP Applications are highly scalable to take care of any future expansion in terms of usage, Functionality, Geographies, Acquisitions etc. Hardware sizing is done based on the maximum number of concurrent users/ Throughput (Volume of transactions). Please provide the estimated number of Concurrent users/ transactions with the % year on year growth envisaged. This is required to arrive at the appropriate Hardware sizing. Also request you to please remove this requirement from the TRS section.          | Number of concurrent users would be around 40  |

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| 10  | 58. ERP should comply with the Indian Information Technology Act.  | ERPs are configurable Software which can be configured to meet the Varuous acts/ compliances. Adherence to the acts need to be considered while configuring the ERP system during the implementation. Request you to please delete this requirement or amend the requirement suitably.  | Provisions of NIT document shall prevail.   |
| 11  | 10.14. FRS & TRS Compliance (ERP OEMs may provide the following certificate either jointly with the Bidder or separately without modifying the contents)   | Same as Serial No. 05   | We need OEM to ensure that leading practices are followed in the implementation. OEM should review the documents and provide their comments in writing. |
| 12  | 10.15. ERP Modules & Sub Modules Bill of Material Confirmation (ERP OEMs may provide the following certificate either jointly with the Bidder or separately without modifying the contents)  | Same as Serial No. 05   | We need OEM to ensure that leading practices are followed in the implementation. OEM should review the documents and provide their comments in writing. |
| 13  | Actual number of licenses (100% (pro-rata basis) as per clause 5.3 BOQ item 1) supplied to SECI  | We suggest that all development and traning should start along with the project initiation and on actual ERP license. So ERP licenses should supply during Blue Printing phase only   | Provisions of NIT document shall prevail.   |
| 14  | <p>Project Experience in India<br/>The bidder should have successfully completed:</p> <p>1. At least 03 (Three) ERP implementations of proposed ERP Product in India in last 05 (Five) years as on last date of submission of bids and these implementations should cover the following Sectors/ Industries/ Organizations:<br/>- One Implementation must be in Government/ PSU;<br/>- One implementation must be in Power Sector in India<br/>- Other implementation(s) can be from any other Sectors/ Industries/ Organizations.</p> <p>2. All three implementations must have a minimum of 100 users; and</p> <p>3. Each such implementation should have covered at least three out of the below listed functions:<br/>• Human Resource Management &amp; Payroll<br/>• Finance<br/>• Inventory &amp; Procurement<br/>• Project Management<br/>• Supplier Management</p> | <p>We request you to please change the criteria as under, as the implementation consultants should have experience in Power Sector.</p> <p>Project Experience:<br/>The bidder should have successfully completed:</p> <p>1. At least 03 (Three) ERP implementations of proposed ERP Product in last 03 (Three) years as on last date of submission of bids and these implementations should cover the following Sectors/ Industries/ Organizations:<br/>- One Implementation must be in Government/ PSU<br/>- bidder's implementation team should have experience in Power sector in India<br/>- Other implementation(s) can be from any other Sectors/ Industries/ Organizations.</p> <p>2. From above three implementations must have a minimum of 100 users; and</p> <p>3. Each such implementation should have covered at least three out of the below listed functions:<br/>• Human Resource Management &amp; Payroll<br/>• Finance<br/>• Inventory &amp; Procurement<br/>• Project Management<br/>• Supplier Management</p> | Provisions of NIT document shall prevail.   |
| 15  | 5.1.3.14<br>SECI will commence ATS (Annual Technical Support) payment only after successful completion of post go-live stabilization period.   | The OEM ATS will start from the date of signing the End User License Agreement. Please change the terms accordingly.  | There are different ATS. OEM license ATS may be different from implementation partner ATS.  |
| 16  | 5.1.3.4.1.2. Integration/ Interfaces<br>Bidder needs to proposed appropriate solution for integration between ERP and other applications including but not limited to SECI website, e-procurement portal.  | Please specify the other applications to be integrated with ERP as fixed scope of implementation. Costing is depend on effort and open ended requirement cannot ascertain   | Existing system to be replaced with the ERP. Any system to be integrated will be discussed during requirement gathering.                                |
| 17  | 5.1.3.9.1. Training<br>Training needs to be carried out at Corporate office and any other SECI's location as per requirements and SECI approval.   | Please specify the locations for training   | Central location in Delhi. Other locations can be connected via Webex.etc.  |
| 18  | 5.1.3.72<br>During stabilization test, the bidder shall deploy performance measurement tools to establish adherence to desired Standards of Performance.   | Please provide expectation from SECI related performance standard and measurement tools.  | Mentioned in the SLAs   |
| 19  | 5.1.3.10. Data collection & migration<br>Scope of data migration will cover all master data and transaction data required for the ERP system to cover the functional areas covered in the project.   | Master data and cutover data (opening balances) will transfer to ERP System not transactional data. Please confirm  | We may need to assess and decide later on   |

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| 20  | <p>SCC Sl. 3</p> <p>Time for Completion is:</p> <p>The implementation of ERP will be in two phases :</p> <p>i. Finance and Human Resource Management : Both business functions will have to Go-Live in December 2018.</p> <p>ii. Other Business functions specified in Scope of Work will have to Go-Live by June 2019.</p> <p>Further Contractor is also to provide Operation &amp; Maintenance Services Post Implementation of ERP (after successful stabilization period). The O&amp;M period will be 05 (Five) years mandatory.</p> | <p>Requirement Gathering, Business Bluepring, Realization, Testing, Integrated Testing, UAT, Training and Go-live, along with audit services in every phases and the mentioned timeline is requested to extend by at least 3 months, provided information, data and necessary approval from SECI as per the project plan.</p> <p>Please extend the go-live of phase I for 3 months (i.e. April 2019).</p> <p>Please extend the go-live phase II for 6 months.</p> <p>ERP will be operated by SECI and bidders will provide the maintenance. Please change the word of Operation and Maintenance in entire RFP, accordingly.</p> | <p>We would like HR and Finance to get completed by December end. Other modules to be completed by June 2019. If there is any change, it will be communicated to the bidders</p> |
| 21  | 8.4.3.3 Incident Management   | The penalties mentioned against call logging and closing is very high and need to re-visit and rationalised.  | Provisions of NIT document shall prevail.  |
| 22  | All payments made to bidder on completion of each milestone during the 'Implementation phase' as specified below in BOQ Item 3 will subject to 10% reduction to cater for retention money.  | Please remove this clause as the bidder is already submitting the Performance Guarantee against the project, hence retention is not required.   | Provisions of NIT document shall prevail.  |
| 23  | Terms of Payment  | Please change the payment term as per the effort involved as 20% each at five phase BBP, Realisation, UAT, Go-Live and after stabilization.   | Provisions of NIT document shall prevail.  |
| 24  | 5.5.3.2 ERP Implementation Audit  | Pre go-live audit is suggested, remaining is not relevant and will increase the project duration with no value addition to SECI. Please delete the clause.  | Provisions of NIT document shall prevail.  |
| 25  | 2.7.5 Evaluation of Bids and E-Reverse Auction  | ERP implementation is an intellectual activity and reverse auction will lead to compromise of quality of resource to meet the costing. Please to remove the Reverse Auction.  | Provisions of NIT document shall prevail.  |
| 26  | <p>2.9.4 Consequences of Termination/ Completion of Operation &amp; Maintenance Contract</p> <p>Handover the list of all IT Assets, passwords at all locations to the Purchaser/ Employer/ Owner.</p>   | <p>Kindly confirm does SECI need handover of the Hardware and software proposed for hosting SECI infra?</p> <p>if yes request you to allow bidder to propose Private cloud solution for hosting SECI infra on cloud</p>   | Meity empanelled cloud service provider are allowed  |
| 27  | <p>2.9.4 Consequences of Termination/ Completion of Operation &amp; Maintenance Contract</p> <p>Transfer the ownership of all software, licenses, and agreements in favor the Purchaser.</p>  | <p>As per MEITY the guidelines, licenses will be not handover to the Client (SECI).</p> <p>CSP will provide the license on service model, Kindly confirm.</p>   | Meity guidelines will be followed  |
| 28  | <p>5.1.2 Scope Summary</p> <p>The cloud service provider selected by bidder must be from The Ministry of Electronics and Information Technology (MEITY) Empaneled service providers.</p>  | Kindly confirm the required RPO and RTO (in Minutes or Hours).  | <p>RPO - less than or equal to 2 hours</p> <p>RTO - less than or equal to 4 hours</p>  |
| 29  | <p>5.1.2.1 Geographical Scope</p> <p>The project is intended to cover all offices of SECI. The implementation will also include a Data Center (DC) and a Disaster Recovery Center (DRC) whose locations in India will be decided at a later date.</p>   | <p>Kindly confirm bidder RPO/ RTO reporting and DR Management tool as part of the service to ensure RPO &amp; RTO.</p> <p>Kindly confirm when the DC DR will be hosted in Meity Empanelled CSP why the location for DC and DR will be selected on later date terms as it is already mentioned DC DR should be in Different seismic zone ,as the statement seems contradictory as per scope mentioned in point 5.1.2 .1, Kindly revise the clause because as per GOI Norms and recommendation any project of Govt./ PSU in India must Hosted in MeITY empanelled CSP having different seismic zone.</p>                          | It is not decided yet, however it will be discussed with SI and cloud vendor (Preferably Meity empanelled DC DR location)  |
| 30  | <p>5.1.3.8.4 Functional and Technical Support</p> <p>Bidder will incorporate changes suggested by internal/ external auditor after system audit.</p>  | <p>Kindly confirm who will bear the cost of audit bidder or SECI. If bidder then kindly share the below responses.</p> <p>Kindly confirm audit need to be done by third party auditor or cert-in empanelled vendor.</p> <p>Kindly confirm the frequency of audit need to be done in a year.</p>   | <p>Bidder will bear the cost of the audit</p> <p>Audit will be done by ERP OEM</p> <p>Frequency of audit - Refer - 5.5.3.2.</p>  |
| 31  | 5.1.3.10 Data collection & migration  | Kindly confirm the total data size (in GB) that need to be migrate to cloud ex: Log file, flat file, etc.   | We may need to assess and decide later on  |

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| 32  | 5.1.3.8.4 Functional and Technical Support<br>Bidder will provide comprehensive on-site support within stipulated timelines and SLA parameters including but not limited to ERP solution, database, patches and releases.  | Kindly confirm bidder need to provide the On-site resources for Database management at SECI location or Datacenter site and also confirm the required resources.  | Refer - 5.1.3.8.2 and 5.1.3.8.3   |
| 33  | The bidder will prepare Bill of Material for hardware, networking, additional system software and licenses.  | Kindly confirm bidder need to provide the dedicated server or virtual machine.  | It will be decided with selected SI and depends on the ERP, however it is advisable to provide cost estimate of both type of server required and recommended based on the ERP |
| 34  | The Bidder needs to supply RDBMS which is compatible with the ERP solution and other peripheral solutions. Bidders need to provide "runtime" version considering the complete solution, enterprise wide users and server architecture. RDBMS license should not be based on "core(s)" or "processor(s)" and no additional procurement or payment to the Supplier regarding RDBMS license will be allowed in case of change in the server(s) or architecture. | Kindly elaborate the said clause "no additional procurement or payment to the Supplier regarding RDBMS license will be allowed in case of change in the server(s) or architecture."<br><br>1) As all OEM RDBMS license are based on "core/ processor(s)/ socket based, so it is not possible for bidder to get the license without core/ processor.<br>2) Request you to remove the remove the said clause.<br><br>As it is possible to use the same license to the different server with same configuration (CPU/ Processor) with no additional procurement or payment.<br><br>In case of increment in core/ processor license will be additional. | Please align with OEM compatibility.  |
| 35  | Section VI Technical Requirement Specifications (TRS)<br>Redundant fire suppression and detection devices should be available.   | Request you to amend the clause to "Fire suppression and detection devices should be available".  | Provisions of NIT document shall prevail.   |
| 36  | Section VI Technical Requirement Specifications (TRS)<br>VPN and MPLS connectivity to be terminated at the data centre.  | Kindly confirm bidder need to provide the SSL VPN or IPsec VPN connection, if yes then kindly share the required number of SSL VPN/ IPsec connection?<br><br>Kindly confirm the number of MPLS connectivity to be terminated at the data centre.  | You may propose whichever is secure, safe and user friendly.  |
| 37  | Section VI Technical Requirement Specifications (TRS)<br>Data center's cumulative Internet bandwidth availability from multiple providers should not be less than 10gbps   | Kindly amend the clause to "Data center's cumulative Internet bandwidth availability from multiple providers should not be less than 2 gbps".   | Provisions of NIT document shall prevail.   |
| 38  | The service provider should be audited and should follow reporting according to the standards of ISAE 3402/ SSAE16/ SAS70.   | Kindly remove this clause.<br><br>Request SECI to consider "The service provider should have ISO 27001:2013, ISO 27017:2015 and ISO 27018:2014 Certificates".   | Meity guidelines will be followed   |
| 39  | General  | Kindly confirm the total and concurrent users.  | Number of concurrent users would be around 40   |
| 40  | 4. Section III: Qualifying Requirements: Sr No 5<br>Bidder should be a CMM/ CMMi Level 3 or higher certified: Copy of a valid certificate self-attested by the authorized signatory of the bidder.   | We request SECI to amend the clause as following:<br><br>Bidder should be a CMM/ CMMi Level 3 or higher certified: Copy of a valid certificate self-attested by the authorized signatory of the bidder. In case validity of CMM level 5 certificates is expired, bidder needs to submit copy of application for renewal along with expired certificate.<br><br>Please find enclosed reference of recently floated RFP from following PSU/ Govt. related to CMMi Level clause for your kind reference.<br>i) PGCIL<br>ii) IOCL<br>iii) CERSAI<br>iv) EdCIL<br>v) HUDCO   | Provisions of NIT document shall prevail.   |
| 41  | 4. Section III: Qualifying Requirements: Project Experience<br>One implementation must be in Power Sector in India;  | Request you to consider Global Experience also for implementation of offered ERP solution in power sector   | Provisions of NIT document shall prevail.   |

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| 42  | <p>5. Terms of Payment</p> <p>All payments made to bidder on completion of each milestone during the 'Implementation phase' as specified below in BOQ Item 3 will subject to 10% reduction to cater for retention money.</p> <p>The retention money will be released and paid to bidder after the successful completion of O&amp;M and Cloud - Hosting and Support services for the period of 5 (Five) years post stabilization phase.</p> | <p>Request SECI to not hold the 10% of payment as retention money as already asking for Contract Performance Security i.e. 10% of the Contract Value</p>   | Provisions of NIT document shall prevail. |
| 43  | <p>Penalty</p> <p>In case of failure to achieve any parameter/ milestone, penalty of 2% of the total contract value (Implementation Part excluding License Cost as per Format 10.13.2) per week subject to maximum 10% of the total contract value shall be imposed.</p>   | <p>We request SECI to amend the clause as following:</p> <p>In case of failure to achieve any parameter/ milestone, penalty of 1/2% of the incompleted work, per week subject to maximum 10% of the incompleted work value shall be imposed.</p> <p>We request you to please cap on over all pealty of 10% of cotract value</p>  | Provisions of NIT document shall prevail. |
| 44  | Reverse Auction  | Please delete reverse auction clause from this RFP, as he SOW is not related to simple SITC of hardware. It's an application/ ERP implementation project which have major part of related to implementation/ customization and depend on quality of resources deployed. Due to reverse Auction quality of man power will be decrease and ultimately project will suffer. | Provisions of NIT document shall prevail. |
| 45  | <p>S. No. 61 Page 91</p> <p>System should have the ability to provide access via the Internet with secured connectivity.</p>   | A dedicated IPS should be deployed to protect the network from the known and unknown vulnerabilities.  | Not a part of RFP                         |
| 46  | <p>S. No. 62 Page 91</p> <p>The proposed architecture to provide industry best security arrangements for Internet facing applications including Load Balancer, Web Application Firewall, Reverse Proxy etc.</p>  | Apart from the firewall, a dedicated IPS should be deployed. An IPS will be able to take care of all known or unknown threats.   | Not a part of RFP                         |
| 47  | <p>S. No. 64 Page 92</p> <p>Application servers Operating Systems should be protected with anti-virus software</p>   | Antivirus is suggested only for the endpoints. However for server security, a complete HIPS solution should be deploys.  | Not a part of RFP                         |
| 48  | <p>S. No. 64 Page 92</p> <p>Network based Intrusion Detection and Protection should be implemented</p>   | A dedicated IPS should be deployed to protect the network from the known and unknown vulnerabilities.  | Not a part of RFP                         |
| 49  | <p>To Add</p> <p>OEM for Security components should be Gartner leader</p>  | It is important to have some qualification crieteria to ensure that only technically good pproducts are proposed.  | Not a part of RFP                         |
| 50  | <p>2.1.3 General Financial Rules</p> <p>If any dispute arises out of the any terms and conditions not covered under this NIT/ Tender Document, same shall be settled out of the rules and orders which are compiled in General Financial Rules (GFR).</p>  | <p>Bidder requests modification: -</p> <p>If any dispute arises out of the any terms and conditions not covered under this NIT/ Tender Document, same shall be settled out of the rules and orders as specified in the Agreement signed between the Owner/ Employer and the successful bidder.</p>   | Provisions of NIT document shall prevail. |
| 51  | <p>2.4.3.3. Goods &amp; Service Tax (GST)</p> <p>In case CBEC (Central Board of Excise and Customs) brings to the notice of Employer/ Owner that the Bidder has not remitted the amount towards GST collected from Employer/ Owner to the government exchequer, then, that Bidder may be debarred from bidding in future tenders of Employer/ Owner for given period as per the sole discretion of Employer/ Owner.</p>                    | <p>Bidder requests modification: -</p> <p>In case CBEC (Central Board of Excise and Customs) brings to the notice of Employer/ Owner that the Bidder has not remitted the amount towards GST collected from Employer/ Owner to the government exchequer, then, the contract with such Bidder may be terminated as per the sole discretion of Employer/ Owner.</p>        | Provisions of NIT document shall prevail. |

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| 52  | <p>2.4.4 (9) Earnest Money Deposit</p> <p>Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:</p> <p>(a) If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'</p> <p>(b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice</p> <p>(c) If the Bidder modifies bids during the period of bid validity (after last date of submission).</p> <p>(d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.</p> <p>(e) In the case of a successful Bidder, if the Bidder fails to:</p> <p>i. acknowledge receipt the NOA/ LOI/ LOA within 15 (Fifteen) days from issuance of same.</p> <p>ii. to furnish "Performance Security as per clause 2.8.4.</p> <p>iii. to accept 'arithmetical corrections' as per provision of clause 2.7.4 of ITB.</p> | <p>Bidder requests modification: -</p> <p>Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:</p> <p>(a) If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'</p> <p>(b) If a Bidder has (according to a court of competent jurisdiction) indulged in corrupt/ fraudulent/ collusive/ coercive practice</p> <p>(c) If the Bidder modifies bids during the period of bid validity (after last date of submission).</p> <p>(d) In the case of a successful Bidder, if the Bidder fails to:</p> <p>i. acknowledge receipt the NOA/ LOI/ LOA within 15 (Fifteen) days from issuance of same, despite deviations submitted by the bidder being adequately addressed by the Employer.</p> <p>ii. to furnish "Performance Security as per clause 2.8.4.</p> | Provisions of NIT document shall prevail. |
| 53  | <p>2.5.4 (5) Modification and Withdrawal of Bids</p> <p>In case after price bid opening and e-Reverse Auction, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by the bidder in bidding or varying any term in regard thereof leading to re-tendering, Purchaser/ Employer/ Owner shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Purchaser/ Employer/ Owner after following the due procedure.</p>   | <p>Bidder requests modification: -</p> <p>In case after price bid opening and e-Reverse Auction, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by the bidder in bidding or varying any term in regard thereof leading to re-tendering, Purchaser/ Employer/ Owner shall forfeit EMD paid by the bidder.</p>   | Provisions of NIT document shall prevail. |
| 54  | <p>2.8.2 (2) Letter of Award</p> <p>Contract Period shall commence from the date of "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" or as mentioned in the Notification of Award/ Letter of Intent/ Letter of Allocation. The "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-2.8.3".</p>   | <p>Bidder requests modification: -</p> <p>Contract Period shall commence from the date of signing of the contract. The "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" will constitute the intent of the parties to form a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-2.8.3".</p>   | Provisions of NIT document shall prevail. |
| 55  | <p>2.8.2 Letter of Award</p> <p>3. The of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acknowledgement within 15 (Fifteen) days from the date of its issuance.</p> <p>4. In case the successful bidder fails to acknowledge the acceptance of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" as mentioned above vide clause no. 3 of 2.8.2, same will be treated as a case of non-responsiveness &amp; default and Employer/ Owner may take suitable action to get the project successfully executed.</p>  | <p>Bidder requests modification: -</p> <p>3. The of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acknowledgement within 15 (Fifteen) days from the date of its issuance provided deviations submitted by the bidder are adequately addressed by the Employer.</p> <p>4. In case the successful bidder fails to acknowledge the acceptance of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" as mentioned above vide clause no. 3 of 2.8.2, the bid of such bidder shall be rejected.</p>   | Provisions of NIT document shall prevail. |
| 56  | <p>2.8.3 (2) Signing of Contract</p> <p>In case the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 1 of 2.8.3, same will be treated as a case of non-responsiveness &amp; default and Employer/ Owner may take suitable action to get the project successfully executed. Same may constitute sufficient grounds for the forfeiture of EMD.</p>  | <p>Bidder requests modification: -</p> <p>In case the successful bidder fails to execute the 'Contract Agreement' on mutually agreed terms and conditions as mentioned above vide clause no. 1 of 2.8.3, same will be treated as a case of non-responsiveness &amp; default and Employer/ Owner may reject the bid of such bidder. Same may constitute sufficient grounds for the forfeiture of EMD.</p>  | Provisions of NIT document shall prevail. |

**Clarifications to Queries raised during Pre-Bid Meeting on 05.07.2018**

| NIT No: SECI/C&P/NIT/ERP/052018 dtd. 21.06.2018   |   |  |   |
|---|---|--|---|
| Implementation of ERP on Cloud Platform, Supply of Licenses including Operation and Maintenance (O & M) at Solar Energy Corporation of India Limited (SECI) |   |  |   |
| Sl. No.   | NIT Clause  | Queries  | Clarifications                            |
| 57  | <p>2.8.3 (7) Performance Guarantee</p> <p>7) All compensation or other sums of money payable by the Bidder to the Employer/ Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Performance Guarantee or from any sums which may be due or may become due to the Bidder by the Employer/ Owner of any account whatsoever and in the event of his Performance Guarantee being reduced by reasons of any such deductions or sale of aforesaid, the Bidder shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Performance Guarantee, or any part thereof. No interest shall be payable by the Employer for sum deposited as Performance Guarantee.</p> | <p>Bidder requests modification: -</p> <p>7) All compensation or other sums of money payable by the Bidder to the Employer/ Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Performance Guarantee or from any sums which may be due or may become due to the Bidder by the Employer/ Owner. No interest shall be payable by the Employer for sum deposited as Performance Guarantee.</p>   | Provisions of NIT document shall prevail. |
| 58  | <p>2.8.5.5.1 Initiation for Suspension</p> <p>Action for suspension business dealing with any agency(ies) shall be initiated by C &amp; P Department when</p> <p>(i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.</p> <p>(ii) Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.</p> <p>(iii) Nonperformance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.</p>   | <p>Bidder requests modification: -</p> <p>Action for suspension business dealing with any agency(ies) shall be initiated by C &amp; P Department when</p> <p>(i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.</p> <p>(ii) Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.</p>   | Provisions of NIT document shall prevail. |
| 59  | <p>2.9.1 Termination for Default</p> <p>1. The Purchaser/ Employer/ Owner may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, terminate the Contract in whole or in part:</p> <p>b. if the Supplier, in the judgment of the Purchaser/ Employer/ Owner has engaged in corrupt, fraudulent, collusive, or coercive practices, in competing for or in executing the Contract; or</p> <p>d. if the Supplier commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser/ Employer/ Owner in its absolute discretion decide) provided in a notice in this behalf from the Purchaser/ Employer/ Owner.</p>   | <p>Bidder requests modification: -</p> <p>1. The Purchaser/ Employer/ Owner may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, terminate the Contract in whole or in part:</p> <p>b. if the Supplier, in the judgment of a court of competent jurisdiction has engaged in corrupt, fraudulent, collusive, or coercive practices, in competing for or in executing the Contract; or</p> <p>d. if the Supplier commits any breach of the Contract and fails to remedy or rectify the same within the period of four (4) weeks (or such longer period as the Purchaser/ Employer/ Owner in its absolute discretion decide) provided in a notice in this behalf from the Purchaser/ Employer/ Owner.</p>                              | Provisions of NIT document shall prevail. |
| 60  | <p>2.9.4 Consequence of Termination</p> <p>Upon Termination of the Contract or on the completion of Operation &amp; Maintenance period, the Supplier shall:</p> <p>a. Transfer the ownership of all software, licenses, and agreements in favour the Purchaser.</p> <p>b. Prepare and submit a detailed exit plan within five calendar days of termination notice receipt to SECI ("Exit Plan").</p> <p>c. Purchaser nodal authority along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan gets rejected, Supplier shall prepare alternate plan within two calendar days. If the second plan is also rejected, Purchaser nodal authority will provide a plan for Supplier and it should be adhered by in totality</p>                              | <p>Bidder requests modification: -</p> <p>Upon Termination of the Contract or on the completion of Operation &amp; Maintenance period, the Supplier shall:</p> <p>a. Transfer the ownership of all software, licenses in favour the Purchaser.</p> <p>b. Prepare and submit a detailed exit plan within five calendar days of termination notice receipt to SECI ("Exit Plan").</p> <p>c. Purchaser nodal authority along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan gets rejected, Supplier shall prepare alternate plan within fifteen (15) calendar days. If the second plan is also rejected, Purchaser nodal authority will provide a plan for Supplier and it should be adhered by in totality</p> | Provisions of NIT document shall prevail. |

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| NIT No: SECI/C&P/NIT/ERP/052018 dtd. 21.06.2018   |   |  |   |
|---|---|--|---|
| Implementation of ERP on Cloud Platform, Supply of Licenses including Operation and Maintenance (O & M) at Solar Energy Corporation of India Limited (SECI) |   |  |   |
| Sl. No.   | NIT Clause  | Queries  | Clarifications                            |
| 61  | <p>5.1.2 Scope Summary</p> <p>The Bidder and Cloud Service Provider will enter into agreement in order to provide Cloud services to SECI. Bidder will be responsible to submit a copy of such agreement to SECI. The agreement must include site visit by SECI officials at the data center of cloud service provider once a year.</p>  | <p>Bidder requests modification: -</p> <p>The Bidder and Cloud Service Provider will enter into agreement in order to provide Cloud services to SECI. The agreement must include site visit by SECI officials at the data center of cloud service provider once a year.</p>  | Provisions of NIT document shall prevail. |
| 62  | <p>5.1.3.7.2 Stabilization Test</p> <p>If the "ERP Solution" (or sub-system(s)) fails after the second stabilization acceptance test, Purchaser/ Employer/ Owner shall levy penalty equivalent to 10% (ten percent) of the total price for Licenses and Implementation Cost (i.e. BOQ No. 1 and 3 of Clause 10.13.2) for not meeting the response time as mentioned in Clause 8.4.2 and will notify the bidder accordingly.</p> <p>Bidders to note that this penalty for "ERP Solution" failure will be over and above the provisions for penalties defined in bid document such as Liquidity Damage and/ or SLA etc.</p> <p>For performance below the Standards of Performance as mentioned in Clause 8.4.2, the Bidder is liable to be rejected. In such case, the Purchaser/ Employer/ Owner may recover the entire cost paid to the Bidder.</p> | <p>Bidder requests modification: -</p> <p>Deletion of the Clause.</p>  | Provisions of NIT document shall prevail. |
| 63  | <p>5.2.2 Deliverable Acceptance Procedure</p> <p>SECI will provide feedback within the agreed timelines to make necessary changes, corrections (if required). Bidder will be required to re-submit the revised document/ deliverable.</p>   | <p>Bidder requests modification: -</p> <p>SECI will provide feedback within the agreed timelines to make necessary changes, corrections (if required). Bidder will be required to re-submit the revised document/ deliverable. In the event, SECI fails to accept/ reject the deliverable within the agreed timelines, such deliverable shall be deemed as accepted by SECI.</p>   | Provisions of NIT document shall prevail. |
| 64  | <p>21 Particulars of Bidder</p> <p>Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work</p>   | <p>Bidder requests modification: -</p> <p>Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work in the last six (6) months</p>  | Provisions of NIT document shall prevail. |
| 65  | <p>11.1.33 Definitions</p> <p>EFFECTIVE DATE means the date of issuance of Notification of Award/ Letter of Intent/ Letter of Allocation from which the Time for Completion shall be determined.</p>  | <p>Bidder requests modification: -</p> <p>EFFECTIVE DATE means the date of signing of the contract from which the Time for Completion shall be determined.</p>   | Provisions of NIT document shall prevail. |
| 66  | <p>11.1.70 Definitions</p> <p>SPECIFICATION shall mean all directions the various Technical Specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the Contract for the work or works, as may be amplified or modified by the Employer/ Owner or Engineer-in-Charge/ Project Manager during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/ corrigenda published before entering into Contract.</p>  | <p>Bidder requests modification: -</p> <p>SPECIFICATION shall mean all directions the various Technical Specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the Contract for the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/ corrigenda published before entering into Contract.</p> | Provisions of NIT document shall prevail. |
| 67  | <p>11.3.3 Time Schedule and Progress Reporting</p> <p>In all matters concerning the extent of targets set out in the weekly and monthly programs and the degree of achievements the decision of the Engineer-in- Charge will be final and binding on the Contractor.</p>  | <p>Bidder requests modification: -</p> <p>Deletion of the Clause.</p>  | Provisions of NIT document shall prevail. |

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| Sl. No.   | NIT Clause   | Queries  | Clarifications                            |
| 68  | <p>11.4.9 Liquidated Damages (LD)/ Penalty</p> <p>b) The Employer/ Owner shall as an alternative to the Liquidated Damages at its option, get work executed from elsewhere at the risk and cost of the Contractor irrespective of the fact whether the scope of Contract is identical to the original scope of Contract and in case the Employer/ Owner chooses the alternative course as mentioned, it will be entitled to recover compensation/ damages from the Contractor irrespective of maximum limit prescribed under Clause 11.4.9 (a).</p> <p>(c) The Employer/ Owner may by giving (01) one month notice to the Contractor cancel the Contract without prejudice to the Employer's/ Owner's right under Clauses 11.4.9 (a) and 11.4.9 (b) or any other provisions contained in the Contract to determine the Contract and claim damaged from the Contractor.</p> | <p>Bidder requests modification: -</p> <p>(b) The Employer/ Owner shall as an alternative to the Liquidated Damages at its option, get work executed from elsewhere at the risk and cost of the Contractor irrespective of the fact whether the scope of Contract is identical to the original scope of Contract and in case the Employer/ Owner chooses the alternative course as mentioned, it will be entitled to recover compensation/ damages from the Contractor irrespective of maximum limit prescribed under Clause 11.4.9 (a). Provided however that the Employer shall first give a prior reasonable notice to the Contractor to rectify the default and only if the default continues even after the expiry of the cure period shall the Employer have the right to invoke this clause. Provided further that the aggregate liability on account of the invocation of this clause shall be restricted to 5% of the charges which otherwise would have been payable to the Contractor had this clause not been invoked.</p> <p>(c) The Employer/ Owner may by giving (01) one month notice to the Contractor cancel the Contract without prejudice to the Employer's/ Owner's right under Clauses 11.4.9 (a) and 11.4.9 (b) or any other provisions contained in the Contract to determine the Contract and claim damaged from the Contractor. However, the Contractor shall be paid for all the goods delivered and services rendered up to the effective date of termination.</p> | Provisions of NIT document shall prevail. |
| 69  | <p>11.4.14.12 Termination of Contract for Non-Performance and Subsequently Putting the Contractor on Banning List:</p> <p>In case of termination of Contract herein set forth (under clause 11.4.11) except under conditions of Force Majeure and termination after expiry of contract, the Contractor shall be put under Banning List [i.e. neither any enquiry will be issued to the party by Employer/ Owner against any type of tender nor their offer will be considered by Employer/ Owner against any ongoing tender(s) where contract between Employer/ Owner and that particular Contractor (as a bidder) has not been finalized] for a period as decided by the Employer/ Owner to such Contractor.</p>  | Bidder requests deletion of this clause.   | Provisions of NIT document shall prevail. |
| 70  | <p>11.4.19 Subletting of Works</p> <p>The Employer/ Owner may give written consent to Sub-Contract for the execution of any part of the Work at the site, being entered in to by Contractor provided each individual Sub-contract is submitted to the Engineer-in-Charge/ Project Manager before being entered into and is approved by him.</p>  | <p>Bidder requests modification: -</p> <p>The Employer/ Owner may give written consent to Sub-Contract for the execution of any part of the Work at the site, being entered in to by Contractor.</p>   | Provisions of NIT document shall prevail. |
| 71  | 11.4.20 Power of Entry   | Bidder requests deletion of this clause.   | Provisions of NIT document shall prevail. |
| 72  | <p>11.4.21 Contractor's Responsibility</p> <p>The Contractor shall keep the Employer/ Owner indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations etc.</p>   | <p>Bidder requests modification: -</p> <p>The Contractor shall keep the Employer/ Owner indemnified against all penalties and liabilities of every kind, arising out of non- adherence to laws applicable to the Contractor in its capacity as an IT service provider.</p>   | Provisions of NIT document shall prevail. |

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| Implementation of ERP on Cloud Platform, Supply of Licenses including Operation and Maintenance (O & M) at Solar Energy Corporation of India Limited (SECI) |   |   |   |
| Sl. No.   | NIT Clause  | Queries   | Clarifications                            |
| 73  | 11.4.26 Liens<br><br>(d) Contractor will indemnify and hold the Employer/ Owner harmless, for a period of 02 (Two) years after the issue of Final Certificate, from all liens and other encumbrances against the Employer/ Owner on account of debts or claims alleged to be due from the Contractor or his Sub-Contractor to any person including Sub-Contractor and on behalf of Employer/ Owner will defend at his own expense, any claim or litigation brought against the Employer/ Owner or the Contractor in connection therewith. Contractor shall defend or contest at his own expense any fresh claim or litigation by any person including his Sub-Contractor, till its satisfactory settlement even after the expiry of 02 (Two) years from the date of issue of Final Certificate. | This being an IT services (ERP Implementation) contract, we request that this clause be made inapplicable.  | Provisions of NIT document shall prevail. |
| 74  | 11.4.32.1 Functional Guarantees   | Bidder requests if these guarantees are removed.  | Provisions of NIT document shall prevail. |
| 75  | 11.4.33 Release of Confidential Information<br><br>(f) The provisions of this GCC Clause 11.4.33 shall survive termination, for whatever reason, of the Contract.   | Bidder requests modification: -<br><br>(f) The provisions of this GCC Clause 11.4.33 shall survive termination, for whatever reason, of the Contract for a period of three (3) years.   | Provisions of NIT document shall prevail. |
| 76  | 11.5.1 (b) Execution of Work<br><br>All materials shall be of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as may be specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant IS codes specification wherever Indian specifications apply or IEC codes or equivalent internationally accepted standard.   | Bidder requests modification: -<br><br>All materials shall be of standard industry the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as may be specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant IS codes specification wherever Indian specifications apply or IEC codes or equivalent internationally accepted standard.  | Provisions of NIT document shall prevail. |
| 77  | 11.5.3 Change in Laws and Regulations<br><br>However, these adjustments would be restricted to direct transactions between the Employer/ Owner and the Contractor/ assignee of Foreign Contractor (if applicable). This adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and shall also not be applicable on bought out items dispatched directly from sub- vendor works to site.   | Bidder requests deletion of this clause.  | Provisions of NIT document shall prevail. |
| 78  | 11.5.10 Stores Supplied by the Employer/ Owner<br><br>As per RfP  | Is this clause applicable in the present transaction?   | Provisions of NIT document shall prevail. |
| 79  | 11.5.17 Action and Compensation in case of bad work   | Bidder requests deletion of this clause.  | Provisions of NIT document shall prevail. |
| 80  | 11.5.19 Employer/Owner may do part of Work  | Bidder requests deletion of this clause.  | Provisions of NIT document shall prevail. |
| 81  | 11.5.21 Defect Liability Period<br><br>(a) The Contractor must warrant that the Facilities shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.   | Bidder requests modification: -<br><br>(a) The Contractor must covenant that the Facilities shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.  | Provisions of NIT document shall prevail. |
| 82  | 11.5.26 Indemnity<br><br>If any action is brought before a Court, Tribunal or any other Authority against the Employer/ Owner or an officer or agent of the Employer/ Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury or death caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor's, or in connection with any claim based on lawful demands of Sub-Contractor's workmen suppliers or employees, the Contractor, shall in such cases indemnify and keep the Employer/ Owner and/ or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.     | Bidder requests modification: -<br><br>If any action is brought before a Court, Tribunal or any other Authority against the Employer/ Owner or an officer or agent of the Employer/ Owner, for damage to tangible property or bodily injury or death caused by the alleged wilful omission or gross negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor's, or in connection with any claim based on lawful demands of Sub-Contractor's workmen suppliers or employees, the Contractor, shall in such cases indemnify and keep the Employer/ Owner and/ or their representatives harmless from all direct losses, damages, expenses or decrees arising out of such action. | Provisions of NIT document shall prevail. |

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| Sl. No.   | NIT Clause  | Queries  | Clarifications  |
| 83  | <p>11.7.1 Goods and Services Tax (GST)</p> <p>Contractor further agrees to defend, indemnify and hold Employer/ Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Employer/ Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.</p>   | <p>Bidder requests modification: -</p> <p>Contractor further agrees to defend, indemnify and hold Employer/ Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.</p>  | Provisions of NIT document shall prevail.                         |
| 84  | <p>11.7 Tax and Insurance</p> <p>Insurance - As per RfP</p>   | Wipro provides a comprehensive company wise insurance policy and not transaction specific insurance.   | Provisions of NIT document shall prevail.                         |
| 85  | <p>11.7.5 (a) Damage to Property or to any third party</p> <p>Contractor shall be responsible for making good to the satisfaction of the Employer/ Owner any loss or any damage to structures and properties belonging to the Employer/ Owner or being executed or procured or being procured by the Employer/ Owner or of other agencies within in the premises of all the work of the Employer/ Owner, if such loss or damage is due to fault and/ or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or Sub-Contractors.</p>  | <p>Bidder requests modification: -</p> <p>Contractor shall be responsible for making good to the satisfaction of the Employer/ Owner any loss or any damage to structures and properties belonging to the Employer/ Owner or being executed or procured or being procured by the Employer/ Owner or of other agencies within in the premises of all the work of the Employer/ Owner, if such loss or damage is due to fault and/ or the gross negligence or willful acts or omission of the Contractor, his employees, agents, representatives or Sub-Contractors.</p> | Provisions of NIT document shall prevail.                         |
| 86  | <p>11.8.3 Contractor to indemnify the Employer/ Owner</p> <p>The Contractor shall indemnify the Employer/ Owner and every member, office and employee of the Employer/ Owner, also the Engineer-in-Charge/Project Manager and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 95 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the Employer/ Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Employer/ Owner shall not be liable for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Employer/ Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the Contractor or his Sub-Contractor the Contractor shall indemnify and keep indemnified the Employer/ Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.</p> | Please give clarity on Clause No. 95.  | The Clause No. 95 shall be replaced and read as Clause No. 11.7.5 |

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| Sl. No.   | NIT Clause   | Queries   | Clarifications                            |
| 87  | <p>11.9.2 Arbitration</p> <p>(a) Unless otherwise specified, the matters where decision of the Engineer-in-Charge/ Project Manager is deemed to be final and binding as provided in the Agreement and the issues/ disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator. The Employer/ Owner shall suggest a panel of three independent and distinguished persons to the Bidder/ Contractor/ Supplier (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 (Thirty) Days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the Employer/ Owner shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer/ Owner on the appointment of the sole arbitrator shall be final and binding on the parties.</p> | <p>Bidder requests modification: -</p> <p>(a) Unless otherwise specified, the matters where decision of the Engineer-in-Charge/ Project Manager is deemed to be final and binding as provided in the Agreement and the issues/ disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator to be appointed upon mutual consent of both the parties.</p>   | Provisions of NIT document shall prevail. |
| 88  | <p>New Clause</p> <p>Employer/ Owner shall issue separate Orders (NOA/ LOI/ LOA) for different components of the contract i.e.,</p> <p>a. First Contract (Implementation Contract): For providing all services i.e. Implementation of ERP System on Cloud Platform including Supply of Licenses, performance testing and any other services specified in the Contract Documents.</p> <p>b. Second Contract (O &amp; M Contract): For O &amp; M job covering the entire scope of work for Operation and Maintenance activities.</p> <p>Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.</p>  | <p>Bidder requests modification: -</p> <p>Employer/ Owner shall issue separate Orders (NOA/ LOI/ LOA) for different components of the contract i.e.,</p> <p>a. First Contract (Implementation Contract): For providing all services i.e. Implementation of ERP System on Cloud Platform including Supply of Licenses, performance testing and any other services specified in the Contract Documents.</p> <p>b. Second Contract (O &amp; M Contract): For O &amp; M job covering the entire scope of work for Operation and Maintenance activities.</p> | Provisions of NIT document shall prevail. |
| 89  | <p>Starting of Works</p> <p>The date of issue of Notification of Award (NOA) shall be treated as the Zero day for the start of work &amp; there by Contract Timeline. The Contractor shall be required to start the work immediately upon issue of Notification of Award (NOA) and shall thereof, report to the Project Manager/ Engineer-in-charge accordingly.</p>   | <p>Bidder requests modification: -</p> <p>The date of signing of the contract shall be treated as the Zero day for the start of work &amp; there by Contract Timeline. The Contractor shall be required to start the work immediately upon signing of the contract and shall thereof, report to the Project Manager/ Engineer-in-charge accordingly.</p>  | Provisions of NIT document shall prevail. |
| 90  | <p>Savings Clause</p> <p>Clause to be added.</p>   | <p>Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.</p>  | Provisions of NIT document shall prevail. |
| 91  | <p>SNR</p> <p>Clause to be added.</p>  | <p>Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.</p>   | Provisions of NIT document shall prevail. |

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| NIT No: SECI/C&P/NIT/ERP/052018 dtd. 21.06.2018   |  |  |  |
|---|--|--|--|
| Implementation of ERP on Cloud Platform, Supply of Licenses including Operation and Maintenance (O & M) at Solar Energy Corporation of India Limited (SECI) |  |  |  |
| Sl. No.   | NIT Clause   | Queries  | Clarifications   |
| 92  | Audit<br>Clause to be added.   | Request that the following be included:<br><br>Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Contractor to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Contractor's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Contractor's profitability or other such financial data. | Provisions of NIT document shall prevail.                                  |
| 93  | Bidder's Right to Terminate<br>Clause to be added.   | The bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.  | Provisions of NIT document shall prevail.                                  |
| 94  | Termination for Convenience<br><br>The Purchaser/ Employer/ Owner, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser/ Employer/ Owner's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.<br>1. The Good' | Request addition:<br><br>Purchaser agrees to pay for all goods supplied and services rendered upto termination. Also, all AMC and ATS charges that the vendor/ SI has committed to/ ordered/ or paid to the OEMs or its other vendors should also be paid.   | Provisions of NIT document shall prevail.                                  |
| 95  | 8.6 Breach of SLA  | Bidder requests addition:<br><br>Aggregate deductions against all penalty (LD (liquidated damages), SLA or any other) should be capped to a maximum of 10% of the TCV.   | Provisions of NIT document shall prevail.                                  |
| 96  | 11.8.1 Labour Laws & Indemnity Bond<br><br>ii) The Contractor shall not pay less than what is provided under law to laborers engaged by him on the Work.   | Bidder requests addition:<br><br>ii) The Contractor shall not pay less than what is provided under law to laborers engaged by him on the Work. In case of any revision in pay under MWA, contractor shall be entitled to claim the % increase in corresponding costs quoted to purchaser.  | Provisions of NIT document shall prevail.                                  |
| 97  | Risk Purchase<br>Clause to be added.   | All differential costs and expenses relating to the Affected Services/ Undelivered Deliverables incurred by the purchaser because performance/ Non-performance of the SI, can be maximum of 5% of the cost of the product/services quoted by the SI in the Original Bid. Differential costs and expenses are those costs and expenses, which are over and above the costs and expenses payable under this contract for the Affected Service(s).  | Provisions of NIT document shall prevail.                                  |
| 98  | 2.9.4. Consequences of Termination/ Completion of Operation & Maintenance Contract<br><br>Handover the list of all IT Assets, passwords at all locations to the Purchaser/ Employer/ Owner.  | kindly confirm does SECI need handover of the Hardware and software proposed for hosting SECI infra?<br>if yes request you to allow bidder to propose Private cloud solution for hosting SECI infra on cloud   | Meity empanelled cloud service provider are allowed                        |
| 99  | 2.9.4. Consequences of Termination/ Completion of Operation & Maintenance Contract<br><br>Transfer the ownership of all software, licenses, and agreements in favour the Purchaser.  | As per meity the guidelines, licenses will be not handover to the Client (SECI).<br><br>CSP will provide the license on service model, Kindly confirm.   | Meity guidelines will be followed  |
| 100   | 5.1.2. Scope Summary:<br><br>The cloud service provider selected by bidder must be from The Ministry of Electronics and Information Technology (MEITY) Empaneled service providers.  | Kindly confirm the required RPO and RTO (in Minutes or Hours).   | RPO - less than or equal to 2 hours<br>RTO - less than or equal to 4 hours |

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| Implementation of ERP on Cloud Platform, Supply of Licenses including Operation and Maintenance (O & M) at Solar Energy Corporation of India Limited (SECI) |   |   |   |
| Sl. No.   | NIT Clause  | Queries   | Clarifications  |
| 101   | 5.1.2.1. Geographical Scope<br>The project is intended to cover all offices of SECI. The implementation will also include a Data Center (DC) and a Disaster Recovery Center (DRC) whose locations in India will be decided at a later date.   | Kindly confirm bidder RPO/ RTO reporting and DR Management tool as part of the service to ensure RPO & RTO.<br><br>Kindly confirm when the DC DR will be hosted in Meity Empanelled CSP, then it should not be "location for DC and DR will be selected on later date" terms as it is already mentioned DC DR should be in Different seismic zone ,as the statement seems contradictory as per scope mentioned in point 5.1.2 .1. Kindly revise the clause because as per GOI Norms and recommendation any project of Govt./ PSU in India must Hosted in MeITY empanelled CSP having different seismic zone. provider should be open to choose any of the locations in India. | It is not decided yet, however it will be discussed with selected SI and cloud vendor (Preferably Meity empanelled DC DR location)  |
| 102   | 5.1.3.8.4. Functional and Technical Support<br>Bidder will incorporate changes suggested by internal/ external auditor after system audit.  | Kindly confirm who will bear the cost of audit bidder or SECI. if bidder then kindly share the below responses.<br><br>Kindly confirm audit need to be done by third part auditor or cert-in empanelled vendor.<br><br>Kindly confirm the frequency of audit needed to be done in a year.   | Bidder will bear the cost of the audit<br><br>Audit will be done by ERP OEM<br><br>Frequency of audit - Refer - 5.5.3.2.  |
| 103   | 5.1.3.10. Data collection & migration<br>Scope of data migration will cover all master data and transaction data required for the ERP system to cover the functional areas covered in the project.  | Kindly confirm the total data size (in GB) that need to be migrate to cloud ex: Log file, flat file, etc.   | We may need to assess and decide later on   |
| 104   | 5.1.3.8.4. Functional and Technical Support<br>Bidder will provide comprehensive on-site support within stipulated timelines and SLA parameters including but not limited to ERP solution, database, patches and releases.  | Kindly confirm bidder need to provide the On-site resources for Database management at SECI location or Datacenter site and also confirm the required resources.  | Refer - 5.1.3.8.2 and 5.1.3.8.3   |
| 105   | The bidder will prepare Bill of Material for hardware, networking, additional system software and licenses.   | Kindly confirm bidder need to provide the dedicated server or virtual machine.  | It will be decided with selected SI and depends on the ERP, however it is advisable to provide cost estimate of both type of server required and recommended based on the ERP |
| 106   | The Bidder needs to supply RDBMS which is compatible with the ERP solution and other peripheral solutions. Bidders need to provide "runtime" version considering the complete solution, enterprise wide users and server architecture. RDBMS license should not be based on "core(s)" or "processor(s)" and no additional procurement or payment to the Supplier regarding RDBMS license will be allowed in case of change in the server (s) or architecture. | Kindly elaborate the said clause "no additional procurement or payment to the Supplier regarding RDBMS license will be allowed in case of change in the server(s) or architecture."<br><br>1) As all OEM RDBMS license are based on "core/ processor(s)/ socket based, so it is not possible for bidder to get the license without core/ processor.<br>2) Request you to remove the said clause.<br><br>As it is possible to use the same license to the different server with same configuration (CPU/ processor) with no additional procurement or payment<br><br>In case of increment in core/ processor license will be additional.                                       | Please align with OEM compatibility.  |
| 107   | The service provider should be audited and should follow reporting according to the standards of ISAE 3402/ SSAE16/ SAS70.  | Kindly remove this clause.<br><br>Request SECI to consider "The service provider should have ISO 27001:2013, ISO 27017:2015 and ISO 27018:2014 Certificates".   | Meity guidelines will be followed   |
| 108   | Section VI: Technical Requirement Specifications (TRS) Redundant fire suppression and detection devices should be available.  | Request you to amend the clause to "Fire suppression and detection devices should be available".  | Provisions of NIT document shall prevail.   |
| 109   | Section VI: Technical Requirement Specifications (TRS) VPN and MPLS connectivity to be terminated at the data center  | Kindly confirm bidder need to provide the SSL VPN or IPsec VPN connection, if yes then kindly share the required number of SSL VPN/ IPsec connection?<br><br>Kindly confirm the number of MPLS connectivity to be terminated at the data center?  | You may propose whichever is secure, safe and user friendly.  |
| 110   | Section VI: Technical Requirement Specifications (TRS) Data center's cumulative Internet bandwidth availability from multiple providers should not be less than 10gbps  | Kindly amend the clause to "Data center's cumulative Internet bandwidth availability from multiple providers should not be less than 2 gbps".   | Provisions of NIT document shall prevail.   |

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| Sl. No.   | NIT Clause  | Queries   | Clarifications  |
| 111   | General   | kindly confirm the total and concurrent users.  | Number of concurrent users would be around 40   |
| 112   | 5.1.2.1 Geographical Scope<br>The project is intended to cover all offices of SECI.   | Please confirm the centralized project location for this implementation. Also please let us know other locations of SECI.<br><br>We assume that there will be dedicated core team from each business function available at project office. Please confirm.  | Central location is New Delhi.  |
| 113   | 5.1.3.9 Training & Change Management<br>Training  | We assume that training will catered from centralized project office and all users will be available at that location. Please confirm.<br><br>We assume that necessary training infrastructure will be borne by SECI. Please confirm  | Central location is New Delhi. Other locations can be connected via Webex.etc.  |
| 114   | 4.2 Implementation Partner - Project Experience<br><br>The bidder should have successfully completed:<br>1. At least 03 (Three) ERP implementations of proposed ERP Product in India in last 05 (Five) years as on last date of submission of bids and these implementations should cover the following Sectors/ Industries/ Organizations:<br>- One Implementation must be in Government/ PSU;<br>- One implementation must be in Power Sector in India;<br>- Other implementation(s) can be from any other Sectors/ Industries/Organizations.<br>2. All three implementations must have a minimum of 100 users; and<br>3. Each such implementation should have covered at least three out of the below listed functions:<br><input type="checkbox"/> Human Resource Management & Payroll<br><input type="checkbox"/> Finance<br><input type="checkbox"/> Inventory & Procurement<br><input type="checkbox"/> Project Management<br><input type="checkbox"/> Supplier Management | Please modify this criteria as below:<br><br>The bidder should have successfully completed:<br>1. At least 03 (Three) ERP implementations of proposed ERP Product in India in last 05 (Five) years as on last date of submission of bids and these implementations should cover the following Sectors/ Industries/ Organizations:<br>- One Implementation must be in Government/ PSU;<br>- Other implementation(s) can be from any other Sectors/ Industries/Organizations.<br>2. All three implementations must have a minimum of 100 users; and<br>3. Each such implementation should have covered at least three out of the below listed functions:<br><input type="checkbox"/> Human Resource Management & Payroll<br><input type="checkbox"/> Finance<br><input type="checkbox"/> Inventory & Procurement<br><input type="checkbox"/> Project Management<br><input type="checkbox"/> Supplier Management | Provisions of NIT document shall prevail.   |
| 115   | 3.3 (ITB 2.4.4)<br><br>a) Cost of Tender Document shall be NIL.<br>b) Cost of Tender Processing shall be INR 105,000/- + 18% GST (Indian Rupees One Lakh Five Thousand Only excluding 18% GST).<br>c) The Earnest Money Deposit shall be required and the amount required to be furnished will be INR 42 Lakhs (Indian Rupees Forty Two Lakhs only)   | Please clarify whether Cost of Tender Processing shall be INR 105,000/- + 18% GST OR it's misprint of 1,05,000/- + GST.   | Provisions of NIT document shall prevail.<br><br>The basic cost of the tender processing fee is INR 105,000/-. Applicable GST amount shall be paid over and above INR 105,000/- |
| 116   | 4.2 (Point No. 4)<br>Bidder should be a CMM/ CMMi Level 3 or higher certified   | We Request to amend as "Bidder should be a CMM/ CMMi Level 5 or higher certified"   | Provisions of NIT document shall prevail.   |
| 117   | 5.1.2.2.2<br>Payroll –Payroll processing through in-house developed application.<br>ESS Portal - ESS portal is used at SECI for viewing pay-slips, tax declaration and other personnel information  | Please provide the details of various user for scope and licensing.<br>1. Number of users accessing ESS<br>2. Number for payroll processing   | 1) 100<br>2) 100  |
| 118   | 5.1.3.4.1.2<br>Integration/ Interfaces  | Need list of systems currently in use as part of interfaces (not limited to SECI website, eprocurement portal)  | Existing system to be replaced with the ERP. Any system to be integrated will be discussed during requirement gathering.  |
| 119   | 5.2.2.1<br>Key Deliverables List (ERP Implementation)<br>Phase IV - Final Preparation/ Transition   | Please provide the Batch Size for End User Training   | Maximum of 20 users in one batch  |
| 120   | 8.4.1<br>Project Timelines<br>Implementation of ERP Integrated solution – The implementation of ERP will be in two phases:<br><br>i. Finance and Human Resource Management: Both business functions will have to Go-Live in December'2018.<br><br>ii. Other Business functions specified in Scope of Work will have to Go-Live by June'2019.  | Please clarify the Project Timelines in Months for both phases instead of specific month taking into consideration Tender Published & till tender closure   | We would like HR and Finance to get completed by December 2018 end. Other modules to be completed by June 2019. If there is any change, it will be communicated to the bidders  |

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|---|--|--|---|-----------------|------|------------|-------------|--------|------------|-------------|-----|------------|-------------|--|---|
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| Sl. No.   | NIT Clause   | Queries  | Clarifications  |                 |      |            |             |        |            |             |     |            |             |  |   |
| 121   | 8.4.3.2<br><br>Maximum time to log the call is defined as the time taken within which help desk has to log a complaint. Help desk should provide the trouble ticket number to the end user within 30 min of logging the complaint. Maximum time to restore is defined as the time taken to resolve the problem, starting from the time of logging the complaint and within the time specified in table below. Help desk should notify the end user within 30 min after resolution of problem.<br><table><tr><td>Call Severity</td><td>Response Time</td><td>Resolution Time</td></tr><tr><td>High</td><td>30 minutes</td><td>240 minutes</td></tr><tr><td>Medium</td><td>45 minutes</td><td>360 minutes</td></tr><tr><td>Low</td><td>60 minutes</td><td>480 minutes</td></tr></table>  | Call Severity  | Response Time   | Resolution Time | High | 30 minutes | 240 minutes | Medium | 45 minutes | 360 minutes | Low | 60 minutes | 480 minutes | The SLAs mentioned for various severities of tickets for both response and resolution times are stringent. We would seek SECIL to revise the SLAs. For example for Medium type calls the response time would be up to 120 minutes and resolution time of about 480 minutes progressively increasing to a level for Low type calls with SLAs of about 4 hours (240 minutes) for response and resolution time of about 2 to 3 business days.<br><br>Request you to kindly re-look into the SLAs. | Provisions of NIT document shall prevail. |
| Call Severity   | Response Time  | Resolution Time  |   |                 |      |            |             |        |            |             |     |            |             |  |   |
| High  | 30 minutes   | 240 minutes  |   |                 |      |            |             |        |            |             |     |            |             |  |   |
| Medium  | 45 minutes   | 360 minutes  |   |                 |      |            |             |        |            |             |     |            |             |  |   |
| Low   | 60 minutes   | 480 minutes  |   |                 |      |            |             |        |            |             |     |            |             |  |   |
| 122   | 5.4 Payment Terms (Implementation)   | ERP Implementation Cost<br>o Project Preparation - 10% as per clause 5.3 BOQ item 3<br>o Business Blue Print - 20% as per clause 5.3 BOQ item 3<br>o Realization Phase - 10% as per clause 5.3 BOQ item 3<br>o Final Preparation Phase - 20% as per clause 5.3 BOQ item 3<br>o Go-Live - 20% as per clause 5.3 BOQ item 3<br>o PGLS - 20% as per clause 5.3 BOQ item 3   | Provisions of NIT document shall prevail.   |                 |      |            |             |        |            |             |     |            |             |  |   |
| 123   | SCC, Clause No. 6<br><br>The Contract Performance Security against this Contract need to be furnished in 02 (Two) different stages as mentioned below: -<br>1. First Stage: The value of the Contract Performance Security shall be 10% of the Contract Value (i.e., total sum of the Implementation/ Service Contract excluding License Fee and O & M Part) and will remain initially valid upto 90 (Ninety) days beyond final Go-Live period, i.e. upto and inclusive 30.09.2019. The contractor need to extend the validity subsequently incase the Go-Live period is extended due to any reason at its own expenses.<br>2. Second Stage: The value of the Contract Performance Security shall be 10% of the Contract Value (i.e., total sum of the O & M Contract) and will remain valid 90 (Ninety) days beyond the O & M Period. Contractor needs to furnish the Contract Performance Security amounting 10% of the total Contract Value as mentioned above prior to 30 (Thirty) days from first Go-Live (i.e. on or before 30.11.2018). | 1. First Stage - Kindly clarify whether we need to give the Performance Security for Licenses - ERP & Cloud (Infrastructure and Hosting during Implementation)<br><br>2. Second Stage - Kindly clarify O&M Consists of only ERP Part OR ERP Licenses + Cloud (Hosting & Support)   | First Stage<br>1) Cloud - Infrastructure and Hosting during Implementation<br>2) ERP - Implementation Cost<br><br>Second Stage<br>1) Cloud – Hosting and Support during O & M<br>2) ERP - Operation & Maintenance |                 |      |            |             |        |            |             |     |            |             |  |   |
| 124   | ITB, Clause No. 2.7.5<br><br>Reverse Auction   | We request you to keep the financial evaluation on Lowest Price (L1) based evaluation only since ERP Implementation Project consists of Licenses, Services and Hardware wherein<br>1. SI doesn't have the commercial negotiation rights on behalf of OEM's (Licenses and Hardware)<br>2. Implementation – It is the Man-Power prices arriving on the Man-Months required for the successful completion of the project, hence, reducing the man-power prices much is not possible because we believe in the best resources to deliver the project successful.<br>Hence, request you to remove the REVERSE AUCTION Clause. | Provisions of NIT document shall prevail.   |                 |      |            |             |        |            |             |     |            |             |  |   |
| 125   | Scope of Work, Clause No. 5.4<br><br>Payment Terms (Pt. 4)   | We request for the deletion of CLAUSE - 10% reduction to cater for retention money since we will be giving the PBG and also, all the payments will be made against every milestone sign-off.   | Provisions of NIT document shall prevail.   |                 |      |            |             |        |            |             |     |            |             |  |   |
| 126   | Qualifying Requirements, 4.2 (Pt. No. 2)<br><br>The bidder's MAAT (Minimum Average Annual Turnover) in the last three financial years (i.e. FY 2015-2016, 2016-2017 and 2017-2018) should be at least INR 8.4 Crores.  | We Request to amend as "Minimum Average Turnover for last three financial years to be INR 150 Crores"  | Provisions of NIT document shall prevail.   |                 |      |            |             |        |            |             |     |            |             |  |   |