

MINUTES OF PREBID MEETING FOR ERP SOFTWARE AND ITS IMPLEMENTATION PARTNER

MINUTES OF PRE-BID MEETING (VIDEO CONFERENCE) HELD ON:	28.01.2021
NAME OF THE PROJECT	ASSAM INTRA-STATE TRANSMISSION SYSTEM ENHANCEMENT PROJECTS
FUNDING AGENCY	ASIAN INFRASTRUTURE INVESTMENT BANK (AIIB)
NAME OF THE WORK	Procurement of ERP Application Software for AEGCL, Assam, India including Supply, Configuration, Customization, Integration, Installation, Implementation and support.
RFB No.	RFB No: AEGCL/AIIB/ERP/PACKAGE-N1/38

NAMES OF THOSE PRESENT:**I. FROM EMPLOYER:**

1. Ajay Kr. Nath CGM (PP&D), AEGCL
2. Hitesh Kakati GM (P)-cum-Project Director (AIIB), AEGCL
3. Lekha Bhuyan GM (HQ), AEGCL-NO, ERP
4. Jayashree Devi DGM-III, AEGCL
5. Uday S, Nath AGM-III, AEGCL
6. Kashi Nath Baishya AGM (F&A), AEGCL
7. Mukesh Sharma AGM (F&A), AEGCL
8. Subrata Biswas DM, AEGCL
9. Bhupali Choudhury AM (HR), AEGCL
10. Nayanjyoti Haloi AM, AEGCL
11. Subhasis Dhar, IT-ERP Consultant
12. Daijee Das, Consultant
13. Sumanto Benerjee, Consultant

II. FROM PROSPECTIVE BIDDERS:**A. BIDDERS THAT WERE PRESENT AT THE PRE-TENDER MEETING:****Members Physically Present in the Pre Tender Meeting**

1. Mr. Anchal Jain, Accenture Solution Pvt Ltd.
2. Mr. Mangesh Sarnobat, Accenture Solution Pvt Ltd.
3. Mr. Anurag Mittal, Yash Technologies
4. Mr. Amarkant Mishra, Yash Technologies
5. Mr. Abhijit Ghogle, Yash Technologies
6. Mr. Tapan N Bhel, Gemini Consulting & Services
7. Mr. Chandan Kumar, Gemini Consulting & Services

Members Present in the Pre Tender Meeting via Video Conference

8. Mr. Akhil Jain, Accenture Solution Pvt Ltd.
9. Mr. Amit Nag Chowdhury, Postgrey SQL
10. Mr. Haris Manoharan, OASYS CYBERNETICS PVT.LTD
11. Mr. Kamesh Pratap Sing, IBM Services
12. Mr. Samipan Nanda, Highbat Technocrat Ltd

13. Mr. Balbeer, Highbat Technocrat Ltd
14. Mr. Kumar D, Idea Infinity IT Solution Pvt. Ltd.
15. Mr. Debasis Mahapatra, PwC
16. Mr. Vineet Sharma, PwC
17. Mr. John Jacob, Enzen Global Solutions Pvt. Ltd
18. Mr. Devaraj Sharma, Enzen Global Solutions Pvt. Ltd
19. Mr. Tapas Chatterjee, TCS
20. Mr. Gitesh Gauatra, SAP India
21. Mr. Lakhyapratim Baruah, Indigi Consulting & Solution Pvt. Ltd.
22. Mr. Ritul Gogoi, Indigi Consulting & Solution Pvt. Ltd.
23. Mansur Shaikh, EDB

OPENING REMARKS

Smt. Lekha Bhuyan, General Manager (HQ) Nodal Officer-ERP, AEGCL extended a warm welcome to all the prospective bidders and introduced her team. General Manager (HQ), AEGCL requested Mr. Subhasis Dhar, ERP Consultant to make presentation on the Tender Document. Mr. Subhasis Dhar explained the project's scope and further requested the prospective bidders to table their most prioritized queries, considering the bulk of queries already submitted and the limited time.

General Manager (HQ), AEGCL assured the prospective bidders that comprehensive reply/clarifications shall be prepared and uploaded in the AEGCL site as well as e-tender portal in response to their raised queries on the bid document.

QUERIES:**TABLE-1:****a) QUERIES ON THE BID DOCUMENT**

S.no.	Clause No.	Tender Clause/Description	Query	Response	Reference to Sl. No. of Addendum [Table 2] wherever applicable
Section I – Instructions to Tenderers (ITT)					
1.	Section- I	<p>5. Eligible Goods and Services</p> <p>5.2 For the purposes of this Tender document, the term “Information System” means all:</p> <p>(a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Tenderer and as specified in the Contract.</p>	<p>We would like to inform the Purchaser that hardware and consumer items are not the part of the scope for our service- suggest modification:</p> <p>5.2.....(a) the required information technologies, including all information processing and communications-related software and supplies, that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials to be supplied, installed, integrated, and made operational; and</p> <p>(b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Tenderer and as specified in the Contract.</p>	Supplier shall be liable for all the software which are included as a part of their contract.	--

2.	Section I	B. CONTENTS OF TENDER DOCUMENT 7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting 7.3 The Tenderer and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.	We request deleting this section as the cost and expenses seem indirect and vague. Suggest modified clause: "3 The Tenderer and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, for death or personal injury, loss of or damage to property caused by the negligence of the Tenderer incurred during the inspection."	No Change.	--
3.	Section I	Clause 11. Documents Comprising the Tender, Point j(ii) Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the Information System)	The AEGCL is requested to provide more clarity & details on the content and Re-assignments among the Software and Materials categories.	This is part of the standard document which may not be applicable for this contract. CCG 39 defined the process of change in the contract.	--
4.		44. Purchaser's Right to Vary Quantities at Time of Award: 44.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) for items as indicated in the TDS.	The AEGCL is requested to provide the threshold / % (percentage) variation that could be made to the items indicated in the RFP.	Refer Section II: ITT 44	--
Section II - Tender Data Sheet (TDS)					
5.	ITT 4.1 &	Maximum number of members in the JV shall be: JV not allowed	Three bidders have asked the following questions: 1. Please clarify is JV / Consortium is allowed or not. There are references in the document for JV.	No Change.	--

			2. Since this is a large size project, with various components and different aspects of project management and implementation, customization and other things involved with implementation and support we request the department to change and allow consortium for this entire scope of work and assignment.		
6.	TT 20.1, Page No: 51	Exemption in Submission of Earnest Money Deposit & reduction in payment of performance bank guarantee	Request for exemption of Earnest Money Deposit & reduction in Performance Guarantee as per latest guidelines and directives from Ministry of Finance, of expenditure procurement policy division clearly highlighting bid securing declaration by government of India the performance security to be reduced from 10% to 3% of the contract value.	No Change.	--
7.	ITT 15.2, "Prequalification are not been undertaken". Page 46	Prequalification are not been undertaken	The AEGCL is requested to clarify if the qualification criteria defined from page 68 onwards applicable to the vendor responding to this RFP. Requesting more details & clarity.	No pre-qualification has been conducted for this assignment, hence, qualification criteria defined in section 3 is applicable for this tender only.	--

8.	ITT 20.3(d)	Bank Guarantee issued by a Scheduled / Nationalized Bank in India.	Bank Guarantee issued by Scheduled Commercial Foreign Banks located in India / Nationalized Bank in India should be acceptable.	Please refer Addendum.	1
Section III - Evaluation and Qualification Criteria					
9.	Section III	Section 2.4 Exp Criteria – Generic	Please clarify / allow JV member experience considered for experience, qualification and scoring criteria	No Change	--
10.	Section III		<p>We request you to allow for consortium bidding and incorporate the following criteria's for consortium partner for a healthy competition.</p> <ul style="list-style-type: none"> • Consortium Partner must be a Company registered under the Indian Companies Act, 1956 /2013 or Limited Liability Partnership (LLP) firm registered under LLP Act. 2008 • The Consortium Partner should be a CMMi 3 certified company. • The Consortium Partner should be an authorized partner of OEM proposed. • The bidder should be ISO 9001 or ISO 27001 or ISO/IEC 20000 certified company • The Consortium Partner's average annual financial turnover should be more than INR 30 Crore in the last three financial years (FY 	<p>No Change.</p> <p>JV is not allowed.</p>	--

			<p>19-20, FY18-19, and FY 17-18). Turnover from Hardware sales will not be considered.</p> <ul style="list-style-type: none"> • The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices nor should have been black listed by any Govt. or Govt. undertaking organization across the country at the time of submission of the bid. • The bidder should have positive net worth for the past three financial years (FY 19-20, FY18-19, and FY 17-18) <p>The Consortium Partner shall have experience in implementing the proposed solution in last 5 FY ((FY 19-20, FY18-19, FY 17-18, FY 16-17, FY 15-16). Should have experience in implementing any three of the following mentioned modules: - 1. MM, 2. ECM, 3. Project, 4. Finance & Accounting, 5. DMS, 6. HR</p>		
11.	Page 67 / Point Number iii	iii. Each credential shall be considered against one parameter only.	<p>Following queries are raised by bidder:</p> <ol style="list-style-type: none"> a) We request you to consider Each credential shall be considered against multiple parameters b) Based on the defined criteria, each bidder needs to have 4 (Transmission), 4 (Distribution/Generation) and 4 (government) completed projects (total 12 unique projects). Is this understanding correct? Bidders may not have so many projects to get full allocated marks. Suggestion: Scoring may be allowed for credentials satisfying the criteria, even if those are repeated. 	No Change	--

12.	2.4.1.b General Experienc e (CMM Certificati on)	Having CMMi (Capability Maturity Model integration) Level 5 certification	Request AEGCL to consider CMMi Level 3 certification to allow competition and a greater number of bidders to participate in this opportunity. The CMMI approach is well suited to engineering and software development, design or implementation of IT systems. All COTS ERP has their own proprietary implementation approach, which is proven to be successful. Higher levels of CMMI certification doesn't guarantee successful implementation of an ERP system. The organizations that have successfully executed ERP implementations and are specialized in the Power domain, may not processes higher levels of CMMI Certifications and those who have higher levels of CMMI certifications are pure play IT services companies.	No Change	--
13.	Section III	The ERP Product offered have successfully implemented in a Power Transmission company (preferably in India)	Suggest to Change this clause and Put instead "The ERP Product offered have successfully implemented in at least 3 Power Transmission companies in India" - This will ensure that COTS product suitable for Indian power Transmission company is offered	No Change.	--
14.	Section III Page 84 SI No 2.6 Item No 1	The ERP product offered have successfully implemented a minimum of five (5) Projects of similar type and specification in Power sector utilities (Distribution / transmission/ Generation) over the last five (5) years	Kindly Amend this as Below: The ERP Product offered should have a minimum of one (1) project of similar type and specification in Power sector utilities (Distribution/ Transmission/ Generation) over the last five (5) Years.	No Change.	--
15.	Section III Page 82 SI No 2.6 Item No 2	The ERP Product offered have a successfully implemented in Power Transmission company (Preferably in India)	Kindly Amend this as Below: The ERP Product offered have successfully implemented in a Power Utility company (Preferably in India)	No Change	--
16.	Section III	Minimum average annual turnover of INR 350 Crore (INR Three Hundred Fifty Crore) Or equivalent amount in other convertible	Following queries are raised by two bidders:- 1. Kindly Amend this as below,	No Change.	--

		currencies, calculated as total certified payments received for contracts in progress or completed within the last three (3) years	<p>Minimum average annual turnover of INR 75 Crore (INR Seventy-Five Crore) Or equivalent amount in other convertible currencies, calculated as total certified payments received for contracts in progress or completed within last three (3) years.</p> <p>Justification: We would like to know what is the rational to arrive at the turnover asked by the bidder</p> <p>2. Request the Authority to change and to be read as:</p> <p>Minimum average annual turnover of INR 350 Crore (INR Three Hundred Fifty Crore) INR 50 Crore (INR Fifty Crore) or equivalent amount in other convertible currencies, calculated as total certified payments received for contracts in progress or completed, within the last three (3) years As per initiatives of Govt of India & Ministry of Finance, as per CVC guidelines average turnover of the Bidder should be 35 % of the budgeted value. We request Department to reduce it to 50 Cr equivalent amount in other convertible currencies, calculated as total certified payments received for contracts in progress or completed, within the last three (3) years</p>		
17.	Section III	Though there are scoring criteria mentioned against SI/Implementation partner, the same is missing for COTS OEM	Request to put suitable Score for evaluation against COTS OEM based on No of successful implementation of Similar projects in India	No Change	--
18.	Section 2, 2.4.2 a	Participation as a prime supplier, management contractor, JV1 member, sub-contractor, in at least one (1) contract in the power sector (Generation/ Transmission/ Distribution) within the last five (5) years, each with a value of at least INR 7 Crore (INR Seven Crore) or	<p>Request the Authority to change and to be read as:</p> <p>Participation as a prime supplier, management contractor, JV1 member, sub-contractor, in at least one (1) contract in the Govt sector (in Power Generation/ Transmission/ Distribution/Renewable energy/Infrastructure) within the last five (5) years,</p>	Renewable generation projects who qualify the parameters mentioned in the tender document may be considered for evaluation.	--

		equivalent amount in other convertible currencies, that have been successfully and substantially completed and that are similar to the proposed Information System. [minimum key requirements are in terms of physical size, complexity, methods, technology and/ or other characteristics from those described in Section VII.	each with a value of at least INR 7 Crore (INR Seven Crore) or equivalent amount in other convertible currencies, that have been successfully and substantially completed and that are similar to the proposed Information System. [minimum key requirements are in terms of physical size, complexity, methods, technology and/ or other characteristics from those described in Section VII.		
19.	Section III	I. Experience of Tenderer organization Experience in ERP implementation in Power Transmission Utilities (preferably in India) within last 5 years	Please clarify what is the preferences for Indian project experience? Does the global projects also will get the same scoring?	Please refer Addendum.	6
20.	Section III	Technical Evaluation Experience in only last 5 years defined.	Duration may be extended to 10 years	Please refer Addendum.	2,3,4,5
21.	Section III	I. Experience of Tenderer organization Experience in ERP implementation in Power Transmission Utilities (preferably in India) within last 5 years (Maximum 10 Marks) Participation by the Tenderer as Supplier in ERP projects in Power Transmission Utilities that have been successfully and substantially completed and that are based on the Tenderers proposed ERP Solution during the last 5 years each with a value of at least INR 7 Crore (INR Seven Crore) or equivalent amount in other convertible currencies . The similarity of projects shall be based on the physical size, complexity, methods/ technology (ERP) or other characteristics as described in Section VII.	Following queries are raised by four bidders: - 1. Request AEGCL to consider the Experience in ERP implementation in Power Transmission/Distribution (India / Global) within last 10 years. India/Global Experience - System Integrator (SI) with global ERP Implementation' experience will be able to bring in best practices that are implemented globally, which can be beneficial to AEGCL. Consider the ERP implementation projects with higher value (above 50 Crore INR) and reduce the number of projects.	Please refer Addendum.	2

		<p>For Implementation of ERP in Project in Electricity Transmission sector</p> <ul style="list-style-type: none"> - 1 project – Up to 2.5 Marks - 2 projects – Up to 5 Marks - 3 projects – Up to 7.5 Marks - 4 projects – Up to 10 Marks 	<p>Ex: One large ERP project having more complexity and scope which is similar to this RFP should also get the maximum Marks.</p> <p>2. Request the Authority to change and to be read as: Experience in ERP implementation in Power Transmission Utilities or Renewable Energy Sector or Infrastructure (preferably in India) within last 5 years (Maximum 10 Marks) Participation by the Tenderer as Supplier in ERP projects in Power Transmission Utilities or Renewable Energy Sector that have been successfully and substantially completed and that are based on the Tenderers proposed ERP Solution during the last 5 years each with a value of at least INR 7 Crore (INR Seven Crore) or equivalent amount in other convertible currencies . The similarity of projects shall be based on the physical size, complexity, methods/ technology (ERP) or other characteristics as described in Section VII.</p> <p>3. We Request to amend the clause as below: Participation by the Tenderer as Supplier in ERP projects in Power Transmission Utilities that have been successfully and substantially completed and that are based on the Tenderers proposed ERP Solution during the last 5 years each with a value of at least INR 7 Crore (INR Seven Crore) or equivalent amount in other convertible</p>		
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currencies OR 1000 ERP Transaction Users.
The similarity of projects shall be based on the physical size, complexity, methods/ technology (ERP) or other characteristics as described in Section VII (4 out of 8 modules as mentioned in Section VII, Page No. 164).
Copy of the Project Completion Certificate/ Go - Live Sign - Off and the Contract/ OEM Back - to - back contracts.

NOTE -> We assume that Go-Live at Pilot Locations will be considered as Go-Live Project with all the Core Modules as mentioned in Section VII, Page No. 164.

4. Kindly Amend this as Below:

Experience in ERP implementation in Power Transmission/ Distribution/ Generation (Preferably in India) utilities within last 5 years (Maximum 15 Marks)

Participation by the Tenderer as Supplier in ERP Projects in Power distributions Utilities that have been successfully and substantially completed and that are based on the Tenderers proposed ERP Solution during the last 5 years each with a value of at least INR 7 Crore (INR Seven Crore) or equivalent amount in other convertible currencies. The similarity of project shall be based on the physical size, complexity, methods / technology (ERP) or other characteristics as described in Section VII.

1 Project – Up to 10 marks

2 Projects- Up to 15 marks

22.	Section III	Experience in ERP implementation in Power Transmission Utilities (preferably in India) within last 5 years	Request for timeline of 7 years instead of 5 years. Implementation of any 6 out of the 8 core modules should mentioned should fetch full marks. ECM and Tariff should not be considered as core modules Evaluation parameter of number of locations should be deleted	Please refer Addendum.	2, 6
23.	Section III	Core Modules (All module as specified in Section VII)	ECM and Tariff should not be considered as core modules	Please refer Addendum.	6
24.	Section III	<p>I. Experience of Tenderer organization:</p> <p>Experience in ERP implementation in Electricity Distribution / Generation (preferably in India) utilities within last 5 years (Maximum 5 Marks)</p> <p>Participation by the Tenderer as Supplier in ERP projects in Power Transmission utility that have been successfully and substantially completed and that are based on the Tenderers proposed ERP Solution during the last 5 years each with a value of at least INR 7 Crore (INR Seven Crore) or equivalent amount in other convertible currencies. The similarity of projects shall be based on the physical size, complexity, methods/ technology (ERP) or other characteristics as described in Section VII.</p> <p>For Implementation of ERP in Project in Electricity Distribution / Generation utilities: -</p> <ul style="list-style-type: none"> - 1 project – Up to 1.25 Marks - 2 projects – Up to 2.50 Marks - 3 projects – Up to 3.75 Marks - 4 projects – Up to 5 Marks 	<p>Following queries are raised by five bidders: -</p> <ol style="list-style-type: none"> 1. Request AEGCL to consider the Experience in ERP implementation in ERP implementation in Electricity Distribution / Generation (India / Global) within last 10 years. India/Global Experience - System Integrator (SI) with global ERP Implementation' experience will be able to bring in best practices that are implemented globally, which can be beneficial to AEGCL. Consider the ERP implementation projects with higher value (above 50 Crore INR) and reduce the number of projects. Ex: One large ERP project having more complexity and scope which is similar to this RFP should also get the maximum Marks. 2. It is mentioned “Participation by the Tenderer as Supplier in ERP projects in Power Transmission utility that have been successfully and substantially completed and that are based on the Tenderers proposed ERP Solution....”. It seems to be typo error. It should be “Participation by the Tenderer as Supplier in 	Please refer Addendum.	3

ERP projects in **Power Distribution / Generation utility** that have been successfully and substantially completed and that are based on the Tenderers proposed ERP Solution....”.

3. Request the Authority to change and to be read as:

Experience in ERP implementation in Electricity Distribution / Generation/**Renewable energy or Infrastructure** (preferably in India) utilities within last 5 years (Maximum 5 Marks)
Participation by the Tenderer as Supplier in ERP projects in Power Transmission utility **or Renewable Energy Sector** that have been successfully and substantially completed and that are based on the Tenderers proposed ERP Solution during the last 5 years each with a value of at least INR 7 Crore (INR Seven Crore) or equivalent amount in other convertible currencies . The similarity of projects shall be based on the physical size, complexity, methods/ technology (ERP) or other characteristics as described in Section VII.

4. We Request to amend the clause as below
Participation by the Tenderer as Supplier in ERP projects in Power Transmission utility that have been successfully and substantially completed and that are based on the Tenderers proposed ERP Solution during the last 5 years each with a value of at least INR 7 Crore (INR Seven Crore) or equivalent amount in other convertible currencies OR

			<p>1000 ERP Transaction Users. The similarity of projects shall be based on the physical size, complexity, methods/ technology (ERP) or other characteristics as described in Section VII (4 out of 8 modules as mentioned in Section VII, Page No. 164).</p> <p>Copy of the Project Completion Certificate/ Go - Live Sign - Off and the Contract/ OEM Back - to - back contracts.</p> <p>NOTE -> We assume that Go-Live at Pilot Locations will be considered as Go-Live Project with all the Core Modules as mentioned in Section VII, Page No. 164.</p> <p>5. Requesting you to kindly delete this clause as the same is already being covered in the above (Question number 4 of serial number 21)</p>		
25.	Section III	<p>I. Experience of Tenderer organization:</p> <p>Experience in ERP project implementation in Public Sector (preferably in India) within last 5 years (Maximum 5 Marks)</p>	<p>Following queries are raised by three bidders: -</p> <ol style="list-style-type: none"> 1. Request AEGCL to consider the Experience in ERP implementation in Public Sector (preferably in India) within last 10 years India/Global Experience - System Integrator (SI) with global ERP Implementation 'experience will be able to bring in best practices that are implemented globally, which can be beneficial to AEGCL. Consider the bidder experience limit to Energy and utility sector which will have lot of common functional areas similar to AEGCL. 2. We Request to amend the clause as below Participation by the Tenderer as Supplier in ERP projects in Central or State Government Department/ or Government owned entities 	Please refer Addendum.	4

(where the Government holds more than 50% shares) that have been successfully and substantially completed and that are based on the Tenderers proposed ERP Solution during the last 5 years each with a value of at least INR 7 Crore (INR Seven Crore) or equivalent amount in other convertible currencies OR 1000 ERP Transaction Users. The similarity of projects shall be based on the physical size, complexity, methods/ technology (ERP) or other characteristics as described in Section VII (4 out of 8 modules as mentioned in Section VII, Page No. 164). Copy of the Project Completion Certificate/ Go - Live Sign - Off and the Contract/ OEM Back - to - back contracts.

NOTE -> We assume that Go-Live at Pilot Locations will be considered as Go-Live Project with all the Core Modules as mentioned in Section VII, Page No. 164.

3. Kindly Amend this as Below:

Experience in ERP Project implementation in Public Sector (Preferable in India) with in last 5 years (Maximum 5 Marks)

Participation by the tenderer as supplier in ERP projects in Central or State Government Department / or Government owned entities (where the Government holds more than 50% shares) that have been successfully and substantially completed and that are based on the Tenderers proposed ERP Solution during the last 5 years each with a value of at least INR 7 Crore (INR Seven Crore) or equivalent amount in other convertible

			<p>currencies. The similarity of projects shall be based on the physical size, complexity, methods / technology (ERP/ COTS/ transaction systems) or other characteristics as described in Section VII.</p> <p>1 project – up to 2.50 Marks</p> <p>2 projects- 5 marks</p>		
26.	Section III	<p>Experience of Tenderer Organization: It is mentioned “Preferably in India” at various places</p>	<p>Experience of only Indian projects should be considered. This is because Implementation and Support requirements on Indian projects (specially Govt / PSU) are very different from the Global projects. As such bidders having understanding and execution experience of Indian Govt projects can execute the project in much better and smoother way. In case AEGCL wants to retain the Global experience clause then the marks distribution (weightage) for Indian projects should be 100% and for Global projects should be 50%. This parameter can be added as Category IV in the table given on page 63 of RFP. This should be applicable to all the citations</p>	Please refer Addendum.	6
27.	Section III	<p>For Implementation of Asset and Material codification Project in Electricity Transmission Sector</p> <p>Participation by the Tenderer/sub-contractor in successful implementation of an asset and material codification project for an electricity transmission company during the last 5 years each with a value of at least INR 50 Lakh (INR Fifty Lakh).....</p> <p>For Implementation of ERP in Project in Public Sector</p>	<p>Following queries are raised by five bidders: -</p> <ol style="list-style-type: none"> 1. Request AEGCL to consider the experience in Implementation of Asset and Material codification Project in Electricity Transmission / Distribution Sector 2. Request for timeline of 7 years instead of 5 years. Implementation experience should be extended to electricity distribution and generation. <p>Although asset and material codification is part of scope of most of the electricity projects, but it is not a separate line item in</p>	Please refer Addendum.	5

		<ul style="list-style-type: none"> - 1 project – Up to 1.25 Marks - 2 projects – Up to 2.50 Marks - 3 projects – Up to 3.75 Marks - 4 projects – Up to 5 Marks 	<p>the Financial bids. Justifying the value of project becomes very difficult.</p> <p>As such request for deletion of value of project.</p> <p>3. Concern: In the past 5 years, only 2 Transcos have done their asset and material codification. Therefore, any bidder getting the full marks earmarked, is not possible. Further, the value of INR 50 Lakhs or equivalent, for the contract value, may be inconsequential, especially when the selections are happening in varied competitive bidding scenarios e.g. QCBS, QBS, L1 etc. In some cases, even if the projects could be similar in terms of physical size, complexity and methods, the bidder could have won it on a strategic pricing basis, which could be lower.</p> <p>Suggestion: Participation by the Tenderer / sub-Contractor, in successful implementation of an asset and / or material codification work in the past 5 years, with any organization, having a minimum annual average turnover of INR 1000 Crores. The Minimum Average Annual Turnover of this value will relate to a large organization where such works could be as similar as the scope of the RFP under discussion.</p> <p>4. We Request to amend the clause as below</p> <p>Participation by the Tenderer/sub - contractor in successful implementation of an asset and material codification project for an Power Sector company during the last 5 years each with a value of at least INR 50 Lakh (INR Fifty Lakh) or equivalent amount</p>	
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			<p>in other convertible currencies. The similarity of projects shall be based on the physical size, complexity, methods, tools or other characteristics as described in Section VII.</p> <p>Copy of the Project Completion Certificate/ Go - Live Sign - Off and the Contract/ OEM Back - to - back contracts.</p> <p>NOTE -> We assume that Go-Live at Pilot Locations will be considered as Go-Live Project with all the Core Modules as mentioned in Section VII,</p> <p>5. Request the Authority to change and to be read as:</p> <p>Experience of implementing asset and material codification within last 5 years (Maximum 5 Marks) Participation by the Tenderer/sub-contractor in successful implementation of an asset and material codification project for an electricity transmission/public transportation Sector or renewable energy companies during the last 5 years each with a value of at least INR 50 Lakh (INR Fifty Lakh) or equivalent amount in other convertible currencies. The similarity of projects shall be based on the physical size, complexity, methods, tools or other characteristics as described in Section VII.</p>		
28.	Section III	<p>III. Tenderer's Approach and Methodology for Implementation and Rollout:</p> <p>Max Score: 15</p> <p>Supporting Documents:</p> <p>Necessary write-up.</p>	<p>Suggestion:</p> <p>Tenderer's Approach and Methodology for Implementation and Rollout;</p> <p>Necessary write-up plus physical presentation and demonstration to AEGCL with Q&A Session</p>	No Change.	--

			– Max Score: 15 Any organization can give very good documentation / video recording without having proper understanding of intricacies related to Power Transmission in Govt Sector		
29.	Section III	Quality and appropriateness of training proposed in Section VII Max Score: 5 Supporting Documents: Necessary write-up.	Suggestion: Quality and appropriateness of training proposed in Section VII Necessary write-up plus physical presentation and demonstration to AEGCL with Q&A Session – Max Score: 5 Any organization can give very good documentation / video recording without having proper understanding of intricacies related to Power Transmission in Govt Sector	No Change.	--
30.	Section III	Quality of post implementation support services Max Score: 5 Supporting Documents: Necessary write-up.	Suggestion: Quality of post implementation support services Necessary write-up plus physical presentation and demonstration to AEGCL with Q&A Session – Max Score: 5 Any organization can give very good documentation / video recording without having proper understanding of intricacies related to Power Transmission in Govt Sector	No Change.	--
31.	Section III	Clause 2.4 Experience Criteria Table	Request AEGCL to clarify whether this table will be used for technical evaluation. Also, please clarify whether bidders experience as a Management Contract will qualify as defined in this table.	-‘Clause 2.4: Experience’ is qualification criteria. It will not be used for evaluation. -Management Contract will not qualify.	--
32.	Section III	Additional	Citations due to back-to-back orders from OEM should not be considered	No Change	--
33.	Section III	Key Resources 1. Project Manager 2. Functional Lead	Kindly Amend this as Below: There is an ambiguity in the qualification requirement of the Project Manager & Functional	No Change.	--

			lead, as in page no 68 the under the table 2 the qualification required as MBA and as per page no 81 clause 2.5 the qualification required is B. Tech / B.E./ MCA/ B.Sc. (IT) / B.Com for Project Manager and B.Com (Finance module only) / B. Tech / B.E. (For Other modules) or equivalent for HR module. Hence requesting you to kindly clarify the same.	The information provided in page number. 81: '2.5 Personnel' is part of qualification criteria. Each CV should qualify the mentioned criterial for the Tenderer to qualify for technical evaluation. On the other hand, the information provided in page number 68: 'Table 2 - Evaluation of profiles of key resources' is for technical scoring	
Section IV – Tender Forms					
34.	Section IV – Tender Forms	Letter of Tender – Technical Part (c) Tender-Securing Declaration: We have not been suspended nor (h) Suspension and Debarment: We, along with any	Under internal review “All declaration will be under internal review and subject to modification suggested (if any) we are ok with the declaration”	No Change.	--
35.	Section IV – Tender Forms	3.4.1 Group A: Prices for supply of ERP product licenses and supply of licenses for ERP related software, other than ERP Product, including database, clustering tools, integration tools, performance testing/ stress testing /other tools etc., Application Testing - Security, Unit, Regression, Integration Testing, Performance and Load Testing	The AEGCL is requested to provide more details and parameters for Regression, Integration Testing, Performance and Load Testing. Whether AEGCL has any testing tool available or SI/Bidder is required to provision the same and compute their costing accordingly.	Tenderer are expected to include cost towards Application testing as a part of their financial proposal. Testing should be as per industry best practices.	--

36.	Section IV – Tender Forms	Notes: 4. Please provide a copy of the proposed Product Licensing Policy / End User License Agreement wherever applicable 5. Prices must include any Entry Tax and other Taxes and Levies as applicable 6. Subcontracting shall be allowed for ‘Asset and Material Codification’ and ‘data migration and digitization’ activity	As mentioned in our GCC and SCC we will we would like to reiterate that Tenderer/ Supplier is supplying the goods, hardware software required for completion of the project on resale basis for which a separate resale agreement will be executed between the Purchaser and the OEM along with the EULA/EUMA of OEM’s. The last page of this table encloses the Resale Agreement Template.	Purchaser is agreeable to sign End User License Agreement of the ERP OEM.	--
37.	Section IV – Tender Forms	Technical Responsiveness Checklist (Format), Go-live Acceptance Test The Go-live Acceptance Tests shall be conducted jointly by the Supplier and Purchaser in accordance with the approved test scripts.	Please confirm the understanding that the AEGCL will provide the details of the test script, test data, trial run and acceptance testing.	Purchaser will provide test cases and test data. However, the Tenderer is expected to prepare test script and get the same approved by Purchaser. Testing will be conducted jointly and acceptance will be provided by the Purchaser in case it meets the requirements mentioned in the Tender Document.	--
38.	Section IV – Tender Forms	INTELLECTUAL PROPERTY FORMS Software List List of Custom Materials Notes to Tenderers on working with the Intellectual Property Forms – In accordance with ITT 11.1(j), Tenderers must submit, as part of their Tenders, lists of all the Software included in the Tender assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software.	Under internal review. <i>Custom Software- need to understand custom software - kindly note that we invest a lot in assets we develop to help all our clients. Typically, the Purchaser is not paying for the development of an asset but instead for a result or services.</i>	No Change. Any code which is developed for the purposes of Purchaser’s project shall be considered custom software and should be owned by AEGCL.	--

		Tenderers must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC.			
Section VII – Purchaser’s Requirements					
39.	Section VII	Data preparation, data entry, data migration and data digitization of data provided by Purchaser in physical register or any other form	Please let us know the quantum of data to be migrated? Also, please let us know the total number of pages to be digitized?	Please refer Section VII – Purchaser’s Requirements. The same is also mentioned in Price Schedule.	--
40.	Section VII	2.6.2. Scanning, digitization and uploading of records as necessary (approximate One Hundred Thousand {100,000} sheets	Who will provide the scanner?	Scanner/s shall be arranged by Tenderer.	--
41.	Section VII	Clause 2.7.11 Training Details	<p>Following queries are raised by two bidders: -</p> <p>A. We request you to clarify</p> <p>1. How many Purchaser/ AEGCL users will be there in each batch for the training</p> <p>2. End User Training and Change Management Workshops - > How many locations of Purchaser/ AEGCL needs to be considered in the Training Plan.</p> <p>Please specify such Locations/ Places name</p> <p>B. Please let us know the total number of staffs to be trained approximately?</p>	<p>This will be finalized at the time of finalization of project plan with the selected Tenderer. It may range from 20-30 user per batch except for Change Management workshop. In case of Change Management workshop, it may be 50 per batch.</p> <p>Approximate number of locations for training plan to be considered 10.</p>	--
42.	Section VII	2.7 User Training: The Supplier shall provide comprehensive and detailed training & people change management strategy and plan describing the proposed A&M, calendar / timelines, course contents, course duration, training materials, training tools, training logistics, etc. The	We request the department to confirm the understanding that the Train-The-Trainer approach (TTT) approach will be followed by bidder/supplier, and end user training will be given by the AEGCL Trainers who have undergone training provided by the bidder/supplier.	Tenderers are expected to propose their own Training approach and this carries technical score.	--

		Supplier shall arrange separate training sessions for different categories of participants in batches.			
43.	Section VII	Clause 2.7.9 Training Logistics - The Purchaser shall provide training halls and conference rooms at each of the locations.	We request you to clarify The Purchaser shall provide training halls and conference rooms at each of the locations. - > We understand that this includes PC's/ Laptops for the Purchaser/ AEGCL team, Projector, Board etc. Please confirm	Yes, training hall, PC's/ Laptops, refreshments etc. for trainees will be provided by the Purchaser	--
44.	Section VII	The Supplier shall prepare Bill of Materials with detailed specifications for entire IT infrastructure, including but not limited to servers, computers, data storage devices, data backup devices, server room facility, power supply system including UPS and batteries, site preparation with LAN and WAN, desktops, printer and scanners, etc. required for the proposed ERP Solution	In order to do the server sizing, please let us know the following. 1) Maximum concurrent users expected 2) Maximum transactions per day 3) Data size per transaction 4) What's the data backup and retention policy 5) What's the data archival policy 6) What is the DC and DR policy 7) What is the RPO and RTO for DC to DR failover 8) If any document upload, what is the maximum size per document and what is the maximum file uploads per day? 9) Is server maintenance in bidder's scope of work?	The equipment sizing (including servers) is dependent on the ERP software as well as users' business requirement. We therefore expect these parameters to be finalized by the selected Tenderer during the To Be Study based on both these dimensions. Server maintenance is not in current scope of work.	--
45.	Section VII	Human Resources and Establishment Management: Performance appraisals	Which method of performance appraisal is followed in AEGCL?	This is as per the HR manual of AEGCL which will be shared with the selected Tenderer.	--
46.	Section VII	Project Coverage: It has been planned that AEGCL will implement an integrated system which will cover all its locations	The AEGCL is requested to confirm the understanding that the Project will be done from HQ, and consultants will not have to move to all the locations. The configuration and installation of the	Tenderers are expected to propose their own approach and	--

			ERP on another sites & end user desktop will be managed by the local IT team of AEGCL. Please confirm the total no. of locations which would be covered for this implementation?	methodology and this carries technical score. Please refer to Section VII: clause 2.5 System Analysis, Design and Customization/ Development of Tender Document.	
47.	Section VII	Temporary Infrastructure	We understand that AEGCL own Infrastructure will be in place in 11 Months after starting of the Project as per the Delivery Schedule mentioned in Page No. 182. We request AEGCL to suggest the indicative months for Temporary Infrastructure as accordingly SI will factor the same during costing in the Bid. In case, it crosses the minimum months mentioned in the Bid, for any additional month, AEGCL needs to be pay for those additional months on pro - rata basis	AEGCL will ensure that infrastructures will be in place as required. However, in case of delay due to unavoidable circumstances, AEGCL is agreeable for paying the cost of hiring servers for the additional months. However, the Tenderers need to show the documentary evidence for hiring of the servers for AEGCL purpose only.	--
48.	Section VII	2.5.3 The Supplier shall then install the ERP instance on their temporary server and start configuration and customization. The Supplier shall incorporate all the features as agreed in the BSDD.	Period for supply of temporary server is not provided. Request to define a separate monthly payment for temporary server till AEGCL establishes its own DC/DR	No Change.	--
49.	Section VII	Project Plan, LAN, WAN & ICT Infrastructure	AEGCL is requested to provide clarity on the period for temporary server. i. The temporary hardware will be on-premise/cloud. ii. We propose that bid should have a provision for 12 months temporary infra on cloud. If AEGCL	AEGCL does not have any objection to temporary hardware on premise or on-cloud.	--

			DC/DR is not ready beyond 12 months, they should pay the SI on monthly basis as per rate quoted.		
50.	Section VII	<p>Clause 2.0 Scope of work for the Supplier:</p> <p>2.2 Finalizing Hardware, Network & Communication Environment Requirements: The Supplier shall prepare Bill of Materials with detailed specifications for entire IT infrastructure, including but not limited to servers, computers, data storage devices, data backup devices, server room facility, power supply system including UPS and batteries, site preparation with LAN and WAN, desktops, printer and scanners, etc.</p> <p>required for the proposed ERP Solution.</p> <p>2.2.3 The supplier shall prepare and submit a report on “on Cloud Data Centre” VS “On-premise Data Centre” options including cost benefit analysis.</p> <p>Deliverables – ERP Sizing, Hardware and Network Specification Document as well as Bill of Materials & report on “On Cloud Data Centre” VS “On-premise Data Centre” options including cost benefit analysis</p>	<p>It is submitted to the AEGCL for clarification that:</p> <p>1) The AEGCL is looking for Cloud or On-Premises solution. This is required for budgeting & Price Bid.</p> <p>2) If it's a cloud model, then whether cloud is to be provisioned by SI in their commercials or the same shall be sorted by the AEGCL basis the sizing shared by SI as per their ERP offering?</p> <p>3) If AEGCL is provisioning the cloud then, most importantly, AEGCL should only confirm that their cloud partner shall be able to provide infrastructure compatible and certified by the ERP OEM supplier, and that SI is nowhere responsible in the infra solutioning?</p> <p>4) The requirement of Cloud has to be categorized under any one of the offerings: Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS) OR Platform-as-a-Service (PaaS). or only Co-location</p>	<p>1. This will be finalized with the selected Tenderer at the time of finalization of Bill of materials of IT infrastructure.</p> <p>2 & 3) There will be separate tenders for Data Centre, infrastructure & connectivity and procurement for the same will be done by AEGCL based on the deliverables of the SI.</p> <p>4) For pricing of ERP licenses, on-premise model should be used.</p>	-
51.	Section VII	<p>2.2 Finalizing Hardware, Network & Communication Environment Requirements: Appropriate redundancies shall be built in IT infrastructure as per standard industry practices. The proposed Bill of Materials should include the requirements of Disaster Recovery (DR) site as well. While preparing the specification of servers, the Supplier shall take into consideration the flowing instances for the solution- (a) Development, (b) Training, (c) Testing, (d) Production and (e) Disaster recovery instances. For this purpose, the Supplier shall undertake study at Purchaser locations.</p>	<p>The AEGCL is requested to clarify if the redundancy have to be considered at the component level only or at the application level as well for both DC & DR site.</p>	<p>Redundancies are expected to build into the IT infrastructure as per the standard industry practices.</p>	--

52.	Section VII	2.4 Supply of ERP / RDBMS / Other Software / License: Supply of ERP / RDBMS / Other Software / Licenses	The AEGCL is requested to provide the detailed configuration requirements for the ERP application software, RDBMS software and other software as required. We also request the AEGCL to clarify, as the supplier should consider the "Cloud" or "On-Premises" solution for this RFP's Costing /budgeting ERP / RDBMS/ Other Software & the Licenses.	Configuration details have to be proposed by the Tenderer depending on the solution they are proposing. We have indicated our business requirement and other technical requirements in the Tender Document and the solution should meet such requirement.	--
53.	Section VII	2.5.8 Integration: The Supplier shall identify integration issues and touch points for ensuring seamless integration within the ERP software proposed to be deployed. Also, the Supplier shall provide the API interfaces for integration of the ERP software with other software being used / to be used by Purchaser.	We request the AEGCL to provide the complete details about the integration requirements i.e. what all current systems need to be integrated with new ERP System?	The proposed system should have the provision to integrate with SCADA or other similar software if required in future. However, integration with SCADA is not in the scope of current tender.	--
54.	Section VII	2.6 Data Migration Clause No. 2.6.2 The Supplier shall undertake data migration from the legacy systems and other electronic data presently available with Purchaser.	Following queries are raised by three bidders: - 1. Please provide the list of legacy systems & technologies used by AEGCL and amount (History) of data required to be migrated from each legacy system to ERP system. 2. Please share the list of legacy systems & technologies used by AEGCL and amount (History) of data required to be migrated from each legacy system to ERP system 3. Please share the list of legacy systems which is going to be sunset and retain.	<ul style="list-style-type: none"> • The present accounting is done through Tally system. Moreover, there are certain files in MS Excel also. • Tally will be subsumed and certain data in MS Excel will need to be migrated. 	--
55.	Section VII	Section 2.5.2 Codification of assets: Codification of assets & material and master data preparation:	Whether asset field survey is envisaged as part of the bidder scope? Is individual Asset information is maintained in asset register?	Location wise field survey is not expected. However, Tenderer may	--

				have to visit approximately 20 locations to obtain material and asset data.	
56.	Section VII	Clause 2.5.10: Testing and Commissioning - Load Stress	We request you to clarify How many Concurrent Users needs to be factored out of 380 ERP Users mentioned in the Tender for Load Stress	40% ERP users may be considered for load/stress testing However, this will be finalized with the selected Tenderer during the finalization of equipment specification.	--
57.	2.5.12 Auditing and Quality Control, Page 166	The Supplier shall specify the standard parameters for auditing and quality control of the system and demonstrate their effectiveness. The Supplier will engage experts/3 rd party auditor from the proposed ERP product OEM/ Experts from Power Sector ERP implementation domain to undertake auditing of the solution deployed.	The department is requested to note that engaging an Expert/ 3 rd party auditor/ Expert from Power Sector by the bidder/ supplier would be a conflict of interest/sensitive situation. Henceforth we request that any third-party auditor should be arranged by AEGCL and should be removed from the supplier SoW.	No Change.	--
58.	Section 7, Clause 2.6.2	Data entry - > This may include around Fifty Thousand (50,000) records	We request you to clarify Every record consists of how many fields.	The number of fields may vary. Records may be Accounts records, stores records, HR records, procurements records, project records etc.	--
59.	2.6 Data Migration, Page 166	The Supplier shall be responsible for data collection, data preparation, data cleansing, data entry and data migration for all kinds of master data and transaction data required to successfully implement and operationalize the proposed ERP Solution.	It is strongly submitted to the AEGCL that - while SI/bidder shall be responsible for Data Conversion & Migration into new ERP application, however the Data Collection, validation and/or cleaning should remain the AEGCL's primary responsibility, however SI/bidder shall assist AEGCL in every possible way. Kindly confirm the understanding? Even if the Data Collection/ preparation is the responsibility of SI, can you please confirm that	No Change. Regarding scanning requirements, please read the Tender Document.	--

			Document Scanning will be out of scope of SI/Bidder? The AEGCL is also requested to provide the cut-off date of the historical data to be migrated into new ERP System.		
60.	Section 7, Clause 2.12.2	Application Maintenance Support Services - Help Desk Support and Technical Support	We understand that 1. Total four (4) resources Onsite for Help Desk Support includes Two (2) technical resources also. Please confirm 2. For SI team working from offshore, VPN will be provided by the Purchaser/ AEGCL. In case, SI needs to provide the VPN, will SI VPN will be allowed to work in the Purchaser/ AEGCL infrastructure	1. Help Desk resource requirement is 4 Persons. For technical Support the Tenderer has to propose at least 2 persons on premise. 2. Incase Supplier team is working from offshore; VPN has to be organized by the Supplier.	--
61.	Section 7, Delivery Schedule	Submission of Inception Report & Deployment of Resources	We request you to change the Delivery Timelines of this particular clause from 0.5 Month to 1 Month. Justification - > Overall project period will not be impacted.	No Change	--
62.	Section VII	Delivery Schedule: Delivery of ERP Licenses - In the Month of 13	Following queries are raised by two bidders: - 1. We request you to amend the Delivery of ERP Licenses in Month 1. Justification ->Request you to kindly procure the SAP ERP Software & Licenses in the initial stage of Month 1, as we will be requiring the Licenses for Overview Training, BBP, Configuration etc. to the core team members and other stakeholders of the AEGCL 2. Whether all these licenses will be delivered at one go?	Please refer Addendum.	8,9,10,11

63.	Section VII	A Implementation Schedule Table III: Price of Additional License	It is requested to change this clause. The unit price of different type of licenses should remain firm & valid for the implementation period of 18 months including stabilization period.	No Change.	--
64.	Section VII	B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS Deliverables – ERP Sizing, Hardware and Network Specification Document as well as Bill of Materials & report on “On Cloud Data Centre” VS “On-premise Data Centre” options including cost benefit analysis 2.4 Supply of ERP / RDBMS / Other Software / Licenses Deliverables: User licenses, software tools for development /testing/quality assurance & User Documentation. 2.4.8 The Purchaser, in addition to above licenses may require 2.5.12 Auditing and Quality Control: In case, the audit report is not acceptable to Purchaser, Purchaser retains	Tenderer/ Supplier submits that sizing will be done on the basis of the information provided by the Purchaser. Supplier shall not be responsible for any sizing error. For clause 2.4.8 -Kindly note that additional licenses requested would need prior notice and we cannot commit on the change in fees. Further section 2.5.12 is modified as it leans on to risk purchase. Suggest modified clause below: 2.5.12 Auditing and Quality Control: In case, the audit report is not acceptable to Purchaser, Purchaser retains the right to appoint its own auditor that shall not be a competitor of the Supplier	<ul style="list-style-type: none"> No Change Clause 2.4.8- Please refer Section II:- ITT 44 	--
65.	Section VII	C. TECHNOLOGY SPECIFICATIONS– SUPPLY & INSTALL ITEMS 3.1 Service Levels: Following service levels will be applicable to the Supplier for handholding and maintenance support: <i>Notes: Penalty at the rate of half percent (0.5%) of the Group C and Group D prices shall be deducted per week of delay in meeting SLA conditions for software defects/ bugs/ issues in</i>	We reserve this clause for mutual discussion when Supplier is chosen as the successful bidder	No Change.	--

		<i>accordance with clause 3.1 of Section VII (Service Level Agreement) and the maximum penalty shall be ten percent (10%) of the total.</i>			
66.	Section VII	<p>B. INFORMATIONAL MATERIALS</p> <p>0.3 The Legal, Regulatory, and Normative Context for the Information System</p> <p>0.3.1 AEGCL is bound under the listed legal & regulatory Tariff Policy, Tariff Petition and orders under the state AERC, Indian Electricity Act, Assam Electricity Act, National Electricity Policy, Indian Grid Code, Assam Grid Code, Supply Code Regulation and will follow the laws, regulations and other formal norm in shape the Information System.</p> <p>0.3.2 The Information System would follow the Acts / Policies/ Guidelines, Rules & regulations, Standard forms, office orders/ circulars/ memorandums/ notices & reports as existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement with this Information System</p>	<p>Tenderer/ Supplier request clarification as to the intent to this clause.</p> <p>As mentioned in our GCC and SCC that the Supplier shall comply with all laws in applicable to operation of Supplier's business and as a provider of Service under this Contract.</p> <p>It will be difficult to comply in general with all these regulations unless specifically instructed in writing to do so as per the specific requirement of the Purchaser</p>	<p>This is a broad guideline regarding the practices and procedures followed by Purchaser. The Tenderer has to abide by the same.</p>	--
67.	Section VIII	<p>Purchaser's Requirements; Clause 2.5.2: Codification of Assets & material and master data preparation</p> <p>1. Supplier shall develop the codification structure and data formats</p> <p>2. Supplier shall do asset and material codification</p> <p>3. Supplier shall prepare Fixed Asset Register and inventory records</p>	<p>1. We understand that AEGCL had conducted a fixed asset verification exercise in 2015 and accordingly, a cleaned up Fixed Asset Register was prepared. Is this understanding correct?</p> <p>2. If there is an existing FAR, does the scope of the bidder limit to updating of the same and developing a codification structure for the same?</p> <p>3. Does AEGCL follow an existing framework for inventory codification? Is there an inventory record available?</p> <p>4. Does the scope involve physical verification of assets and inventory across all locations of AEGCL? Does the scope involves .ALL assets e.g. land, building, furniture etc. or is it limited to lines and substations?</p>	No Change.	--

			<p>5. Does the scope involve valuation of assets and inventory?</p> <p>6. Does the coverage of assets / inventory includes value wise or quantity wise?</p> <p>7. What is the cut off date of PV. Does we also need to cover the period between issue of tender and actual start of the tender.</p> <p>8 . Understand value for Fixed assets will be mapped against the details available such as PO, Invoice. What in case details are not available</p> <p>9. How management is intending to close the confirmation of FA from the site.</p> <p>10. Does company have guidelines defining revenue and capital expenditure.</p> <p>11. What is the value of assets location wise details required</p>		
68.	Throughout RFP	Software & Licenses	<p>AEGCL is requested to please clarify & confirm that for all third party software, obligations will be routed through the licensing agreement entered directly between the software vendor and AEGCL and that third party software releases, upgrades, patches etc. would be governed by the terms of the licensing agreement between AEGCL and the selected supplier. As implementers Bidder /Supplier may facilitate the process, as per pre-agreed terms.</p>	Supplier shall be liable for all software supplied by them under the contract.	--
69.	Throughout RFP	H/W & Licenses Procurement	<p>Does the SI bidding for this opportunity need to procure the licenses for Cloud or on-premises? Please provide the clarity.</p>	Supplier shall supply the ERP licenses on premise basis.	--

70.	Throughout RFP	"but not limited to"	We urge the AEGCL to exclude/remove any & all such open-ended statements to avoid any requirement gaps and hence leaving no room for interpretations.	No Change.	--
Section VIII - General Conditions of Contract (GCC)					
71.	Section VIII	<p>A. Contract and Interpretation</p> <p>1. Definitions</p> <p>ix. "Procurement Regulations" refers to the edition specified in the SCC of the Asian Infrastructure Investment Bank "Procurement Regulations for IPF Borrowers".</p> <p>(iii) "Information Technologies" means all information processing and communications related hardware, Software, supplies, consumable items that the Supplier is required to supply and install under the Contract.</p> <p>((iv) "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.</p> <p>(xii) "Custom Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.</p> <p>xvi "Custom Materials" means Materials developed by the Supplier at the Purchaser's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials.</p>	<p>Supplier/ Tenderer request the modification of the following definition:</p> <p>(iii) "Information Technologies" means all information processing and communications related- Software, supplies, - items that the Supplier is required to supply and install under the Contract.</p> <p>((iv) "Goods" means software that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies -, but excluding the Supplier's Equipment.</p> <p>We need clarification on the definition of (xvi) "Custom Materials and (xii)"Custom Software"- as we are not delivering them - we are only supplying 3rd party Software with customization, implementation and support services.</p> <p>Supplier request deletion of Supplier Equipment and reference to Supplier Equipment as this is not in scope.</p>	<p>These are general definition which are included as a part of standard bidding document. The Tenderer's liability is limited to only software and services provided by them.</p>	--

		Custom Materials includes Materials created from Standard Materials.” (xviii) “Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.			
72.	Section VIII	B. Subject Matter of Contract 7. Scope of the System 7.1 Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier’s obligations cover the provision of all Information Technologies, Materials 7.2 The Supplier shall, unless specifically excluded in the Contract, 7.3 The Supplier’s obligations (if any) to provide Goods and Services as implied by the Recurrent Cost	Supplier agrees inn principle, however request deletion of clause 7.2 as not being specific “ <i>perform all such work and supply all such item</i> ” being ambiguous and pose as a scope creep. -7.2 Not Applicable	No Change.	--
73.	Section VIII	B. Subject Matter of Contract 9. Supplier’s Responsibilities 9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to Tender submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly	Supplier suggest the following modification: 9.2 To the best of its knowledge the Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to Tender submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.	No Change.	--

		<p>estimating the difficulty or cost of successfully performing the Contract.</p> <p>9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.</p> <p>9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.</p>	<p><i>In 9.3 we request that Accenture be given a cure period instead of directly termination- a reasonable time period of rectification can be mutually agreed by the parties.</i></p> <p>9.3 To the best of its efforts the Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule..</p> <p><i>For clause 9.4 - Please note that Supplier shall acquire permits and licenses that are required by the Supplier as a service provider for this Project.</i></p>		
74.	Section VIII	<p>B. Subject Matter of Contract</p> <p>9. Supplier's Responsibilities</p> <p>9.5 The Supplier shall comply with all laws in force in the Purchaser's Country. The laws will include all national, Section VIII -General Conditions of Contract 218 provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and</p>	<p>To avoid any doubt – all laws in force in the Purchaser's Country means the laws that are applicable to operation of Supplier business and as a provider of Service under this Contract. Further we would request deletion of indemnity under this clause.</p> <p>Please see revised language:</p> <p>9.5 The Supplier shall comply with all laws in force in the Purchaser's Country. The laws will include all national, Section VIII -General Conditions of</p>	No Change.	--

		<p>expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Purchaser.</p> <p>9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).</p>	Contract 218 provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. -.		
75.	Section VIII	<p>B. Subject Matter of Contract</p> <p>9. Supplier's Responsibilities</p> <p>9.8 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>	<p>Supplier request deletion of clause 9.8</p> <p>We can allow a general annual audit to be conducted once a year and such audit shall be on relating to the performance of the Contract under this project and not on the confidential information such as internal costing and books of records- further such action shall not be carried out by the competitor of the Supplier.</p> <p>Once Supplier is appointed as the successful bidder, we shall mutually discuss this provision.</p>	No Change.	--
76.	Section VIII	<p>B. Subject Matter of Contract</p> <p>10. Purchaser's Responsibilities</p> <p>10.2 The Purchaser shall be responsible for timely provision Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to GCC Clause 41.3.1 (b).</p>	<p>Supplier requires clarification on the last para on 10.2</p> <p>Purchaser here is the Client if you fail on timely responsibilities why are we being reprimand to termination?</p> <p>Supplier will not be providing the service mentioned under 10.5- suggest deletion</p>	No Change.	--

		10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and /or electric power services falls to the Supplier, as specified in the Technical Requirements.....			
77.	Section VIII	C. Payment 12 Terms of Payment 12.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s). 12.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days af..... 12.5 Unless otherwise specified in the SCC, payment of the foreign currency portion of the Contract Price for Goods.....	Supplier request deletion of para 12.2 Supplier request deletion of clause 12.5 as not applicable	No Change	--
78.	Section VIII	C. Payment 12.3 Terms of Payment	It is suggested to change this clause as " Payment shall be made promptly by the Purchaser, but in no case later than 30 (thirty) days after submission of a valid invoice by the supplier.	No Change.	--
79.	Section VIII	C Payment 13.2 Advance Payment Security	Since Supplier will submit Performance security, it is suggested to delete this clause.	No Change.	--
80.	Section VIII	C. Payment 14. Taxes and Duties 14.1 For Goods or Services supplied from outside the Purchaser's country,..... 14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties.....	Please note that Supplier will be performing the services from India and not from outside the country- <i>Deal Team to confirm the same please.</i> Clause 14.1 –request deletion as not relevant Under review by Tax team The Supplier proposes that each party will be responsible for payment of their own taxes further the Purchaser will be responsible for payment of all current, additional or future taxes in connection with this Contract, including but not limited to, sales, use, excise, value-added, business, service, goods and services, consumption, withholding taxes, other	No Change For Tax component, please refer GCC 14.4 of Section VIII	--

			similar taxes or duties and taxes incurred on transactions between and among the Supplier, its Affiliates, and third party subcontractors. The Purchaser will reimburse Supplier for any deficiency relating to taxes that are the Purchaser's responsibility under this Contract. If work for the Purchaser requires that personnel perform Services outside the city, state, province, or country in which such personnel are based, the Purchaser will reimburse Supplier for increased tax and administrative costs incurred by Supplier and/or its personnel.		
81.	Section VIII	<p>D. Intellectual Property</p> <p>15. Copyrights</p> <p>15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser.....</p> <p>15.3 The Purchaser's contractual rights to use the Standard Software or elements.....</p> <p>15.4 Unless otherwise specified in the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser.....</p>	<p>Supplier understands the principle of this clause, kindly note that we invest a lot in assets we develop to help all our clients. Typically, the client is not paying for the development of an asset but instead for a result or services. Further in this project Supplier will be supplying 3rd party material for EULA, so the software terms will govern the subject matter of the licensed IPR.</p> <p>As per the scope of the project and the service being provided under this Contract, we would like to suggest the following paragraph that highlights the intend of each parties IPR and replaces 15.2 till 15.4 :</p> <p>Please see the modified cause:</p> <p>15.2 All software, patents, graphics, photos, designs, trademarks, logos or other artwork and materials provided to Supplier by Purchaser under this Contract ("Purchaser IP") are and shall remain the sole and exclusive property of Purchaser or its third-party licensors and the Purchaser shall obtain any relevant consents and licenses necessary for the Supplier to use Purchaser IP to perform Services and provide deliverables under this Contract. Purchaser hereby grants to the Supplier , during the term of this Contract, a non-exclusive, fully paid, worldwide, non-transferable, limited license to use and permit</p>	<p>No Change.</p> <p>Purchaser is agreeable to sign End User License Agreement of the ERP OEM.</p>	--

		<p>Supplier's subcontractors to use the Purchaser IP, solely for the purposes of providing the Services and Deliverables under this Contract. Effective upon final payment, Supplier hereby grants to Purchaser, subject to any restrictions applicable to any third party materials embodied in the Deliverables, a perpetual, worldwide, nontransferable, non-exclusive, irrevocable right and license to use, copy, modify and prepare derivative works of the Deliverables for purposes of Purchaser's and its affiliated companies' internal business only (excluding any Supplier's IP, defined below, governed by separate license agreements signed by Purchaser, if any). All intellectual property in the Deliverables remain in and/or are assigned to Supplier. All other intellectual property: (a) of Supplier existing prior to the Services, (b) used in the Services (except Purchaser IP), (c) developed by Supplier, or (d) licensed to Supplier by third parties and used in the Services, and (e) any enhancements or modifications to, or derivative works of, any intellectual property in categories (a)-(d), are the sole and exclusive property of Supplier ("Supplier IP"). The Supplier IP embedded in Deliverables may not be used separately and no Supplier IP may be used beyond the license rights granted above. The deliverables and Supplier IP are proprietary to Supplier and embody valuable intellectual property rights, which may include Supplier patents, copyrights, trade secrets, know-how and other proprietary rights. Purchaser agrees to pay a license fee, if any, specified in the Contract for the rights granted herein. Each party is otherwise free to use concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Services. Supplier is not precluded from independently developing for itself, or for others, anything, whether in tangible or</p>		
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			<p>non-tangible form, which is competitive with, or similar to, the deliverables provided and to the extent that they do not contain Purchaser Information."</p> <p>15.3 Subject to the Parties' obligations under this clause, nothing in this Contract will preclude the Supplier from acquiring, marketing, developing, distributing, licensing or using for itself or others, services, products or technology that are the same as or similar to those provided to Purchaser by Supplier pursuant to this Contract. Furthermore, Supplier shall be free to use, disclose and employ skills, ideas, knowledge, concepts, experiences, know-how, methods, techniques, and/or skills obtained or learned from any party by Supplier during the course of providing the Services, so long as Supplier does so in an aggregated or anonymous manner without disclosure of any Confidential Information of Purchaser to any third party, and shall have the right to retain a copy of any information for such purposes, for archiving purposes and for use in the event of a dispute.</p> <p>Suggest deletion of clause 15.4 as no customer materials will be developed, hence not relevant, also as mentioned above we are supplying 3rd party material for EULA. So the terms will govern the subject matter.</p>		
82.	Section VIII	<p>D. Intellectual Property</p> <p>16. Software License Agreements</p> <p>Page</p> <p>16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and.....</p> <p>16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. Unless otherwise specified in the SC.....</p>	<p>Supplier request an alternate provision for clause 16.1 and 16.2, as this do not reflect true understanding of the ownership of the Software license. Here the Software license is supplied, delivered and installed (<i>need to check if installation and delivery with delivery team</i>) by a third party. The Supplier has procured and supplied to Purchaser such license on resale basis and Purchase will have to enter into direct EULA with OEM.</p> <p>So, on become the successful bidder we propose an appropriate applicable clause to cater the Purchaser's</p>	<p>No Change.</p> <p>Purchaser is agreeable to sign End User License Agreement of the ERP OEM.</p>	--

			requirement in relation this clause and further request deletion of clause 6.1 and 16.2 for now.		
83.	Section VIII	<p>D. Intellectual Property</p> <p>17. Confidential Information</p> <p>17.1 Unless otherwise specified in the SCC, the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.</p>	<p>Supplier agrees in principle and would request the following modification as suggested below:</p> <p>17.1 Unless otherwise specified in the SCC, the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information belonging to the Disclosing Party that is of a confidential nature and which is marked or otherwise designated as confidential or proprietary or is reasonably understood to be of confidential or proprietary nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract. Both parties agree that there will be no personally identifiable information ("PII") shared between the parties under this Contract and is not included under the definition of the Confidential Information.</p> <p>17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:...</p> <p>....</p> <p>"(d) is Independently developed by either Party without reference to the Confidential Information of the other Party, or</p> <p>(e) is required to be disclosed under orders of Court of competent jurisdiction or to fulfil legal or regulatory requirements."</p>	No Change.	--
84.	Section VIII	<p>G. RISK DISTRIBUTION</p> <p>21. Insurances (GCC Clause 37)</p>	<p>Supplier has suggested modified language in the insurance clause. We further suggest vehicle liability insurance to be deleted as not in scope.</p> <p>Other provision under review of Insurance POC</p>	<p>Please refer GCC 37.1 (c) and GCC 37.1 (e) of Section IX – Special Conditions of Contract</p>	--

85.	Section VIII	<p>E. Supply, Installation, Testing, Commissioning, and Acceptance of the System.</p> <p>23. Product Upgrades</p> <p>23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).</p> <p>23.4 Unless otherwise specified in the SCC, during the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no later than twelve (12) months after they are released in the country of origin of the Software.</p>	<p>Supplier proposed to delete clause 23.2 as this is not acceptable to the supplier policy. We cannot offer a fall clause to any client.</p> <p>Further we cannot commit that the new version or updates will come at the same cost during the Warranty as mentioned in clause 23.4 .</p>	<p>New version of the ERP Software shall not be part of the current scope.</p>	--
86.	Section VIII	<p>24. Implementation, Installation, and Other Services</p> <p>24.1 The Supplier shall provide all Services specified in the Contract and</p> <p>24.2 Prices charged by the Supplier for Services, if not included in the</p>	<p>Supplier agrees to clause 24.1 in principle and suggest the following modification:</p> <p>"24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the industry standards of professional competence and integrity"</p> <p>However we cannot accept clause 24.2 as it being a fall clause which we do not provide to any client in the market and suggest deletion:</p>	No Change.	--

87.	Section VIII	<p>F. Guarantees and Liabilities</p> <p>28. Operational Acceptance Time Guarantee</p> <p>28.2 Unlessthe Supplier shall pay to the Purchaser liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.</p> <p>28.3 Unless otherwise specified in the SCC, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.</p>	<p>Supplier suggest deletion of clause 28.3 and the liquidated damages should be the sole and exclusive remedy for delay.</p> <p>Suggest the following modifications: “28.3 Unless otherwise specified in the SCC, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. ”</p> <p>At a minimum, we suggest that the Liquidated Damages provision in all cases should cover the following in principle:</p> <p>(i) Liquidated damages/Penalty to be the sole and exclusive remedy of Purchaser against all delays;</p> <p>(ii) Such liquidated damages/penalty shall only be imposed if the delays can be solely attributable to the acts of the Supplier;</p> <p>(iii) the maximum liability of Supplier with respect to all liquidated damages or Penalty mentioned under this Agreement in aggregate to be [not greater than 5%] of the cost of activity delayed;</p> <p>(iv) Liquidated damages/penalty shall be counted towards the overall liability of Supplier while computing the overall liability of Supplier during each phase;</p> <p>(v) We would like to discuss the earn back provisions under the section to arrive at a mutually agreed position and in case we are able to meet the overall timelines, in which event we shall be paid back the Liquidated Damages/Penalty which has been levied on us till that time;</p> <p>(vi) we would like to discuss incentives provision under the section to arrive at a mutually agreed position.</p> <p>(vii) Supplier shall not be responsible for any delays or non-performance of other parties or Purchaser in line h what mentioned under the referred section.</p>	No Change.	--
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88.	Section VIII	F Guarantees & Liabilities 28.2 Liquidated Damages	It is suggested to change this clause as “The aggregate amount of such liquidated damages shall in no event exceed the amount of five (5) percent of the Contract Price.”	No Change.	--
89.	Section VIII	F. Guarantees and Liabilities 29. Defect Liability 29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. Unless otherwise specified in the SCC, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract. 29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System’s or Subsystem’s ability to fulfill the Technical Requirements. 29.3 Unless otherwise specified in the SCC, the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier’s and/or Subcontractor’s current product lines, and (ii)	Supplier agrees to this clause in principle however as an industry practice no Supplier can warrant free from defect or fit for purpose. We do not provide any warranty in relation to contractual commitments. In addition we suggest the following warranty disclaimer provision to avoid any expectation in relation to implied warranty. Further, we would like to reiterate that Supplier is supplying the goods, hardware software required for completion of the project on resale basis for which a separate resale agreement will be executed between the Purchaser and the OEM. We would also like to offer a 30 days standard service warranty- This service warranty period is open for discussion at the time when Supplier is appointed as the successful bidder and at the time of entering into a contract. The warranty period of 36months to be confirmed by OEM's. We suggest including additional subclause in clause 29.6 “ (e) any specification or directions received by Supplier from the Purchaser.” Further, section 29.5 shall be the sole and exclusive remedy provided to the Purchaser for the defect deliverables provided by the Supplier. The preceding is Supplier's only express warranty concerning the Services and any deliverables and are made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of fitness for a particular purpose, merchantability, informational content, systems integration, non-	No Change.	--

		they have been previously released to the market. 29.4 Unless otherwise specified in the SCC, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.	infringement, interference with enjoyment or otherwise.		
90.	Section VIII	F. Guarantees and Liabilities 29.10 Unless otherwise specified in the SCC, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, such third party shall not be a competitor of the Supplier. If this modification is not accepted would propose deletion of clause 29.10 as we cannot accept Risk to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security. 29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Purchaser because of such defect and/or making good of such defect. 29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for	Supplier understand the concern in principle and would suggest the following modifications: 29.10 Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice of 30 days to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, such third party shall not be a competitor of the Supplier. If this modification is not accepted would propose deletion of clause 29.10 as we cannot accept Risk purchase clause. Further we suggest deletion of clause 29.11 as it has a cascading effect on the warranty period. Further suggest the following modification in clause 29.12 29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater.. <i>Please note that there will be no hardware provided by the Supplier to retain physical possession.</i> Further, Supplier cannot commit to warranties /remedies from the third-party products as we are simply the middle person- Purchaser needs to negotiate the warranty terms with the OEM's. Can suggest the following modifications:	No Change.	--

		<p>the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Purchaser may choose to retain physical possession of any replaced defective information storage devices.</p> <p>29.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action from any subcontracted third-party producers or licensors of Goods included in the System, including without limitation assignment or transfer in favor of the Purchaser of the benefit of any warranties given by such producers or licensors to the Supplier.</p>	<p>29.13 At the request of the Purchaser the Supplier will take all commercial reasonable efforts to provide all possible assistance to the Purchaser to seek warranty services or remedial action from any subcontracted third-party producers or licensors of Goods included in the System.</p>		
91.	Section VIII	<p>F. Guarantees and Liabilities</p> <p>30. Functional Guarantees</p> <p>30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract.</p> <p>30.2 If, for reasons attributable to the Supplier..... Tests until the System achieves Operational Acceptance.</p> <p>30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance</p>	<p>The Supplier cannot commit guaranteeing the success but would meet agreed-upon standards.</p> <p>Please see suggested modification:</p> <p>30.1 The Supplier -understands that, once the Operational Acceptance Certificate(s) has been issued, The Supplier cannot agree to acceptance test yet again on repaired goods this will be time consuming and request the following modification:</p> <p>30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier</p>	No Change.	--

		Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.	shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions. Supplier request deletion of clause 30.3		
92.	Section VIII	F. Guarantees and Liabilities 31. Intellectual Property Rights Warranty 31.1 The Supplier hereby represents and warrants that: (a) the System as supplied, installed, tested, and accepted; (b) use of the System in accordance with.....	Supplier suggest deletion of clause 31.1 as there is no supply of Systems in the scope of the Project under this Contract and Accenture does not provide any such warranty. IPR warranty is not necessary as Supplier has already provided indemnity for the third party claim for IPR.	No Change. The Supplier is liable only for the Software and services provided under the contract.	--
93.	Section VIII	F. Guarantees and Liabilities 32. Intellectual Property Rights Indemnity 32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of: (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located; (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.	Supplier agrees to this clause in principle, however since we are providing services suggest the following modifications: 32.1 The Supplier shall indemnify the Purchaser and its employees and officers from and against -all third-party claims, losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any third-party infringement claim of any Intellectual Property Rights by reason of: (a) infringement of a third party's copyright, trademark or India patent existing as of the date of delivery of such deliverable or Purchaser IP, or (b) misappropriates a third-party's trade secret. Delete (a) (b) (c)- as not relevant. 32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense conduct such proceedings or claim and any negotiations for the	No Change.	--

		<p>32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>If the Supplier failsSupplier for all reasonable expenses incurred in so doing.</p>	<p>settlement of any such proceedings or claim. Further, if any deliverable of the Service provided by the Supplier is likely to become, the subject of an infringement claim then the Supplier, at its expense and in addition to defending the claim and providing indemnity as required by under this clause 32, will use reasonable efforts to procure for the Purchaser the right to use and continue using such deliverable or replace it with a non-infringing equivalent or modify it to make its use hereunder non-infringing, provided that such replacement or modification does not result in a degradation of the performance or quality of the deliverable. The foregoing provisions of this clause constitute the Purchasers' sole and exclusive remedies with respect to infringement claims</p>		
94.	Section VIII	<p>F. Guarantees and Liabilities</p> <p>33. Limitation of Liability</p> <p>33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.</p>	<p>Supplier agrees in principle; however, Supplier's liability should not cover the amount that is payable in respect of third-party products to be supplied on Resale basis. Any such issue will be handled between Purchaser and OEM under Resale Agreement and EULA. Supplier's role will be to facilitate any such claim between Purchaser and such third-party product OEM.</p> <p>We suggest the following modification:</p> <p>33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, negligence, indemnity, strict liability in tort by statute or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, loss of reputation / goodwill or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, even if it has been advised of their possible existence; and</p>	No Change.	--

			(b) the maximum aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price received by the Supplier for the services components under this Contract provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to third party intellectual property rights infringement.		
95.	Section VIII	<p>G. Risk Distribution</p> <p>34. Transfer of Ownership</p> <p>34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.</p> <p>34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.</p> <p>34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its subcontractors.</p>	<p>As mentioned previously Supplier is providing services here there is no equipment being used or transferred and Software license is supplied, delivered by a third party. The Supplier has procured and will supply to Purchaser such license on resale basis and Purchase will have to enter into direct EULA with OEM.</p>	<p>Purchaser is agreeable to sign End User License Agreement of the ERP OEM.</p>	--
96.	Section VIII	<p>G. Risk Distribution</p> <p>35. Care for system</p> <p>35.1 and 35.2</p>	<p>Need clarification on these two clauses 35.1 and 35.2 – if not applicable then suggest deletion.</p>	No Change.	--
97.	Section VIII	<p>G. Risk Distribution</p> <p>36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification</p>	<p>Supplier agrees this clause in principle and suggest that Supplier will comply with the laws applicable to</p>	No Change.	--

		<p>36.1 The Supplier and each and every Subcontractor shall adhere by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Purchaser's Country.</p>	<p>the Supplier as a service provider and suggest the following modification:</p> <p>36.1 The Supplier and each and every Subcontractor shall adhere by the job safety, insurance, customs, and -measures prevalent and laws in force in the Purchaser's Country. The applicable laws for Supplier shall mean laws applicable to operation of its business and as a provider of Services under this Contract.</p>		
98.	Section VIII	<p>G. Risk Distribution</p> <p>36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification</p> <p>36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents.</p> <p>36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such</p>	<p>Supplier agrees to this clause in principle and suggest the following modification:</p> <p>36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a third party claim) that the Purchaser or its employees or officers has suffer as a result of the death or bodily injury of any person or property directly cause by reason of the gross negligence or willful misconduct of the Supplier or its Subcontractors, or their employees, officers or agents, during the course of the Service under this Contract (except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents).</p> <p>Delete last para of section 36.3</p> <p>36.6 The party entitled that has occurred.</p>	No Change.	--

		measures, the other party's liabilities shall be correspondingly reduced.			
99.	Section VIII	<p>G. Risk Distribution</p> <p>37. Insurances</p> <p>37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out, the following insurance policies:</p> <p>(e) Other Insurance (if any) specified in the SCC.</p> <p>37.2 The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC</p> <p>Clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.</p> <p>37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.</p> <p>37.5 If the Supplier fails to take out and/or maintain in effect the..... debt due from the Supplier.</p> <p>37.6 Unless otherwise provided in the Contract, the Supplier shall.....</p>	<p>Supplier agrees to the insurance clause in principle and suggest that sub clause (a) Cargo Insurance During Transit and (b) Automobile Liability Insurance - are not relevant for IT services contract, hence we have proposed the alternate language applicable for the IT service contract.</p> <p>However, we may negotiate to include further specific requirement, once Supplier is appointed as the successful bidder for this Contract.</p> <p>Please see modified clause 37.1</p> <p><i>"23 Insurance - "Each party will determine the types and amounts of insurance coverage it requires in connection with this Agreement. Neither party is required to obtain insurance for the benefit of the other party and each party shall pay all costs and receive all benefits under policies arranged by it. Each party waives rights of subrogation it may otherwise have regarding the other party's insurance policies, including but not limited to property insurance, business interruption insurance, and other first-party insurance."</i></p> <p>Request deletion of clause 37.2 not relevant and cannot name Purchaser as we do not name the co insured for our policies</p> <p>Suggested the modified clause 37.4:</p> <p>37.4 The Supplier shall take commercially reasonable efforts to flow down and ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.</p> <p>We adhere to the other provision of providing certification and maintain adequate policy for personnel (not vehicles), however as a company</p>	<p>No Change.</p> <p>Please refer GCC 37.1 (c) and GCC 37.1 (e) of Section IX – Special Conditions of Contract</p>	--

		without the prior written consent of the Supplier.	policy we cannot agree to clause 37. 5 and 37.6 and request deleting the same.		
100.	Section VIII	41.1 Termination for Purchaser's Convenience	It is requested to delete this clause.	No Change	--
101.	Section VIII	<p>H. Change in Contract Elements</p> <p>41. Termination:</p> <p>41.1 Termination for Purchaser's Convenience</p> <p>41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.</p> <p>41.2 Termination for Supplier's Default</p> <p>41.2.1 The Purchaser, without prejudice to any other rights</p> <p>Or.....:</p> <p>(b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix to the GCC, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.</p> <p>41.2.2 if the Supplier</p> <p>.....</p> <p>.....then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature</p>	<p>The Supplier agrees to this clause in principal and would sometime period for termination of convenience and for default - we suggest the following modification:</p> <p>41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier an advance written notice of 90 days termination that refers to this GCC Clause 41.1.</p> <p>Suggest deletion of clause 41.2 (b) – Suggest modification on 41.2 (c) – termination should not be on any here say or false claims or judgement but on evidence and proof – suggest modification as follow:</p> <p>(c) if the Supplier, has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix to the GCC, in competing for or in executing the Contract including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.</p> <p>We agree to the principle in clause 41.2.2 and suggest a time for the cure period- suggest following modification:</p> <p>41.2.2</p> <p>.....</p> <p>.....If the Supplier fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of</p>	Please refer Addendum.	14

		<p>of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.</p> <p>41.2.3 Upon receipt of the notice of termination under GCC</p> <p>Clauses 41.2.1 or 41.2.2, the Supplier shall, upon such date as is specified in the notice of termination:</p> <p>Suggest deletion of subclause 41.2.3 (d) and (e) as not in scope</p> <p>Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:</p> <p>(d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;</p> <p>(e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.</p>	<p>termination to the Supplier that refers to this GCC Clause 41.2.</p> <p>Suggest modification of clause 41.2.3 as follows:</p> <p>41.2.3 Upon receipt of the notice of termination under GCC</p> <p>Clauses 41.2.1 or 41.2.2, the Supplier shall, upon such date as is specified in the notice of termination:</p> <p>Suggest deletion of subclause 41.2.3 (d) and (e) as not in scope</p>		
102.	Section VIII	<p>H. Change in Contract Elements</p> <p>41. Termination</p> <p>41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or</p>	<p>We understand the intent, but Supplier cannot accept to be expelled just like that or set off or risk purchase clause, hence suggest modification of the of the clause as follows:</p> <p>41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall</p>	No Change.	--

		<p>arrange removal of the same from the site.</p> <p>41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.</p> <p>41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p> <p>41.3.3. d (ii) to the extent legally possible, assign to the Purchaser all right, title, and</p>	<p>thereafter without delay remove or arrange removal of the same from the site.</p> <p>Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price condition pursuant to GCC Clause 41.2.3 (a).</p> <p>Suggest deletion of clause 41.2.6</p> <p>Suggest deletion of 41.3.3 (d) (ii) as assignment of title is out of scope:</p>		
103.	Section VIII	<p>H. Change in Contract Elements</p> <p>42. Assignment</p> <p>42. Assignment 42.1 Neither the Purchaser nor the Supplier shall, without the express prior</p>	<p>Supplier agrees to this clause in principal and suggest slight reasonable modification as follows:</p> <p>42.1 Other than to its affiliates, neither the Purchaser nor the Supplier shall, without the express prior written consent of the other (which shall not be</p>	No Change.	--

		written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.	unreasonably withheld) , assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.		
104.	Section VIII	I. Settlement of Disputes 43.2.3 Arbitration 43.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.	Supplier agrees to this clause in principle however, to offer an impartial resolution process, we request suggest the following language for Arbitration: Suggest modification of clause 43.2.3: “43.2.3 Arbitration proceedings shall be conducted and settled by arbitration in accordance with the arbitration rules of the Mumbai Centre for International Arbitration (“MCIA Rules”), which rules are deemed to be incorporated under this Contract by reference. The seat of arbitration will be in Mumbai. The law governing this Arbitration agreement shall be applicable laws of India. Arbitration shall be conducted by three arbitrators, with each Party appointing one arbitrator and the two arbitrators so appointed, appointing the third presiding Arbitrator within 15 days of the date of appointment of second arbitrator. Depositions and interrogatories may be ordered by the arbitral panel upon a showing of need. All decisions, rulings, and awards of the arbitral panel will be made pursuant to majority vote of the three arbitrators and shall be final. The award will be in accordance with the applicable law, will be in writing, and will state the reasons upon which it is based. The arbitrators will have no power to modify or abridge the terms of this Agreement. Nothing in Section shall prevent the Parties from applying to a court of competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard a	No Change. Please refer 43.2.3 of Section IX – Special Conditions of Contract	--

			Party's intellectual property or other rights that are the subject matter of the dispute. The arbitration proceedings shall be conducted in English language."		
Section IX - Special Conditions of Contract (SCC)					
105.	Section IX	Annual Technical Support (ATS)	Annual Technical Support (ATS) for ERP and associated will start from the next day of supply of licenses	Please refer Clause 2.11 Application Technical Support Services of Tender Document and addendum (SL No. 11)	--
106.	Section IX, Group B	Group - B: Payment against Project Management, Implementation, Configuration and Integration Services: Mobilisation Advance - 10% of total price of Group B of section IV- Form 3.	Following queries are raised by four bidders: - 1. In case, SI doesn't want to opt for Mobilization Advance, we request AEGCL to bifurcate the 10% Mobilization Advance equally into the rest other Payment Slabs 2. In case the Bidder is not availing the Mobilization advance (10%), request AEGCL to add the same amount in subsequent milestone (ie., BSDD sign-off) 3. Request the Authority: If bidder do not opt for Mobilization advance, then request Authority to share the revised payment term, where the balance 10% will be assign to any milestone before UAT sign off. 4. In case bidder does not take 10% mobilization advance then this amount should be equally amortized in payment of rest of the Group B payments.	May be finalized at the time of contract signing with the selected Tenderer.	--
107.	7. Terms of Payment (GCC -12,	Group-A: Prices for Supply of ERP Product licenses including all associated system software & other tools etc	Following queries are raised by four bidders: - 1. As mentioned in the section that ERP License Will be procured during UAT stage. However, for Development and	Please refer Addendum.	12

			<p>configuration of the solution, License is required from the start of the project itself and we thus request that the ERP license payment should be made upfront from the Day 1 of the project start date</p> <p>2. Development and configuration of the ERP as per AEGCL requirements shall need licensed ERP application. So, supply of licenses only at the time of UAT is not possible. Request AEGCL that the Bidder may be allowed to supply the licenses and raise the invoice at the beginning of BSDD Phase.</p> <p>3. All SAP software License packs including associated system software will be required during the Business Blueprint, Training, Conference Room Pilot and as such the Licenses have to be bought by AEGCL in 1st month from the date of signing of contract. AEGCL will have to execute all the order related documents in the 1st month from the date of signing of contract.</p> <p>4. The AEGCL is requested to make the payment of the licenses upfront at the time of project start.</p>		
108.	Section IX, Group C	Group - C: Payment against Annual Technical Support (ATS) Services [for ERP Product]	<p>Following queries are raised by two bidders:-</p> <p>1. We request you to amend the clause: ATS Payment for ERP Licenses shall commence from the date of License supply. Request for the amendment in the Commercial BOQ - > As per Tender Terms and Conditions, current ATS period is for 3 years and we request you to amend it to 4.6 years based on the License Purchase.</p>	Please refer Addendum.	13

			2. The AEGCL is requested to make the payment of the ATS along with the licenses upfront at the time of project start.		
109.	94 Section IX, Clause 8 Securities	GCC 13.3.1 - The Performance Security shall be denominated in INR (Indian Rupees) for an amount equal to 10 percent of the Contract Price. The validity of this Performance Security shall be at least one month beyond the stabilization of the system and until such time as supplier had submitted the fresh Performance Security (BG) for ATS and AMS Services	We request you to amend the clause as below The Performance Security shall be denominated in INR (Indian Rupees) for an amount equal to 10 percent of the Implementation Phase Price (Lic. + Imp. + Imp. Phase ATS). The validity of this Performance Security shall be at least one month beyond the stabilization of the system and until such time as supplier had submitted the fresh Performance Security (BG) for ATS and AMS Services	No Change.	--
110.	Section IX	8. Securities (GCC Clause 13)	Supplier requests that Performance Securities shall be submitted after signing of definitive contract between the parties. Under internal review	No Change.	--
111.	Section IX	D. Intellectual Property 9. Copyright (GCC Clause 15)	We suggested deletion of this clause in GCC	No Change.	--
112.	Section IX	GCC 12.1: Terms of payment	It is suggested to change the payment term as for all third-party software - On delivery of those SW.	No Change. All payments related to Group A will be on delivery.	--
113.	Section IX	Special Conditions of Contract GCC 13.3.1 Securities	It is suggested to change the value of performance security to 5% of the contract value.	No Change.	--
114.	Section IX	Special Conditions of Contract GCC 13.3.4: Securities	It is suggested to change the value of performance security to 5% of ATS & AMS cost.	No Change.	--
115.	Section IX	19. Defect Liabilities (GCC Clause 29) Penalty shall be deducted from the subsequent invoice of the supplier.	Supplier does not agree to Set off from invoice. Suggest deletion of this sentence.	No Change.	--
Section X – Contract Forms					

116.	Section X	1. Contract Agreement Article 3.-Effective Date for Determining Time for Operational Acceptance: Article 3..... Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.	Supplier suggest the following modification: “Each party shall use its commercially reasonable efforts to fulfill the above conditions for which it is responsible as soon as practicable.”	No Change.	--
Annexure I- TECHNICAL REQUIREMENTS SPECIFICATIONS					
117.	TRS-C Flexibility	Does the system support Multiple Languages e.g. English & Assamese and any other foreign languages?	Please clarify what level of language support AEGCL is expecting?	The main ERP system shall be in English only. However, few reports need to be printed in Hindi & Assamese i.e., Assembly question answers, RTI matters etc.	--
118.	D. TECHNICAL INTERFACING Point No. 20 a.	Does this system support automated data-exchange interface with other data sources like MS SQL, Foxpro DB, MySQL, Oracle, Postgres SQL, Excel, Libre Office or any flat file data source?	This query is from the Database OEM of PostgreSQL. We need more clarifications on Automated data exchange.	This query was raised by us keeping in mind future requirement of data exchange with other system.	--
Annexure II- BUSINESS REQUIREMENTS SPECIFICATIONS					
119.	Requirement ID - 6 of 5.0.0 F&A - Final.xlsx	Ability to open Memorandum Accounts for recording non-financial information	SAP supports very few memorandums accounting type like advance requests. What other memorandum accounts needs to be recorded.	Permanent Imprest, Temporary Imprest Advance, Medical Advance, TA Advance, Festival Advance etc.	--
120.	Requirement ID - 12 of 5.0.0	Flexibility to accommodate current and any proposed chart of accounts structure and organization structure	A maximum of 10 alphanumeric characters can be accommodated for GL accounts in the Chart of Accounts.	Accepted.	--

	F&A - Final.xlsx				
121.	Requirement ID - 17 of 5.0.0 F&A - Final.xlsx	Ability to have parent-child hierarchy in chart of account values. Addition /deletion of any account code should be restricted.	Need more clarification on "parent-child hierarchy" in Chart of Account values	The codification structure should be such that the account code assigned to a sub-division should be having a parent child relationship with the similar account code of the division and circle.	--
122.	Requirement ID - 24 of 5.0.0 F&A - Final.xlsx	Capability of the system to display: - online at least 10 years of history for account balances and posted transactions - account activity including opening balance, movement for the period, closing balance and year to date balance - breakdown of balances by drilling down to source document - GL account master data - ability to store balances for future years	Not clear on "ability to store balances for future years"	This pertains to carrying forward balances such as year to date balance and closing balance to the next financial year.	--
123.	Requirement ID - 79 of 5.0.0 F&A - Final.xlsx	Ability in the system to approve the trial balance	Need clarity on approval of Trial Balance by system	There should be facility to automatically generate trial balance if all the figures are matching. On the other hand, in case any issues are identified, the same should be flagged for manual intervention.	--
124.	Requirement ID - 242 of 5.0.0 F&A	The system should automatically reverse items outstanding for more than six months upon approval	Which outstanding items?	This is pertaining to any entry which has not been matched between the accounting entry and	--

	- Final.xlsx			bank transaction and only one leg is captured.	
125.	Requirement ID - 268 of 5.0.0 F&A - Final.xlsx	Ability to perform 'What if' analysis on cash flow based on user-defined assumptions	What are the assumptions. If not exhaustive, please provide some examples	i.e., a project delayed by 3 months or six months.	--
126.	Requirement ID - 409 of 5.0.0 F&A - Final.xlsx	Ability to provide "what-if" scenarios through system to validate the benefits of the model	Please elaborate on the "what-if" scenarios and how system will validate	example of what-if are - Managing repair inhouse or outsourcing to a vendor.	--
127.	Requirement ID - 439 to 445 of 5.0.0 F&A - Final.xlsx	Manage Profitability Analysis - General Functions	Product costing needs to be implemented before COPA. PC can be done for manufacturing or even a generation unit where production is routed through PP module. But for transmission it is not feasible. Please elaborate more on the functional requirement of COPA in Electricity Transmission Industry.	We are not looking at full-fledged COPA model. We are looking at geography wise or client wise analysis of profitability,	--
128.	Requirement ID - 500 of 5.0.0 F&A - Final.xlsx	Provision to rectify errors in recording fixed assets in the same period or in previous periods	Previous period is possible if periodic accounts are not frozen as the rectification in fixed asset will result in automatic posting to GL accounts.	Agreed.	--
129.	Requirement ID - 9 of 6.0.0 DMS Final.xlsx	Ability for workflow-based document review and approval system including check box facility.	What checkbox is the expectation	Checkbox is to provide option to the user. Depending on the user's choice, next step of the	--

				process should be customized.	
130.	Requirement ID - 105 of 1.0.0 Operation & Maintenance-Final.xlsx	Ability to enter testing results into system	What is the Test? Is it Calibration?	Yes	--
131.	Requirement ID - 210 of 1.0.0 Operation & Maintenance-Final.xlsx	Ability to graphically locate and display / map equipment / asset meeting a specific criteria	Need more explanation about the requirement	When the Asset master is captured, the geographical details should also be captured as a part of the same so that user can track asset through geographical location.	--
132.	Requirement ID - 233 of 1.0.0 Operation & Maintenance-Final.xlsx	Ability to track & locate the real estate / land assets pertaining to AEGCL	This is not related to Maintenance...Whether Real Estate Management is in License bucket?	Real Estate Management is not needed. However, system should have facility to display Land/building Asset details.	--
133.	Requirement ID - 355-365 of	Energy Audit	Energy Audit not related to Maintenance...Whether Internal Audit Management is in License bucket or separate License is required?	We have mentioned the Business requirement.	--

	1.0.0 Operation & Maintenance- Final.xlsx			Tenderer is requested to propose solution.	
134.	Section - 2.5.12 of Main Document	Auditing and Quality Control	The time line or phase when the audit to be conducted is not mentioned.	The audit has to be done on preparation of BSDD, before UAT and post go-live.	--
135.	Requirement ID-37 of HCM- Final.xlsx	Ability to define all prevailing schemes under corporate social responsibility and monitoring status of implementations	Needs to elaborate what is the exact requirement on Corporate Social Responsibilities.	System should have facility to capture CSR initiative details and periodic progress data related to the same.	--
136.	Requirement ID-38 of HCM- Final.xlsx	Ability to define/communicate representation of the Union	This line item is not part of SAP Human Capital Management. Needs to elaborate what/how to communicate Union in SAP? And What information we need to store in SAP in terms of Unions.	System should have the facility to capture memorandum submitted by the Union, response by AEGCL HR, (if any). This should be searchable by HR team in future.	--
137.	Requirement ID 119-123 of HCM- Final.xlsx	Preparation of HR budget	This is not related to SAP Human Capital Management module. Budget is part of SAP FI. What do we need to implement in this area which are pertaining to HR?	This facility may be part of Finance Budgeting module and budget should be bottomed up approach with input coming from HR.	--
138.	Requirement ID:	Medical Case Sheet	What type of information needs to be stored and monitor? Is it in the form of soft copies or scanned	This is a scanned document which will be	--

	315-321 (Sub Process: Medical case Sheet) of HCM- Final.xlsx		document? What monitoring needs to be done based on this information?	attached to an employee id with some keyword which shall be searchable by HR team.	
139.	Requirement ID: 422-439 of HCM- Final.xlsx	Core Process: Monitoring Legal cases	Legal is not part of SAP Human Capital Management system. From SAP HCM, we can only generate a couple of reports based on information stored manually in the system.	We are only looking for uploading scanned AEGCL legal doc, capturing the case details and monitoring the progress related to same.	--
140.	Requirement ID: 452-459 of HCM- Final.xlsx	Core Process: Grievance Redressal	Grievance Redressal (GR) is not bolt-in SAP HCM module. We can only store information about the data in this part. Need to know what is the expectation from SAP HCM for this GR process.	We are only looking for uploading scanned grievance related doc, capturing the details and monitoring the progress related to same.	--
General					
141.	General	Integration Scope	What is the integration scope with legacy systems since it is not mentioned anywhere in the RFP.	Integration to the extent of File upload from SaS is expected.	--
142.	General	Document Management and E-Office Functionality	Please specify the total no of named users who will use document management and e-office functionality	380 users.	--
143.	General	Travel & Physical presence	We request the department to please consider that, if there are any circumstances that reasonably restrict travel or physical presence of our personnel at your office / location, then without prejudice to AEGCL payment obligations, AEGCL shall allow such personnel to work from home or other remote	No change.	--

			reasonable restrictions exist. Any delay / default in performing our location till the time such obligations arising from such restrictions, shall not be attributable to Supplier/Bidder and shall not be considered a breach of contract on Supplier/Bidder part and no consequent damages / penalties etc. arising therefrom would be imposed on Supplier/Bidder under the Contract.		
144.	General	General	The department is requested to please confirm the understanding that Supplier / bidder will not be providing any certificate on analysis done, instead the bidder will assess and provide recommendations accordingly.	Tenderer is solely liable for the Scope of work as per Tender Document.	--
145.	General	General	The department is requested to please note that the supplier cannot be held responsible for providing fixes to issues/bugs in third party software/services.	Supplier shall be liable for all software supplied by them under the contract	--
146.	<p>In addition to points highlighted above, please note that our bid will be subject to following deviations</p> <ul style="list-style-type: none"> - All Goods including any hardware, software or 3rd party material required for successful completion of the project will be provided to the Purchaser on a resale basis. Supplier and Purchaser shall execute a resale agreement in the form and format provided with Supplier's proposal. - All terms and conditions corresponding to the Goods or hardware, software or 3rd party material (such as delivery, inspection, audit, performance, SLA, penalties, warranties, liabilities, solution uptime, functional guarantee etc.) in the RFP shall not apply to Supplier and shall be dealt under the relevant documentation (EULA, Licensing term) between the OEM and Purchaser. For the purpose of clarity, Supplier shall have no liability (including SLA, solution uptime, resolution time for 3rd party materials etc.) arising out of failure of any Goods or 3rd party material (including hardware/software). - Supplier liability under this RFP shall be limited to 100% of fee for Supplier's scope of work only under relevant contracts with Purchaser. - Third Party Products: With respect to procurement of licenses/hardware or any other third-party products/software from the OEMs, we propose to have a reselling model in place such that we resell such licenses to the Purchaser based on the attached terms and conditions of resale. (The detailed copy of the attachment below is elaborated in the text given after this table.) [Resale Agreement] Resale Agreement.docx - With respect to third party software or material to be procured by the Supplier the Supplier will only pass through or assign to Purchaser the rights Supplier obtains from such third parties (including warranty and 			<p>No change.</p> <p>Purchaser is agreeable to sign EULA of the ERP OEM.</p>	--

		indemnification rights), all to the extent that such rights are assignable. Supplier will not indemnify Purchaser against third party IP infringement claims for the materials not proprietary to Supplier. - In addition, Supplier will not be responsible or liable for any third-party product failure or defect or for delays or non-performance of the scope which needs to be performed by the third-party OEM Suppliers, however Supplier shall help Purchaser in raising issues with the third-party OEM's which are identified by Purchaser in the hardware supplied or software licensed by third party OEMs to Purchaser, however ultimate responsibility to resolve the issue raised by the Supplier solely remains with the OEM's directly basis the EULA and/or other agreements executed between the Supplier and Purchaser, without any contractual or penal implications on the Supplier. - Bandwidth Connectivity will be provided to Purchaser directly by the Internet Service Provider (ISP) and the terms and conditions for the same will be agreed between them. Purchaser will issue Purchase Order directly to the ISP. ISP will raise an invoice on Purchaser for which Purchaser will pay ISP. Supplier Role is limited to facilitation. The roles and responsibilities of each Party will be clearly set out in the relevant document(s). The Services provided by Supplier will be as per the terms and SLA's agreed between Purchaser and Supplier. - All the provisions related to "blacklisting/debarment" in this RFP/Tender document stands deleted.			
Outside Bid document questions					
147.	ITB-21.1	The Bidder shall furnish a bid security in the amount of INR 15 Lakh only	BSNL is an Indian state-owned telecommunications company incorporated by Department of Telecommunications, Ministry of Communications, Government of India. Being a Govt. of India enterprise we request for exemption of the bid security amount for the RFP.	The query is not relevant to this Tender.	--
148.	2.3.1 Contractual Experience	Successful completion as main supplier within the last 3years, of at least 1 contract each valued at INR 30,000,000/-/ USD 422,000/- with nature, and complexity similar to the scope of requirements described in Section 6 (Schedule of Requirements)	Request modification of the requirement as "Successful completion as main supplier within the last 6 years, of at least 1 contract each valued at INR 30,000,000/-/ USD 422,000/- for providing Hosting services for SAP HANA on DC and DR Site or with nature, and complexity similar to the scope of requirements described in Section 6 (Schedule of Requirements)"	The query is not relevant to this Tender.	--
149.	2.3.4 Other Mandatory	The bidder should be empaneled with Ministry of Electronics and Information Technology (Meity), Govt. of India (GoI), offering Government Community Cloud and STQC audited Cloud Service Provider (CSP), valid as on last date of bid submission	As JV is allowed under this bid, kindly confirm if one of the JV partners is Meity empaneled and STQC audited CSP the same would be sufficient to participate in the bid.	The query is not relevant to this Tender.	--

	Qualification Criteria				
150.	2.3.4 Other Mandatory Qualification Criteria	The Bidder must have at least 50 (fifty) qualified professionals in networking, system, systems integration, and prior experience in providing the Data Centre Infrastructure maintenance services (B.E/B.Tech. / M.C.A) in ICT domains i.e., Cyber security, networking, system software, storage, cloud solution etc.	Kindly confirm in case of a JV, either one of the partners submitting the evidence for qualified resource would be sufficient as the bid qualification requirement.	The query is not relevant to this Tender.	--
151.	2.3.4 Other Mandatory Qualification Criteria	The Bidder must have at least 2 (two) on-roll ITIL certified professional	Kindly confirm in case of a JV, either one of the partners submitting the evidence for ITIL certified professionals' resource would be sufficient as the bid qualification requirement.	The query is not relevant to this Tender.	--
152.	2.3.4 Other Mandatory Qualification Criteria	The Bidder must have at least 1 (one) OEM certified professionals (OEM certification for virtualization Implementation/ Cloud implementation)	Kindly confirm in case of a JV, either one of the partners submitting the evidence for OEM certified resources would be sufficient as the bid qualification requirement.	The query is not relevant to this Tender.	--
153.	2.4.1 Historical Financial Performance	Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 3 years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	BSNL is a Government of India organization with diversified business portfolio across telecom, cloud services etc. MeitY has empaneled BSNL Cloud services across Public Cloud, Virtual Private Cloud and Government Community Cloud. BSNL has been serving multiple National endeavors and Govt. Departments offering its cloud services without any challenges. Hence we request relaxation of the clause for possessing positive net worth as an eligibility criterion for Govt. of India organizations such as BSNL.	The query is not relevant to this Tender.	--

154.	Form EXP-1: Contractual Experience	Total Contract Amount: \$	Kindly confirm if the Total Contract amount needs to be mentioned in \$ or the bidder may mention the same in INR	The query is not relevant to this Tender.	--
155.	1.2.7 Disaster Management	Supplier should provide and own solution to perform DR drill for full and selected applications every six months without any data loss at DC or DR.	The data loss would be as per the RPO terms considered in the RFP and architecture, kindly confirm.	The query is not relevant to this Tender.	--
156.	1.2.11 SSL Certificates	5 SSL certificates for DC 5 SSL certificates for DR	Kindly confirm the number of domains and sub-domains for SSL certificates	The query is not relevant to this Tender.	--
157.	1.2.12.1.a Failover/Failback	Below are the RTO and RPO timelines RTO – 30mins RPO – 1 hour	Kindly confirm the RPO and RTO requirements	The query is not relevant to this Tender.	--
158.	VM Requirements	7. The underlying processors should not have been discontinued by the processor OEM at the time of bidding. The processor family should be Intel Xeon Platinum series or higher.	Request modification of the clause as follows: "7. The underlying processors should not have been discontinued by the processor OEM at the time of bidding."	The query is not relevant to this Tender.	--