

नॉर्थईस्टर्नइलेक्ट्रिकपावरकॉर्पोरेशनलि.

(भारतसरकारकाउधम)

**NORTH EASTERN ELECTRIC POWER CORPORATION LTD
(A GOVT. OF INDIA ENTERPRISE)**

CIN U40101ML1976GOI001658



3rd

**PRE-BID CLARIFICATIONS
DTD 30.05.2018**

IMPLEMENTATION OF ERP IN NEEPCO

NIB NO 259 DATED 24.11.2017

OFFICE OF THE ED(C&P)
NEEPCO, BROOKLAND COMPOUND,
LOWER NEW COLONY
SHILLONG – 793003
MEGHALAYA, INDIA
Phone-0364-2225547
E-mail: contract@neepco.co.in

Implementation of ERP in NEEPCO

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|--|---|-----------------------------|
| 1 | Cl. No. 4.1 Eligibility Criteria for Bidder (Individual firm/Company)A. Technical capabilities - Point 4 - Project Implementation Experience | <p>The Bidder should have completed at least 3 (three) implementations of the offered ERP product in India, in the last 15 (fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India</p> <p>AND</p> <p>Out of the balance 2(two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product in any sector of Bidder's choosing, completed in India, in the last 5 (five) years from the date of the Tender</p> <p>AND</p> <p>Balance 1(one) implementation should have a minimum of 100 transactional licenses in any sector of Bidder's choosing</p> <p>AND</p> <p>Bidder must have experience of implementing at least 4 (four) functions out of the following functional areas</p> | <p>Request the clause to be modified as below:</p> <p>The Bidder should have completed at least 3 (three) implementations of the offered ERP product in India, in the last 15(fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India</p> <p>AND</p> <p>Out of the balance 2(two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product in any sector of Bidder's choosing, completed in India, in the last 5 (five) 10 (ten) years from the date of the Tender</p> <p>AND</p> <p>Balance 1(one) implementation should have a minimum of 100 transactional licenses in any sector of Bidder's choosing</p> <p>AND</p> <p>Bidder must have experience of implementing at least 4 (four) functions out of the following functional areas with the offered ERP product in each offered ERP implementation-</p> | Refer Corrigendum No. 7 & 8 |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|---|---|--|
| | | <p>with the offered ERP product in each offered ERP implementation-</p> <ul style="list-style-type: none"> • Inventory & Procurement • Asset Maintenance Management • Human Resource Management & Payroll • Finance and Accounting • Business Intelligence Reporting • Plant Operations • Project Management | <ul style="list-style-type: none"> • Inventory & Procurement • Asset Maintenance Management • Human Resource Management & Payroll • Finance and Accounting • Business Intelligence Reporting • Plant Operations • Project Management <p>MODIFICATION REQUESTED NOT ADDRESSED</p> <p>The cl is restricting the participation of Global SIs in the project There are two restricting terms a) Implementation of offered ERP products in India b) Implementation experience limiting to energy/power utility sector in India we would like to stress upon one thing here the module referred in the RfP have nothing specific to Power Utilities. They are vanilla ERP modules and its implementation is similar in any other industry. We request for removal of these two restriction</p> | |
| 2 | Experience in supplying hardware for successfully completed ERP project in India | Bidder should have experience in supplying hardware for at least 1(one) successfully ongoing/ completed ERP project during last 5 years as on date of submission of the bid | <p>We request the clause to be modified as below: Bidder should have experience in supplying hardware for at least 1(one) successfully ongoing/ completed ERP project during last 5 10 years as on date of submission of the bid.</p> <p>MODIFICATION REQUESTED NOT ADDRESSED</p> | Hardware supply for an ERP implementation (ongoing/ completed) during last 5 years as on date of the submission of the bid irrespective of |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|---|---|----------------------------|
| | | | We have deployed hardware across the country in multiple contracts in other industries like banking and insurance and PSUs for their specific ERP such as for banks .it is core banking application. Kindly clarifiy that supply of hardware in the core banking scenario would qualify here | sector would be acceptable |
| 3 | 3.9.2 Experience in completed ERP engagements in Indian Power Sector | Bidder submits at least 3(three) ERP implementations in Power Utilities Sector in India with at least 2 (two) ERP implementations in power generation sector in India and one with minimum 300transactional licenses and rest with minimum 100 licenses | We request the clause to be modified as below: Bidder submits at least 3(three) 2 (two) ERP implementations in Power Utilities Sector in India Globally with at least 2 (two) 1 (One) ERP implementations in power generation sector in India and one with minimum 300transactional licenses and rest with minimum 100 licenses Modification requested not addressed We are the global company having implementation across various global customers. We require you for changing then cl. as under Bidder submit at least 2(two) ERP implementations in Power Utilities Sector globally with at least 1(one) ERP implementation in power generation sector and one with minimum 300 transactional licenses and rest with minimum 100 licenses | Refer to Corrigendum No. 7 |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|-------------------------------------|--|--|---|
| 4 | Section V- consortium agreement | Consortium Agreement | <p>The RFP allows for consortium partner to deliver certain components in the bid. The consortium members are jointly and severally liable to perform contract obligations and responsible for the overall execution of the Project. Hence they are cosignatory to the contract and will allowed to supply, invoice and collect payments from NEEPCO for their component. However, the Lead bidder would be solely and wholly responsible for execution of the Project. Please confirm.</p> <p>Request not Addressed.. Kindly confirm if our understanding is correct. The RFP allows for consortium partner to deliver certain components in the bid The consortium members are jointly and severally liable to [perform contract obligation and responsible for the overall expectations of the project. Hence they are cosignatory to the contract and will allowed to supply invoice and collect payments from NEEPCO for their components. However, the lead bidder would be solely and wholly responsible for execution of the project</p> | Refer NIB- 4.2 Eligibility Criteria for Bidder (Participation through Consortium) |
| 5 | Section III 19 (Suspension of work) | The Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the work. Order for suspension or reinstatement of the works will be issued by the Engineer-in-charge to the Contractor in writing. The time for completion of the | <p>Bidder would like to have clarity whether this suspension is for the convenience of customer or for the default of bidder?</p> <p>If such suspension is at the convenience of customer then, Bidder shall be paid for the period of suspension and shall be given enough time to cope up with ramp down and ramp up requirements. Such suspension/ s shall not be invoked by customer frequently.</p> | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|--|---|------------------------|
| | | works will be extended for a period equal to the duration of the suspension. | <p>If the above referred suspension is for the breach of Bidder then, it should be material breach of Bidder and shall be invoked only when, bidder fails to cure such material breach during 30 days cure period. Bidder shall be given reasonably sufficient time to cope up with ramp up and ramp down to continue with providing of services post withdrawal of suspension by customer.</p> <p>Request not Addressed The suspension of work has cost attached to it. Like the resource cost ramp down cost and rebuild /ramp up cost We would like to under stand that this suspension duration would be paid by NEEPCO in order to retain the workforce for the duration</p> | |
| 6 | Section V-Form J- parent company guarantee | Parent company guarantee from holding entity of Bidder. | <p>Bidder request removal of this condition. Bidder is not dependent on its Parent or subsidiary entity for the performance of agreed services. However, the following language may be included:</p> <p>All the projects cited should be in the name of either the Bidder or its Associates. For the purpose of this clause, "Associates", with respect to the Bidder, means 'an entity who controls, is controlled by, or is under the common control with the Bidder'. As used in this definition, the expression 'control' means, with respect to a person</p> | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---------|--------|--|--------------|
| | | | <p>which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.</p> <p>If the Bidder is citing projects of its Associates, then the Bidder needs to submit following Certificate from the Company Secretary of the Bidder:</p> <p>(a) Explaining and certifying that the entity, whose citation is used by the Bidder, falls within the definition of Associate as defined above;</p> <p>(b) Substantially mentioning the following (i) Certifying that the said Associate has successfully executed the cited project; (ii) Authorizing the Bidder to use the citation for the Proposal under the RFP; and (iii) the Associate will assist the Bidder/share knowledge etc. with the Bidder as appropriate, with respect to the work related to the citation for accomplishment of the Project.</p> <p>Query not addressed</p> <p>We are self-sufficient organization in terms of implementation of the ERP as requirements been laid out in the RFP</p> | |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|--|---|------------------------|
| | | | <p>Due to only some stringent terms on CITATION/REFERENCES we have to bring in the references from outside the country</p> <p>There can be two ways to solve the issue</p> <p>Removal of the parent company agreement while the system integrator can provide undertaking that in case required the expertise of the resources who have delivered in the project can be sought.</p> <p>OR</p> <p>Stringent Citation terms such as specific to Power Utility experience be modified to experience in PSU's</p> <p>Kindly modify the requirement as doing so would increase the participation in the RFP response and also help the Sis bring in the global experience to the project</p> | |
| 7 | Section V-Form K- Deed of joint undertaking | Customer is seeking joint undertaking from parent entity along with subsidiary of bidder | <p>Bidder is neither jointly delivering services along with its parent entity nor dependent on its parent for delivering agreed services. Hence, request for removal of this condition. However, the following language may be included:</p> <p>All the projects cited should be in the name of either the Bidder or its Associates. For the purpose of this clause, "Associates", with respect to the Bidder, means 'an entity</p> | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---------|--------|---|--------------|
| | | | <p>who controls, is controlled by, or is under the common control with the Bidder'. As used in this definition, the expression 'control' means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.</p> <p>If the Bidder is citing projects of its Associates, then the Bidder needs to submit following Certificate from the Company Secretary of the Bidder:</p> <p>(a) Explaining and certifying that the entity, whose citation is used by the Bidder, falls within the definition of Associate as defined above;</p> <p>(b) Substantially mentioning the following (i) Certifying that the said Associate has successfully executed the cited project; (ii) Authorizing the Bidder to use the citation for the Proposal under the RFP; and (iii) the Associate will assist the Bidder/share knowledge etc. with the Bidder as appropriate, with respect to the work related to the citation for accomplishment of the Project.</p> <p>Clause not changed</p> | |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--------------------------|---|---|------------------------|
| | | | <p>We are self-sufficient organization in terms of implementation of the ERP as requirements been laid out in the RFP</p> <p>Due to only some stringent terms on CITATION/REFERENCES we have to bring in the references from outside the country</p> <p>There can be two ways to solve the issue</p> <p>Removal of the parent company agreement while the system integrator can provide undertaking that in case required the expertise of the resources who have delivered in the project can be sought.</p> <p>OR</p> <p>Stringent Citation terms such as specific to Power Utility experience be modified to experience in PSU's</p> <p>Kindly modify the requirement as doing so would increase the participation in the RFP response and also help the Sis bring in the global experience to the project</p> | |
| 8 | Section VI- Data sheet 6 | Bidder should provide information on current litigation and /or arbitration | Bidder cannot provide litigation/arbitration history due to confidentiality but, it can confirm that, there is no such litigation /arbitratin pending which can materially affect | Bid condition prevails |

3rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO **NIB No. 259 dtd. 24.11.2017**

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|-----------------------------|-------------------------|---|-------------------------------|
| | (Litigation history) | | bidders obligations under the contract – please confirm that, this assurance will suffice. | |
| 9 | Section II payment terms | Payment Term for bidder | <p>Request the following changes in the payment terms:</p> <ol style="list-style-type: none"> 1. Kick Off Meeting - 10% of Upfront Contract Value against BG. The BG will be released after completion of phase-III. 2. Phase I: Project Preparation /Inception - 15% of Upfront Contract Value 3. Phase II: Business Blueprint - 25% of Upfront Contract Value 4. Phase III: Realization - 20% of Upfront Contract Value 5. Phase IV: Final Preparation / Transition - 10% of Upfront Contract Value 6. Phase V: Successful Pilot phase Go Live - 10% of Upfront Contract Value 7. Phase VI: Successful last site Go Live - 5% of Upfront Contract Value 8. Phase VII: Post Go Live Stabilization Period - 5% of Upfront Contract Value 9. Annual Technical Support- Yearly in advance 10. Annual Functional Support (AFS) - Yearly in advance 11. Annual Maintenance Support (AMC) - Yearly in advance post warranty period of 3 years | Refer corrigendum no. 7 and 8 |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--------------------------------|--|---|------------------------|
| | | | <p>Upfront Contract value includes NPV value for deploying resources for running DC and DR. We understand that NPV value will be used only for evaluation purpose and actual payment would be made as per values quoted in Schedule 5.</p> <p>Changes made to the term</p> <p>The payment term are all back loaded payment terms which are quite detrimental on the run of the project.</p> <p>The cash flow is going negative throughout the project cycle and is not a healthy for the system integrator</p> <p>Moreover the payment of the ATS and AMC which have to be paid to the OEM in advance are also causing the negative cash flow . These points would unnecessarily be adding t the total cost to NEEPCO. We request for once again look into the project payment terms</p> | |
| 10 | Section III- 13. Risk purchase | In case the Bidder withdraws the offer submitted by him/ her after it is accepted by the Owner and fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time repudiated the contract wholly or in part, the Owner shall be at liberty to cancel the Purchase Order and to recover from the Bidder the extra cost and the other loss incidentals | <p>Bidder’s liability limited to incremental cost capped at 10% of the cost of the undelivered products/services.</p> <p>Query not addressed</p> <p>While SI would put in all efforts to complete the work in totality as per the requirement mentioned in the RFP. Suppose in case of a particular portion of the project is</p> | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|---|---|-------------------------|
| | | to the breach of Contract on the part of the Bidder apart from other legal recourses. Prior to invoking Risk Purchase clause, notice period of thirty (30) days and cure period of ninety (90) days will be offered to the Bidder. | under delivered even after the notice and the cure period the purchaser has right to recover the cost from the bidder while the recovery would be limited to incremental cost capped at 10% of the cost of the undelivered products/services | |
| 11 | Section-III, General Conditions of the Contract-Cl. No. 31. Penalties Page No.18 | <p>If the Bidder is not able to provide the license within 4 weeks of requisition by the Owner, the payment to the Bidder will be liable for deduction @0.5% of the total contract price for delay of each week or part thereof. ·</p> <p>If the Bidder is not able to maintain the minimum required & agreed man-power throughout he project the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource per day with a ceiling of 7.5% of the total contract price. · Adherence to Milestone timelines-deduction @1% of the milestone payment for delay of each week or part thereof as per payment linked with milestones · If the “ERP Solution” (or sub-system(s) or Hardware(s)) fails after the successful last site Go-live, Purchaser shall levy penalty equivalent to 5% (Five percent) of the total contract value which will be deducted from CPG.</p> | <p>Point 1 and 3 in penalties are part of deliverables under implementation phase before golive and hence should be part of LD Clause No. 30 Page 17. Request for the change accordingly.</p> <p>2) Request for capping of Penalties under Point 2 and 4 should be capped to 5% of the applicable services fee for that Month.</p> <p>3) Overall LD and Penalties to be capped at 5% of Total contract value.</p> <p>NOT ADDRESSED</p> <p>1)Point No. 1 & 3 in penalties are of deliverables under implementation phase before golive and hence should be part of LD clause. No. 30 page 70 requires for the change accordingly</p> <p>2) Request for capping of penalty under point 2 &4 should be capped at 5% of the applicable services fee for the month</p> | Refer corrigendum No. 7 |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|--|--|------------------------|
| | | | 3) Overall LD & penalty s to be kept at 5% of total contract value | |
| 12 | Section-III, General Conditions of the Contract-CI, No 32. Contractor Default Pg No.18 | If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-charge in connection with the works, or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. · Should the Contractor fail to comply with the notice within 10(ten) days from the date of service thereof, then and in such a case, the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or, if the Owner shall think fit it shall be lawful for him, without prejudice to any other right he may have under the Contract, to take the works wholly or in part out of the Contractor’s hand and enter into a separate Contract with any other person or persons to complete the works or any part thereof. · In such event, the Owner shall have free use of all the Contractor’s equipment that may have been at that time at the site in connection with the works, | <p>Please clarify the following:</p> <ol style="list-style-type: none"> 1. Reprocurement from third party only in the event of termination of the contract due to bidders breach; and Bidders liability limited to incremental cost capped at 10% of the cost of the undelivered products/services. 2. As per clause 13 of General Condition of Contract under Section III- Prior to invoking Risk Purchase clause, notice period of thirty (30) days and cure period of ninety (90) days will be offered to the Bidder. <p>NOT ADDRESSED</p> <ol style="list-style-type: none"> 1 Reprocurement from third party only in the event of termination of the contract due to bidders breach; and 2) 2) SIs liability limited to incremental cost capped at 10% of the cost of the undelivered products/services. 3) As per clause 13 of General Condition of Contract under Section III- Prior to invoking Risk Purchase clause, notice | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---------|--|--|--------------|
| | | <p>without being responsible to the Contractor for wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due under the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of cost of executing the said part of the works or of completing the works, as the case may be. If the cost of completing the works or executing part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess amount. Such payment of excess amount shall be independent of the Liquidated Damages for delay that the Contractor shall have to pay if the completion of works is delayed. · In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay penalty for delay. · The termination of the Contract under this Clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Performance Guarantee shall be valid for the full value and for the full period as originally stipulated in the Contract.</p> | <p>period of thirty (30) days and cure period of ninety (90) days will be offered to the Bidder.</p> | |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|-------------------------|--|---|--|
| 1 | Eligibility criteria | <p>Bidder must have CMM/CMMI Level 3 or above certification as on date of submission of bid</p> <p>The Bidder should have completed at least 3 (three) implementations of the offered ERP product in India, in the last 15 (fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India</p> <p>AND</p> <p>Out of the balance 2(two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product in any sector of Bidder's choosing, completed in India, in the last 5 (five) years from the date of the Tender</p> <p>AND</p> <p>Balance 1(one) implementation should have a minimum of 100 transactional licenses in any sector of Bidder's choosing</p> | <p>A. Technical capabilities</p> <p>CMM/ CMMI Level 3 or higher certification - Bidder must have CMM/CMMI Level 5 or above certification as on date of submission of bid</p> <p>Project Implementation Experience - The Bidder should have completed at least 3 (three) implementations of the offered ERP product in India, in the last 10(ten) years prior to date of the Tender AND Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India or globally AND Out of the balance 2(two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product in any sector of Bidder's choosing, completed in India or globally, in the last 5 (five) years from the date of the Tender AND Balance 1(one) implementation should have a minimum of 100 transactional licenses in any sector of Bidder's choosing</p> | <p>Refer prebid clarification dtd. 28.03.2018 and corrigendum No 7</p> |
| 2 | Form J - Parent company | Whole Section | <p>Please note the same cannot be provided. Further, NEEPCO is procuring the Performance Bank Guarantee</p> | <p>Bid condition prevails</p> |

3rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO **NIB No. 259 dtd. 24.11.2017**

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|---------------|--|--|
| | agreement (on parent guarantee): | | from us, which is liable to be forfeited in case of any default. | |
| 3 | Section III (General Conditions of the Contract) Clause 65 (Limitation of Liability) | Whole Section | We proposes the following clause to be included in the Contract/RFP: Our entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by NEEPCO up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. We will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to us, its affiliates, contractors, sub processors, and suppliers. b. The following amounts are not subject to the above cap: i) third party payments referred to in the paragraph below; and ii) damages that cannot be limited under applicable law. | Bid condition and subsequent corrigendum prevail |
| 4 | Section III (General Conditions of the Contract) Clause | Whole Section | Please note that as time is the essence of the Contract, NEEPCO's sole and exclusive remedy against such non-adherence to the timelines shall be limited to any | Bid condition prevails |

3rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO **NIB No. 259 dtd. 24.11.2017**

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|---------------|--|------------------------|
| | 22 (Time frame for the contract) | | mutually agreeable penalties, which are due to an act that is solely and directly attributable to the Contractor. | |
| 5 | 7) Section III (General Conditions of the Contract) Clause 9 (Arbitration) | Whole Section | Please note that any dispute that arises out of the Contract shall be settled by mutually appointed arbitrators and neither party shall solely choose such arbitrator. Disputes shall be finally settled in accordance with The Arbitration and Conciliation Act, 1996 then in effect, in English, with seat in Bangalore, India. There shall be one arbitrator if the amount in dispute is less than or equal to Indian Rupee five crores and three arbitrators if the amount is more. When an arbitrator is replaced, proceedings shall continue from the stage they were at when the vacancy occurred. Such award shall be final and binding on both the parties. | Bid condition prevails |
| 6 | Section III (General Conditions of the Contract) Clause 13 (Risk Purchase) | Whole Section | Please note that we requests the clause to be read as, "In the event of a mutual termination of the contract, on account of material breach not cured within a reasonable amount of time, NEEPCO has the right to avail the services from alternate source, subject to: 1) Termination being as per the termination clause mutually agreed between the parties. 2) We shall be liable to pay only the difference or the incremental clause upto 5% of the total contract value. | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|---------------|--|------------------------|
| | | | <p>3) Our liability shall be limited to the direct damages and shall be subject to the liability cap.</p> <p>4) The new contractor/bidder shall be selected through the competitive bidding process."</p> <p>Further, BEML shall not invoke any PBG or EMD.</p> | |
| 7 | Section III (General Conditions of the Contract) Clause 17, 18, 19 and 20 (Termination, Suspension and Frustration of the Contract) | Whole Section | <p>Either party may terminate the contract, with thirty days prior written notice, if the other party has committed a material breach of the contract and if such breach has not been cured during the notice period of 90 days. NEEPCO shall pay the Contractor for all products and services provided up to the effective date of termination. However, there shall be no termination for convenience.</p> | Bid condition prevails |
| 8 | Section II (Instruction to the bidders) Clause 3.11 (Award Criteria) and 3.12 (Signing of the Contract) | Whole Section | <p>Please note that upon sharing the Letter of Intent with the bidder, the parties would then mutually agree on the contract formation and details.</p> | Bid condition prevails |

3rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO **NIB No. 259 dtd. 24.11.2017**

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|--|--|-----------------------------|
| 9 | Section III (General Conditions of the Contract) Clause 30 and 31 (Liquidated Damages and Penalties) | Whole Section | We requests the clause to be read as, " "If for reasons solely and directly attributable to the Contractor, if the Contractor exceeds any agreed delivery date (s) or period(s), NEEPCO shall levy Liquidated Damages for such delay, as mutually agreeable, but subject to a overall maximum cap of 5% of the value of the Total Contract Value for any liquidated damages or penalties levied. This shall be the sole and exclusive remedy available to NEEPCO against such delay or deficiency under the Contract." | Refer corrigendum No. 7 |
| 1 | 4.1 Eligibility Criteria for Bidder (Individual firm/Company) & Section-II – Cl 3.9.2, 3.9.3 & 3.9.5 | Whole Section | We Propose to amend the clause as per suggestion mentioned in subsequent "PQ" and "Experience" sheets | Refer corrigendum No. 7 & 8 |
| 2 | 3.10 REVERSE AUCTION: | Whole Section | We Propose to delete this clause from the evaluation process. Request you to kindly evaluate the bid on the L1 basis only | Refer corrigendum no. 5 |
| 3 | 3.Section-III. General | After issue of the Detailed Work Order and on receipt of its unconditional acceptance, the Owner shall prepare | We Propose to modify this clause as: | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|--|--|------------------------|
| | Conditions of the Contract Page 7 | the Agreement on stamped paper and the Contractor will be informed for signing of the Agreement on a notified date. | After issue of the Detailed Work Order and on receipt of its acceptance on mutual term and conditions, the Owner shall prepare the Agreement on stamped paper and the Contractor will be informed for signing of the Agreement on a notified date. | |
| 4 | 3.Section-III. General Conditions of the Contract Page 8 | The Contractor shall indemnify the Purchaser from and against any claim or demand or action brought against the Purchaser for infringement or alleged infringement of patent rights in respect of any equipment, work, method, process, system, composition or thing whatsoever used or supplied by the Contractor under this Contract and against all losses and expenses arising from or incurred by reasons of such claim, demand or litigation. The Purchaser shall notify the Contractor, if any claim, demand or litigation is made and the Contractor shall, at his own expenses, settle such claim, demand or litigation that may arise there from provided that no such equipment, work, method, process, system, composition or things shall be used by the Purchaser for any purpose and in any manner other than those specified under the Contract. | We Propose to amend this clause as below: The Contractor shall indemnify the Purchaser from and against any claim or demand or action brought against the Purchaser for infringement or alleged infringement of patent rights in respect of any equipment, work, method, process, system, composition or thing whatsoever used or supplied by the Contractor under this Contract and against all losses and expenses, capped to the cost of the delivered work or services, arising from or incurred by reasons of such claim, demand or litigation. The Purchaser shall notify the Contractor, if any claim, demand or litigation is made and the Contractor shall, at his own expenses, settle such claim, demand or litigation that may arise there from provided that no such equipment, work, method, process, system, composition or things shall be used by the Purchaser for any purpose and in any manner other than those specified under the Contract. | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|--|---|------------------------|
| 5 | 3.Section-III. General Conditions of the Contract Page 11 | The Contract shall be considered as having come into force from the date of issue of the Letter of Intent of the Contract by the Owner. | We Propose to amend this clause as below: The Contract shall be considered as having come into force from the date of contract signing by the Owner and contractor. | Bid condition prevails |
| 6 | 3.Section-III. General Conditions of the Contract Page 11 | Except as otherwise specifically provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the Engineer-in-charge subject to a written appeal by the Contractor to the Engineer-in-charge. | We Propose to amend this clause as below: Except as otherwise specifically provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the steering committee constituting Engineer-in-charge and Contract management subject to a written appeal by the Contractor to the owner | Bid condition prevails |
| 7 | 3.Section-III. General Conditions of the Contract Page 12 | 15. Force Majeure Loss to any party due to occurrence of Force Majeure risk shall be borne by the respective Party. However, in the event of any damage caused to the Works by Force Majeure Risks, the Contractor upon receiving instructions from the Engineer-in-Charge, shall remove the debris and re-construct the Works, cost of which shall be paid by the Owner at the contract rates. If however, the Force Majeure events causing such damage are insurable, removal of debris and re- | We Proposed to amend this clause as below: 15. Force Majeure Loss to any contractor personnel due to occurrence of Force Majeure risk shall be borne by the Owner. However, in the event of any damage caused to the Works by Force Majeure Risks, the Contractor upon receiving instructions from the Engineer-in-Charge, shall re-work all the systems provided under the contract till that date at the agreed prices. If however, the Force Majeure events causing such damage are insurable, re- | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|---|--|------------------------|
| | | construction/ repair shall also be done by the Contractor upon receiving instructions from the Engineer-in-Charge at Owner’s cost and the claim proceeds received from the Insurer against such damage shall be passed on to the Owner. | work shall also be done by the Contractor upon receiving instructions from the Engineer-in-Charge at Owner’s cost and the claim proceeds received from the Insurer against such damage shall be passed on to the Owner. | |
| 8 | 3.Section-III. General Conditions of the Contract Page 13 | The Contractor shall confirm his acceptance within 3(three) calendar days after the date of issue of the Letter of Intent and submit the Contract Performance Bank Guarantee within 30(thirty) days of issue of the Letter of Intent for issue of Detailed Order and signing of the Contract Agreement. | We Propose to amend this clause as below: The Contractor shall confirm his acceptance within 2 (two) calendar weeks after the date of issue of the Letter of Intent and submit the Contract Performance Bank Guarantee within 30(thirty) days of issue of the Letter of Intent for issue of Detailed Order and signing of the Contract Agreement. | Bid condition prevails |
| 9 | 3.Section-III. General Conditions of the Contract Page 13 | The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under the Clause entitled “Contractor’s Default”. The Owner, shall, in such an event, give 15(fifteen) days’ notice in writing to the Contractor of his decision to do so. | We Propose to amend this clause as below: The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under the Clause entitled “Contractor’s Default”. The Owner, shall, in such an event, give 90(Ninety) days’ notice in writing to the Contractor of his decision to do so. | Bid condition prevails |
| 10 | 3.Section-III. General Conditions of the | In the event of such termination, the Contractor shall be paid compensation, equitable and reasonable dictated | We Propose to amend this clause as below: In the event of such termination, the Contractor shall be paid compensation, equitable and reasonable amount | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|----------------|---|---|---|-------------------------|
| | Contract Page 13 | by the circumstances prevalent at the time of termination, as decided by the Purchaser. | against the delivered work & services as on date of termination of contract. | |
| 11 | 3.Section-III. General Conditions of the Contract Page 13 | The Purchaser shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor | We Propose to amend this clause as below: The Purchaser shall pay full compensation responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor | Bid condition prevails |
| 12 | 3.Section-III. General Conditions of the Contract Page 13 | The Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the work. Order for suspension or reinstatement of the works will be issued by the Engineer-in-charge to the Contractor in writing. The time for completion of the works will be extended for a period equal to the duration of the suspension. | We Propose to amend this clause as below: The Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the work after giving a written notice of 180 days. Order for suspension or reinstatement of the works will be issued by the Engineer-in-charge to the Contractor in writing. The time for completion of the works will be extended for a period equal to the duration of the suspension. Charges for the delay due to suspension from purchaser due to any reason except involving default of contractor shall be paid to the contractor as per mutually agreed rates | Bid condition prevails |
| 13 | 3.Section-III. General | 23. Payment terms | We Propose to add following point to this clause as below: | Refer corrigendum no. 5 |

| 3 rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO | | | NIB No. 259 dtd. 24.11.2017 | |
|---|--|--|--|-------------------------|
| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
| | Conditions of the Contract Page 14 | | Payment shall be made to the contractor within 30 calendar days after raising invoices against the delivered work | |
| 14 | 3.Section-III. General Conditions of the Contract Page 16 | The Contractor shall have the sole liability/responsibility for settlement of claim with the under-writers towards loss/damage, if any, and, therefore, replacement/rectification of the loss/damage shall be made good immediately and without waiting for settlement of claim and without any extra cost to the Purchaser. | We Propose to delete this clause | Bid condition prevails |
| 15 | 3.Section-III. General Conditions of the Contract Page 16 | The Contractor shall indemnify and keep indemnified and save harmless the Owner against all claims for damage to property arising under or by reason of this contract if such claim result from the fault and / or negligence or act or omission of the Contractor, his sub-Contractors and their employees, agents and representatives. | We Propose to amend this clause as below: The Contractor shall indemnify and keep indemnified and save harmless the Owner against all claims for damage to property arising under or by reason of this contract if such claim result from the fault and / or negligence or act or omission of the Contractor, his sub-Contractors and their employees, agents and representatives upto the fees payable for 12 month services | Refer corrigendum no. 5 |
| 16 | 3.Section-III. General Conditions of the Contract | If the Bidder is not able to maintain the minimum required & agreed man-power throughout he project the Bidder shall be liable for deduction at the rate of INR | We Propose to delete this clause | Refer corrigendum No. 7 |

| 3 rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO | | | NIB No. 259 dtd. 24.11.2017 | |
|---|---|--|---|-------------------------|
| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
| | Page 18 | 1,00,000 (One Lac) per manpower resource per day with a ceiling of 7.5% of the total contract price. | | |
| 17 | 3.Section-III. General Conditions of the Contract Page 24 | 59. Contractor responsibility towards employee· The Contractor shall have to be registered establishment under EPF & MP Act '52 and the scheme thereunder and shall specify its independent code number at the time of submission of bid. In the event the Contractor is liable under the said Act but is not a registered establishment the said Contractor shall immediately try to obtain code number, sub code number from the Regional Provident Fund Commissioner as per procedure prescribed by law. The Corporation shall recover 20% of the bill value against each running bill and final bill or any amount as may be prescribed from time to time if the Contractor fails to comply with the provisions of the said Act. | We Propose to delete this clause | Bid condition prevails |
| 18 | Section-II, Instructions to Bidders Page No.59-64 | Cl. No. 6.16 Payment terms for Bidder | Request the following changes in the payment terms: 1. Kick Off Meeting - 10% of Upfront Contract Value against BG. The BG will be released after completion of phase-III. 2. Phase I: Project Preparation /Inception - 15% of Upfront Contract Value | Refer corrigendum No. 7 |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---------|--------|--|--------------|
| | | | <p>3. Phase II: Business Blueprint - 25% of Upfront Contract Value</p> <p>4. Phase III: Realization - 20% of Upfront Contract Value</p> <p>5. Phase IV: Final Preparation / Transition - 10% of Upfront Contract Value</p> <p>6. Phase V: Successful Pilot Phase Go Live - 10% of Upfront Contract Value</p> <p>7. Phase VI: Successful last site Go Live - 5% of Upfront Contract Value</p> <p>8. Phase VII: Post Go Live Stabilization Period - 5% of Upfront Contract Value</p> <p>9. Annual Technical Support- Yearly in advance</p> <p>10. Annual Functional Support (AFS) - Yearly in advance</p> <p>11. Annual Maintenance Support (AMC) - Yearly in advance post warranty period of 3 years</p> <p>12. Hardware Supply - 70% on delivery receipt and 30% on Installation of Hardware</p> <p>Upfront Contract value includes NPV value for deploying resources for running DC and DR. We understand that NPV value will be used only for evaluation purpose and</p> | |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|--|---|-----------------------------|
| | | | actual payment would be made as per values quoted in Schedule 5. | |
| 19 | 3.Section-III. General Conditions of the Contract Page 18 | <ul style="list-style-type: none"> · If the Bidder is not able to provide the license within 4 weeks of requisition by the Owner, the payment to the Bidder will be liable for deduction @0.5% of the total contract price for delay of each week or part thereof. · If the Bidder is not able to maintain the minimum required & agreed man-power throughout he project the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource per day with a ceiling of 7.5% of the total contract price. · Adherence to Milestone timelines-deduction @1% of the milestone payment for delay of each week or part thereof as per payment linked with milestones · If the “ERP Solution” (or sub-system(s) or Hardware(s)) fails after the successful last site Go-live, Purchaser shall levy penalty equivalent to 5% (Five percent) of the total contract value which will be deducted from CPG. | <p>We propose to amend this as follows:</p> <p>If the Bidder is not able to provide the license within 4 weeks of requisition by the Owner, the payment to the Bidder will be liable for deduction @0.5% of the quoted price against respective licenses for delay of each week or part thereof.</p> <p>· If the Bidder is not able to maintain the minimum required & agreed man-power throughout he project the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource per day with a ceiling of 7.5% of the total contract price.</p> <p>· Adherence to Milestone timelines-deduction @0.1% of the milestone payment for delay of each week or part thereof as per payment linked with milestones</p> <p>· If the “ERP Solution” (or sub-system(s) or Hardware(s)) fails after the successful last site Go-live, Purchaser shall levy penalty equivalent to 0.5% (Half percent) of the total contract value which will be deducted from CPG.</p> | Refer corrigendum No. 7 |
| 1 | Eligibility criteria | Whole Section | Refer Bidder letter dated April 3, 2018 We had requested through the pre-bid queries, that the word “offered” and “in India” may please be removed from Cl. No. 4. eligibility criteria 4.1 Eligibility Criteria for | Refer corrigendum No. 7 & 8 |

Implementation of ERP in NEEPCO

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---------------|---------------|--|------------------------|
| | | | <p>Bidder (Individual firm/Company) - 4 Project Implementation Experience.</p> <p>Since most of the eminent System Integrators has practices in most of the prominent ERP OEMs, limiting the bidders to only the offered ERP, may give undue advantage to some ERP OEMs.</p> <p>Additionally, removal of the “offered” clause will give a level playing field for all competitive products and give NEEPCO better technical and commercial options while choosing.</p> <p>Similarly, we had requested the removal of “in India” from the same clause. Removal of this would have again allowed participation of partners with global experience in relevant sector.</p> <p>However, both these requests have not been addressed in the clarifications in the Corrigendum No. 5 dtd 28.03.2018.</p> | |
| 1 | Payment terms | Whole Section | <p>All the bought out items like Hardware& Network items should have separate payment structure i.e. 80% to be paid on delivery and rest 20% to be paid on installation ERP license and ATS payment should be 100% on delivery and receipt.</p> <p>This is needed as all the respective OEMs standard payment term is 100% of repayment within 30 days of delivery along with bank guarantees.</p> | Refer corrigendum no 7 |

**3rd Clarification to Pre Bid queries
Implementation of ERP in NEEPCO**

NIB No. 259 dtd. 24.11.2017

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---------|---------|--|------------------------|
| 2 | | General | You can kindly separate the ERP tender into two parts a. ERP license and implementation b. DC & DR related hardware and networking requirement. This is followed in lot of utilities as the ERP implementer chosen and awarded the contract is the best judge to construct HW/NW components and guides the utility to a best possible infrastructure solution where his entire implementation would run successfully This is being widely followed in most of the ERP tenders where your ERP consultant PwC evaluates the tendering process.(WBPDC, WBSEDCL, WBSETCL, APGCL, APGCL etc.) | Bid condition prevails |
| 3 | | General | Kindly reduce the EMD amount from 2% of the tender cost to 1 % in form of Bank Guarantee as done by Central Utilities Body's like SJVN | Bid condition prevails |
| 4 | | General | The delivery milestone for Charges for Implementation, Configuration, Development, Bespoke, Integration, customization data migration, testing & training etc. should be as per (Reference SJVN tender) | Refer corrigendum no 7 |
| 5 | | | This confidentiality restrictions shall be for term of resultant contract and for the period of two years thereafter and shouldn't be kept open ended. | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---------|--------|--|-------------------------------|
| 6 | | | <p>IPR indemnity from NEEPCO – NEEPCO warrants to Contractor that the software, materials, and other assistance ('NEEPCO materials') supplied by NEEPCO to Contractor for the purpose of execution of the terms of the agreement are either NEEPCO owned properties or are properties obtained by NEEPCO under proper intellectual property licenses. NEEPCO further warrants that the said software, material and other information, to be provided by NEEPCO shall not infringe the intellectual property rights, proprietary rights or any other property rights of any party. If NEEPCO materials supplied by NEEPCO are found to infringe the intellectual property rights of any party, then NEEPCO shall hold harmless and indemnified Contractor, against all claims and actions associated with such infringement, including without limitation the attorney fees spent by Contractor in defending such actions and claims, and any compensation that may be paid by Contractor to settle such claim either in satisfaction of court decree or otherwise.</p> | <p>Bid condition prevails</p> |
| 7 | | | <p>Indemnity for infringement of intellectual property rights- The NEEPCO warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all-time</p> | <p>Bid condition prevails</p> |

| 3 rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO | | | NIB No. 259 dtd. 24.11.2017 | |
|---|--|---------------|--|------------------------|
| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
| | | | indemnify and hold Contractor harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights. | |
| 8 | | | Intellectual property rights- All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/Contractor's licensor and NEEPCO shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software. | Bid condition prevails |
| 1 | Qualifying Experience – Clause 4.1 – Section I | Whole Section | We have been requesting your office to kindly accept our relevant experience in global corporations in the Energy/Power Utilities sector for ERP implementation in lieu of your specific requirement for at least one ERP implementation with 300 transactional licenses in the last 15 years in a State/Central PSU in the Energy/Power Utilities sector in India. The qualification criteria as stated currently in your NIB is very narrow and in the case of continued non-acceptance of global references, we shall not be in a position to submit our bid. | Refer corrigendum no 7 |

3rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO **NIB No. 259 dtd. 24.11.2017**

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|---------------|--|------------------------|
| 2 | Payment Terms – Clause 6.16 – Section II | Whole Section | We have been seeking the restructuring of the payment terms for all the products (hardware and software) that require to be delivered for execution of this project. The presently minimum acceptable business norms for all Tier 1 system integrators is 80% of the value of the said items on delivery and the balance 20% upon implementation or go-live. Whereas, the payment terms for hardware and software stated in your NIB and related corrigenda are way too fractured and much less in percentage points than the acceptable norms. We shall not be able to submit our bid in case these terms are not eased and brought in line with current market practice, thus also freeing up our working capital leading to a substantially better commercial bid to you. | Refer corrigendum no 7 |
| 3 | a. Risk Purchase – Clause 13 & 17 – Section III | Whole Section | We have been making our case for a reasonable cap on the percentage value of the risk purchase amount that must be proportionate to the value of works/services remaining undelivered should there be a repudiation of the contract. We had suggested consideration of a value of 3% for an overall cap in this context but this has not been addressed at all. We shall not be able to obtain approval for submission of our bid on account of this being a major gap in our business norms. | Bid condition prevails |

| 3 rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO | | | NIB No. 259 dtd. 24.11.2017 | |
|---|--|---------------|---|------------------------|
| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
| 4 | b. Liquidated Damages / Penalty – Clause 30 & 31 – Section III | Whole Section | We have also been requesting for a consolidated cap on all the liquidated damages and penalty provisions and had suggested a maximum of 5% of the implementation value for the development phase and 5% of the quarterly AMC value for the operations and maintenance phase respectively. However, this has also not been addressed at all and is a major non-compliance with our business norms. | Refer corrigendum no 7 |
| 5 | Suspension of Work – Clause 19 – Section III | Whole Section | We had requested for revocation of the clause pertaining to suspension or reinstatement of work unilaterally on your part. We as the system integrator would be making a large investment to execute the project if we are awarded the contract and in this context such a clause is detrimental to our interests and as such shall bar our participation in this bid. | Bid condition prevails |
| 6 | Scope Creep – Clause 2 – Section I | Whole Section | We had requested you to kindly articulate the scope of the project in terms of deliverables very clearly and without any ambiguity. The relevant clause in its present form as such is open ended which shall create an issue in factoring necessary efforts to deliver the project. We seek your kind intervention to address this issue without which we shall not be able to make accurate estimates and secure management approvals to bid. | Bid condition prevails |

3rd Clarification to Pre Bid queries **NIB No. 259 dtd. 24.11.2017**
Implementation of ERP in NEEPCO

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|---------------|---|------------------------|
| 7 | Upgrades / New Versions – Clause 5.5 – Section II | Whole Section | We refer to the said clause in the NIB and also the reference to the same in the Corrigendum 5 dated 28.03.2018 wherein you have stated that all technical upgrades to the installation are to be implemented by the bidder as per mutual agreement with your organization. We would request you to kindly note that implementation of a version upgrade is akin to a fresh implementation and in that context should ideally be dealt with as a change order. This is vital to determine the fresh commercial impact of implementation of technical upgrade and in absence of this protection, we shall neither be able to accurately estimate our efforts nor secure approvals to submit our bid as this is not in alignment with our business norms. | Bid condition prevails |
| 8 | Performance Related Indemnity – Clause 50 – Section III | Whole Section | We had sought the restriction of indemnity in terms of damage to property or injury to persons which are attributable to gross negligence or willful misconduct on the part of the bidder. We would seek to draw your kind attention to the penal provisions with which you are empowered in respect to the terms of the NIB and request you once again to kindly redress the issue which we had raised with you in this context. | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|---|---|------------------------|
| 9 | Third Party Audit – Clause 35 – Section III | Whole Section | We seek to highlight the provision for engaging the services of a third party auditor at any time after the completion of the project. We request you to kindly bear the cost of such ad-hoc exercises and absolve us of all responsibilities to this end as we shall not be able to factor such unknown expenses and yet remain competitive in our bid. This provision is a clear showstopper for us to obtain management approval to submit our bid and we request you to kindly address our concerns already highlighted to you. | Bid condition prevails |
| 1 | Section-II. Instructions to Bidders/ Page 59 | Payment Term for DC DR Infrastructure | We request to defined separate payment term for DC & DR Infrastructure part as below: 80% after supply 20% after Go-Live | Refer corrigendum no 7 |
| 2 | Section-II. Instructions to Bidders/ Page 59 | Payment Term for Licenses | We request to defined separate payment term for licenses as below: 100% after supply of Licenses | Refer corrigendum no 7 |
| 3 | Section-III. General Conditions of the Contract/ Clause 13/ Page 13 | Risk purchase: In case the Bidder withdraws the offer submitted by him/ her after it is accepted by the Owner and fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time repudiated | | Bid condition prevails |

| 3 rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO | | | NIB No. 259 dtd. 24.11.2017 | |
|---|---|--|--|--------------------------|
| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
| | | the contract wholly or in part, the Owner shall be at liberty to cancel the Purchase Order and to recover from the Bidder the extra cost and the other loss incidentals to the breach of Contract on the part of the Bidder apart from other legal recourses | | |
| 4 | | Limitation of Liability: | Limitation of Liability: is not defined in the RFP. Request you to please defined as “Supplier’s aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value,” | Refer Corrigendum No. 5. |
| 5 | Section-III. General Conditions of the Contract/ Clause 31/ Page 18 | Penalties : If the Bidder is not able to maintain the minimum required & agreed man-power throughout he project the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource per day with a ceiling of 7.5% of the total contract price. | INR 1,00,000 (One Lac) penalty for per resource per day is very high. We request NEEPCO to revised it 5000 penalty per day. Also request NEEPCO to define ceiling on SLA penalty of maximum 5% of total contract price. | Refer corrigendum no 7 |
| 6 | Section-III. General Conditions of the Contract/ Clause 30/ Page 17 | Liquidated Damages: • If the Contractor fails to complete the work within the period fixed for such completion or at any time repudiates the Contract before the expiry of such period, the Purchaser shall without prejudice, have the right to recover the damage of the breach of the Contract by reducing the Contract price by 1/2 (half) | We request NEEPCO to apply penalty on undelivered portion only. Also request to define ceiling on LD of maximum 5% of undelivered portion. | Refer corrigendum no 7 |

3rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO **NIB No. 259 dtd. 24.11.2017**

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|--|---|--|
| | | <p>percent per week or part of the week as Liquidated Damage.</p> <ul style="list-style-type: none"> The delay shall be reckoned for the period between the Contractual date of completion as stipulated in the Contract and the actual date of completion provided the reduction shall not, in any case, exceed 10(ten) percent of the Contract value. | | |
| 7 | <p>Section - II. Instruction to Bidder. Page Number 30. Section 5.3</p> | <p>5.3 Supply of ERP licenses and software</p> <ul style="list-style-type: none"> The Bidder will be responsible for supplying the current versions of ERP application licenses and related software, integration tools, along with the source code and support the Bidder for installing the same. | <p>We request NEEPCO to please change the clause as –</p> <p>"The Bidder will be responsible for supplying the current versions of ERP application licenses and related software, integration tools, along with the source code of any customization done for NEEPCO and support the Bidder for installing the same."</p> <p>Or</p> <p>"The Bidder will be responsible for supplying the current versions of ERP application licenses and related software, integration tools, along with the source code(deposited in escrow account with third party escrow agent) and support the Bidder for installing the same."</p> | <p>Bid condition prevails</p> |
| 8 | <p>Section IV. Technical Specifications</p> | <p>Functional Scope</p> | <p>Please confirm if the bidder is allowed to propose third party software for functionalities/modules like E-</p> | <p>Please refer to the functional scope. Adequate clarity on the</p> |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|--|---|---------------------------------|
| | | | Procurement, BI, Workflow management, load testing software etc. | same is provided for reference. |
| 9 | 4.1 Eligibility Criteria for Bidder (Individual firm/Company), Page No 5 of Section I | <p>The Bidder should have completed at least 3 (three) implementations of the offered ERP product in India, in the last 15(fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India</p> <p>AND</p> <p>Out of the balance 2(two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product in any sector of Bidder’s choosing, completed in India, in the last 5 (five) years from the date of the Tender</p> <p>AND</p> <p>Balance 1(one) implementation should have a minimum of 100 transactional licenses in any sector of Bidder’s choosing</p> | <p>We request NEEPCO to amend the clause as following:</p> <p>"The Bidder should have completed at least 3 (three) implementations of the ERP product in India, in the last 15 (fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India</p> <p>AND</p> <p>Out of the balance 2(two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product in any sector of Bidder’s choosing, completed in India, in the last 5 (five) years from the date of the Tender</p> <p>AND</p> <p>Balance 1(one) implementation should have a minimum of 100 transactional licenses in any sector of Bidder’s choosing"</p> | Refer corrigendum no 7 & 8 |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|--|---|----------------------------|
| 10 | "Page 8 of NIB 4.2 Eligibility Criteria for Bidder (Participation through Consortium)" | <p>The Bidder should have completed at least 3 (three) implementations of the offered ERP product in India, in the last 15 (fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India</p> <p>AND</p> <p>Out of the balance 2(two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product in any sector of Bidder's choosing, completed in India, in the last 5 (five) years from the date of the Tender</p> <p>AND</p> <p>Balance 1(one) implementation should have a minimum of 100 transactional licenses in any sector of Bidder's choosing</p> <p>AND</p> <p>Bidder must have experience of implementing at least 4 (four) functions out of the following functional areas</p> | <p>Request you to please remove experience in proposed ERP product only and change the clause to as follows –</p> <p>The Bidder should have completed at least 3 (three) implementations of ERP in India, in the last 15 (fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India</p> <p>AND</p> <p>Out of the balance 2(two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product in any sector of Bidder's choosing, completed in India, in the last 5 (five) years from the date of the Tender</p> <p>AND</p> <p>Balance 1(one) implementation should have a minimum of 100 transactional licenses in any sector of Bidder's choosing</p> <p>AND</p> | Refer corrigendum no 7 & 8 |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|--|--|------------------------|
| | | with the offered ERP product in each offered ERP implementation- <ul style="list-style-type: none"> • Inventory & Procurement • Asset Maintenance Management • Human Resource Management & Payroll • Finance and Accounting • Business Intelligence Reporting • Plant Operations • Project Management | Bidder must have experience of implementing at least 4 (four) functions out of the following functional areas with the offered ERP product in each offered ERP implementation- <ul style="list-style-type: none"> • Inventory & Procurement • Asset Maintenance Management • Human Resource Management & Payroll • Finance and Accounting • Business Intelligence Reporting • Plant Operations • Project Management | |
| 11 | 3.9 Evaluation Criteria / Marking Page 20 of Section II | Experience in completed ERP engagements in Indian power sector: Bidder should have experience of completed ERP engagements in Indian Power Sector during the last 15 years as on date of submission of the bid | We request NEEPCO to amend the clause as following: “Bidder should have experience of completed ERP engagements in Indian Power Sector/ PSU during the last 15 years as on date of submission of the bid” | Refer corrigendum no 7 |
| 12 | 4.1 Eligibility Criteria for Bidder (Individual firm/Company), | The Bidder must have a minimum of 100 full time IT/ERP resources and should be experienced of the proposed ERP product in India. Additionally, there should be twenty (20) ERP OEM certified resources with the Bidder as on date of submission of the bid | We request NEEPCO to amend the clause as following: “The Bidder must have a minimum of 100 full time IT/ERP resources. Additionally, there should be twenty (20) ERP certified resources with the Bidder as on date of submission of the bid “ | Bid condition prevails |

| 3 rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO | | | NIB No. 259 dtd. 24.11.2017 | |
|---|---|--|---|------------------------|
| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
| | Page No 6 of Section I | | | |
| 1 | A. Technical capabilities | Bidder must have CMM/CMMI Level 3 or above certification as on date of submission of bid: Copy of a valid certificate self-attested by the Authorized Signatory of Bidder | Please accept the documents as below: Copy of valid certificate / Copy of expired certificate and present Assessment Certificate from duly authorized Auditing Agency | Bid condition prevails |
| 2 | Section-II. Instructions to Bidders/ Page 59 | Payment Term for DC DR Infrastructure | We request to defined separate payment term for DC & DR Infrastructure part as below: 80% after supply 20% after Go-Live | Refer corrigendum no 7 |
| 3 | Section-II. Instructions to Bidders/ Page 59 | Payment Term for Licenses | We request to defined separate payment term for licenses as below: 100% after supply of Licenses | Refer corrigendum no 7 |
| 4 | Section-III. General Conditions of the Contract/ Clause 13/ Page 13 | Risk purchase: In case the Bidder withdraws the offer submitted by him/ her after it is accepted by the Owner and fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time repudiated the contract wholly or in part, the Owner shall be at liberty to cancel the Purchase Order and to recover from the Bidder the extra cost and the other loss incidentals | | Bid condition prevails |

Implementation of ERP in NEEPCO

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|--|--|-------------------------|
| | | to the breach of Contract on the part of the Bidder apart from other legal recourses | | |
| 5 | | Limitation of Liability: | Limitation of Liability: is not defined in the RFP. Request you to please defined as "Supplier's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value," | Refer corrigendum no. 5 |
| 6 | Section-III. General Conditions of the Contract/ Clause 31/ Page 18 | Penalties: If the Bidder is not able to maintain the minimum required & agreed man-power throughout he project the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource per day with a ceiling of 7.5% of the total contract price. | INR 1,00,000 (One Lac) penalty for per resource per day is very high. We request NEEPCO to revised it 5000 penalty per day. Also request NEEPCO to define ceiling on SLA penalty of maximum 5% of total contract price. | Refer corrigendum no 7 |
| 7 | Section-III. General Conditions of the Contract/ Clause 30/ Page 17 | Liquidated Damages: <ul style="list-style-type: none"> If the Contractor fails to complete the work within the period fixed for such completion or at any time repudiates the Contract before the expiry of such period, the Purchaser shall without prejudice, have the right to recover the damage of the breach of the Contract by reducing the Contract price by 1/2 (half) percent per week or part of the week as Liquidated Damage. | We request NEEPCO to apply penalty on undelivered portion only. Also request to define ceiling on LD of maximum 5% of undelivered portion. | Refer corrigendum no 7 |

3rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO **NIB No. 259 dtd. 24.11.2017**

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|--|--|------------------------|
| | | <ul style="list-style-type: none"> The delay shall be reckoned for the period between the Contractual date of completion as stipulated in the Contract and the actual date of completion provided the reduction shall not, in any case, exceed 10 (ten) percent of the Contract value. | | |
| 8 | Section - II . Instruction to Bidder. Page Number 30. Section 5.3 | <p>5.3 Supply of ERP licenses and software</p> <ul style="list-style-type: none"> The Bidder will be responsible for supplying the current versions of ERP application licenses and related software, integration tools, along with the source code and support the Bidder for installing the same. | <p>We request NEEPCO to please change the clause as –</p> <p>"The Bidder will be responsible for supplying the current versions of ERP application licenses and related software, integration tools, along with the source code of any customization done for NEEPCO and support the Bidder for installing the same."</p> <p>Or</p> <p>"The Bidder will be responsible for supplying the current versions of ERP application licenses and related software, integration tools, along with the source code(deposited in escrow account with third party escrow agent) and support the Bidder for installing the same.</p> | Bid condition prevails |
| 9 | Section IV. Technical Specifications | Functional Scope | Please confirm if the bidder is allowed to propose third party software for functionalities/modules like E-Procurement, BI, Workflow management, load testing software etc. | Bid condition prevails |

Implementation of ERP in NEEPCO

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|--|---|----------------------------|
| 10 | 4.1 Eligibility Criteria for Bidder (Individual firm/Company), Page No 5 of Section I | <p>The Bidder should have completed at least 3 (three) implementations of the offered ERP product in India, in the last 15(fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India</p> <p>AND</p> <p>Out of the balance 2(two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product in any sector of Bidder's choosing, completed in India, in the last 5 (five) years from the date of the Tender</p> <p>AND</p> <p>Balance 1(one) implementation should have a minimum of 100 transactional licenses in any sector of Bidder's choosing</p> | <p>We request NEEPCO to amend the clause as following:</p> <p>"The Bidder should have completed at least 3 (three) implementations of the ERP product in India, in the last 15 (fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India</p> <p>AND</p> <p>Out of the balance 2(two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product in any sector of Bidder's choosing, completed in India, in the last 5 (five) years from the date of the Tender</p> <p>AND</p> <p>Balance 1(one) implementation should have a minimum of 100 transactional licenses in any sector of Bidder's choosing"</p> | Refer corrigendum no 7 & 8 |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|--|---|----------------------------|
| 11 | "Page 8 of NIB 4.2 Eligibility Criteria for Bidder (Participation through Consortium)" | <p>The Bidder should have completed at least 3 (three) implementations of the offered ERP product in India, in the last 15 (fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India</p> <p>AND</p> <p>Out of the balance 2(two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product in any sector of Bidder's choosing, completed in India, in the last 5 (five) years from the date of the Tender</p> <p>AND</p> <p>Balance 1(one) implementation should have a minimum of 100 transactional licenses in any sector of Bidder's choosing</p> <p>AND</p> <p>Bidder must have experience of implementing at least 4 (four) functions out of the following functional areas</p> | <p>Request you to please remove experience in proposed ERP product only and change the clause to as follows –</p> <p>The Bidder should have completed at least 3 (three) implementations of ERP in India, in the last 15 (fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India</p> <p>AND</p> <p>Out of the balance 2(two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product in any sector of Bidder's choosing, completed in India, in the last 5 (five) years from the date of the Tender</p> <p>AND</p> <p>Balance 1(one) implementation should have a minimum of 100 transactional licenses in any sector of Bidder's choosing</p> <p>AND</p> | Refer corrigendum no 7 & 8 |

| 3 rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO | | | NIB No. 259 dtd. 24.11.2017 | |
|---|---|--|--|------------------------|
| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
| | | with the offered ERP product in each offered ERP implementation- <ul style="list-style-type: none"> • Inventory & Procurement • Asset Maintenance Management • Human Resource Management & Payroll • Finance and Accounting • Business Intelligence Reporting • Plant Operations • Project Management | Bidder must have experience of implementing at least 4 (four) functions out of the following functional areas with the offered ERP product in each offered ERP implementation- <ul style="list-style-type: none"> • Inventory & Procurement • Asset Maintenance Management • Human Resource Management & Payroll • Finance and Accounting • Business Intelligence Reporting • Plant Operations • Project Management | |
| 12 | 3.9 Evaluation Criteria/Marking Page 20 of Section II | Experience in completed ERP engagements in Indian power sector : Bidder should have experience of completed ERP engagements in Indian Power Sector during the last 15 years as on date of submission of the bid | We request NEEPCO to amend the clause as following: “Bidder should have experience of completed ERP engagements in Indian Power Sector/ PSU during the last 15 years as on date of submission of the bid “ | Refer corrigendum no 7 |
| 13 | 4.1 Eligibility Criteria for Bidder (Individual firm/Company), Page No 6 of Section I | The Bidder must have a minimum of 100 full time IT/ERP resources and should be experienced of the proposed ERP product in India. Additionally, there should be twenty (20) ERP OEM certified resources with the Bidder as on date of submission of the bid | We request NEEPCO to amend the clause as following: “The Bidder must have a minimum of 100 full time IT/ERP resources. Additionally, there should be twenty (20) ERP certified resources with the Bidder as on date of submission of the bid “ | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---------------|--------|---|------------------------|
| 1 | Payment terms | | <p>Payment Terms</p> <ul style="list-style-type: none"> a. Kick off meeting - 15% of Upfront Contract Value. b. Phase I: Project Preparation /Inception – 10% of Upfront Contract Value c. Phase II: Business Blueprint - 10% of Upfront Contract Value d. Phase III: Realization - Along with supply and Implementation of hardware - 25% of Upfront Contract Value. e. Phase IV: Final Preparation/ Transition - 10% of Upfront Contract Value f. Phase V: Successful Pilot phase Go-Live – 20% of Upfront Contract Value g. Phase VI: Successful last site Go-Live - 5% of Upfront Contract Value h. Phase VII: Post Go-Live Stabilization Period - 5% of Upfront Contract Value i. Annual Technical Support (ERP Licenses) – 100% Advance along with the upfront Licenses (Phase 1 and Phase 2) during Implementation Phase on Pro-rata basis. Request you to kindly ADD this in the Upfront Contract Value as there is no clarity on the ERP Licenses ATS part during Implementation Phase. | Refer corrigendum no 7 |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|--|--|------------------------|
| | | | j. Annual Technical Support (ERP Licenses) – 100% Advance at the starting of each calendar year during Operational Phase on pro-rata basis. k. Annual Maintenance Contract (AMC) for Hardware & other networking equipment- 2 years post the completion of warranty period - 100% Advance at the starting of each calendar year during Operational Phase. | |
| 2 | AFS/ATS | | Annual Functional Support for year 1 to year 3 after stabilization period – Request you to kindly advise whether the Annual Functional Support during operational phase is for 3 years or 5 years as Annual Technical Support (Licenses), Annual Maintenance Support (Hardware) and Resource Deployment at DC DR are for 5 years each. | As per Bid document |
| 1 | Section-I, Notice Inviting Bids. Clause no.4.2, Page No. 7 | Eligibility Criteria for Bidder (Participation through Consortium) : Bidders may choose to form a Consortium for participation. However, in no case, the Consortium would have more than 3 (three) partners. The Lead Bidder for the Consortium must be an authorized system integrator/ Implementation Partner of the proposed ERP product. | The Eligibility criteria to be modified that this requirement can be fulfilled by either the Lead bidder or any one of the consortium members rather than only the Lead bidder. | Bid condition prevails |

3rd Clarification to Pre Bid queries **NIB No. 259 dtd. 24.11.2017**
Implementation of ERP in NEEPCO

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|---|--|------------------------|
| 2 | ` Page No. 8 | Eligibility Criteria for Bidder (Participation through Consortium) : Technical Capabilities Point no.2 Lead Bidder must have CMM/CMMI Level 3 or above certification as on date of submission of bid | The Eligibility criteria to be modified that this requirement can be fulfilled by either the Lead bidder or any one of the consortium members rather than only the Lead bidder. | Bid condition prevails |
| 3 | Section-I, Notice Inviting Bids. Clause no.4.2 Page No. 8 | Eligibility Criteria for Bidder (Participation through Consortium) : Technical Capabilities Point no.4 The Lead Bidder should have completed at least 3 (three) implementations of the offered ERP product in India, in the last 15(fifteen) years prior to the date of the Tender AND Out of the above 3 (three) completed implementations, at least 1 (one) of the ERP implementation with at least 300 transactional licenses should be in the State /Central Government PSU in Energy/ Power Utilities Sector in India AND Out of the Balance 2(two), Lead Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the offered ERP product, completed or on-going in India in any sector of Bidder's choosing, in the last 5 (five) years from the date of the Tender | 1. The Eligibility criteria to be modified that this requirement can be fulfilled jointly or individually either by the Lead bidder or any of the consortium members. 2. Self- Certificates also to be accepted towards fulfilling the Experience against given criteria of 3 ERP implementations | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|---|---|------------------------|
| | | <p>AND Balance 1(one) implementation in any sector of Bidder's choosing should have a minimum of 100 transactional licenses AND Lead Bidder must have experience of implementing at least 4 (four) functions out of the following functional areas with the offered ERP product in each offered ERP implementation-</p> | | |
| 4 | Section-I, Notice Inviting Bids. Clause no.4.2, Page No. 9 | Eligibility Criteria for Bidder (Participation through Consortium) : Technical Capabilities Point no.5 Lead Bidder should have an active existing authorized partnership with the offered ERP product as on date of submission of the bid | It is suggested : 1. The Eligibility criteria to be modified that this requirement can be fulfilled by either the Lead bidder or any one of the consortium members rather than only the Lead bidder. | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|---|---|------------------------|
| | | | 2. Self certificates should be allowed as documentary evidence. | |
| 5 | Section-I, Notice Inviting Bids. Clause no.4.2, Page No. 9 | Eligibility Criteria for Bidder (Participation through Consortium) : Technical Capabilities Point no.6 Lead Bidder must have a functional 24x7 support center for offered ERP product in India, functional since at least 3 years from the date of Tender as on date of submission of the bid | The Eligibility criteria to be modified that this requirement can be fulfilled by either the Lead bidder or any one of the consortium members rather than only the Lead bidder. | Bid condition prevails |
| 6 | Section-I, Notice Inviting Bids. Clause no.4.2, Page No. 9 | Eligibility Criteria for Bidder (Participation through Consortium) : Technical Capabilities Point no.7 The Lead Bidder must have a minimum of 100 full time IT/ERP resources and should be experienced of the proposed ERP product in India. Additionally, there should be twenty (20) ERP OEM certified resources with the Lead Bidder as on date of submission of the bid | The Eligibility criteria to be modified that this requirement can be fulfilled by either the Lead bidder or any one of the consortium members rather than only the Lead bidder. | Bid condition prevails |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|-----------------------------|---|--|---|
| 7 | Section II - 53, Clause 6.1 | <p>The RDBMS supplied should meet the following criteria:</p> <ul style="list-style-type: none"> o Since the ERP solution is required to run over Unix servers, the supplied RDBMS should also be supported on RISC based Unix servers o The supplied RDBMS should support most known UNIX platforms such as HPUX, IBM AIX, and Sun Solaris etc. o The supplied RDBMS should be able to support at least 1,500 transactional users o The supplied RDBMS vendor should have full-fledged marketing and support staff available in India. | <p>The RDBMS or SAP certified RDBMS supplied should meet the following criteria:</p> <p>Following changes we want to propose:</p> <ul style="list-style-type: none"> o Since the ERP solution is required to run over Unix servers, the supplied RDBMS should also be supported on RISC based Unix servers or advanced (Itanium) processor with Unix or Linux platforms. o The supplied RDBMS should support most known UNIX/Linux platforms such as HPUX, IBM AIX and Sun Solaris etc. or known Linux variants approved by SAP o The supplied RDBMS should be able to support at least 1,500 transactional users o The supplied RDBMS vendor should have full-fledged marketing and support staff available in India. | Bid condition prevails |
| 8 | Section II - 53, Clause 6.1 | <p>NEEPCO has opted for proven enterprise platform technologies. It is planned that the ERP system will run on UNIX servers and a suitable RDBMS</p> | What's the preferred RDBMS from NEEPCO | Part of As-is-Study by the contractor. To supply as per condition |
| 9 | Section II - 36 | Solution (including Hardware, software and Network at all NEEPCO Locations | We would like to propose the following: Solution including Hardware, software and Network at all NEEPCO Locations while for Hardware the DC and DR location is to be considered. | Hardware & software to be considered for DC & DR as per RfP |

| 3 rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO | | | NIB No. 259 dtd. 24.11.2017 | |
|---|---|---|--|---|
| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
| 10 | Section II - 36 | Solution Availability = (1 - (Downtime/ Total time)) *100; | Minimum of 99% uptime measured on a monthly basis, Since the DC-DR HW and SW are running in Shillong and Delhi but SLA is asked for all locations. Kindly clarify on the same. | Hardware & software to be considered for DC & DR as per RfP |
| 11 | Section IV - 120, Architectural Diagram | The architectural diagram has key components like Firewall, Tape, load balancers etc. | The mentioned components in architectural diagram is not listed (completely) in the BOM. Request for clarity on whether those should be included in BOM. | Architectural diagram may considered to assess the detail BoM |
| 12 | Corrigendum- Sec IV, Sl. No. 2.9.11 - 2.9.13, Page No. 49 | * The system should facilitate generation of financial statements in accordance with requirements of US GAAP (Generally Accepted Accounting Principles) * System should prepare a reconciliation statement between financial statements as per companies Act and financial statements as per US GAAP * System should facilitate consolidation of financial statements of group companies which may be in different currency and may be operating with different Chart of Accounts | How many legal entities are in scope? | Currently financial statements are prepared in Indian Accounting Standard. Part of As-is-Study as per best industry practices. |
| 13 | General | | Also, is there a need for Consolidation of Financials of multiple legal entities (including aspects such as Inter-unit eliminations, Minority Interest, Goodwill calculation, etc.)? | Bid Conditions prevail |
| 14 | General | | Is NEEPCO open to Cloud based solutions (especially Ariba and Success Factors)? | Bid Conditions prevail |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|--|---|------------------------------|
| 15 | Sec IV -Sl. No. 2.9.11 - 7.6.10, Page No. 92 | Risk based maintenance should be supported | Can NEEPCO elaborate a little more on this requirement? | Part of bidder's As is Study |
| 16 | Corrigendum-Section-II, Payment Terms, S.No. 1 (Kick off meeting), Page No. 6 | Minutes of kick of meeting & appointment of project manager and submission of BG-10% of Upfront Contract Value against BG. The BG will be released after completion of phase-III, 10% of Upfront Contract Value against BG. The BG will be released after completion of phase-III | Minutes of kick of meeting & appointment of project manager and submission of BG. We propose: 10% of Upfront Contract Value against BG. The BG will be released after completion of phase-III. | Refer corrigendum No. 7 |
| | Corrigendum-Section-II, Payment Terms, S.No. 1 (Kick off meeting) Phase I: Project Preparation /Inception, Page No. 6 | 1. Project Inception Report a. Detailed Project Plan (in Work Breakdown Structure along with dependencies) b. Detailed BoM for IT, Non-IT, DC, DR infrastructure including related software and licenses. c. Resource Deployment Plan d. List of complete deliverables e. Communication Matrix f. Project Management Templates g. Roles & Responsibilities and Expectations from NEEPCO 2. Detailed Training Strategy 3. Detailed Change Management Requirement & Strategy 4. Presentation on ERP product overview to Sr. Management 5. Project Preparation / Inception phase closure report 6. Detailed Data center and DR center implementation strategy along with complete design of DC & DR along with the specifications of the equipment and licenses. c. | 1. Project Inception Report a. Detailed Project Plan (in Work Breakdown Structure along with dependencies) b. Detailed BoM for IT, Non-IT, DC, DR infrastructure including related software and licenses. c. Resource Deployment Plan d. List of complete deliverables e. Communication Matrix f. Project Management Templates g. Roles & Responsibilities and Expectations from NEEPCO 2. Detailed Training Strategy 3. Detailed Change Management Requirement & Strategy 4. Presentation on ERP product overview to Sr. Management 5. Project Preparation / Inception phase closure report 6. Detailed Data center and DR center implementation strategy along with complete design of DC & DR along with the specifications of the equipment- 2.5% of Upfront Contract Value | Refer corrigendum No. 7 |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|---|---|-------------------------|
| | | Resource Deployment Plan d. List of complete deliverables e. Communication Matrix f. Project Management Templates g. Roles & Responsibilities and Expectations from NEEPCO 2. Detailed Training Strategy 3. Detailed Change Management Requirement & Strategy 4. Presentation on ERP product overview to Sr. Management 5. Project Preparation / Inception phase closure report 6. Detailed Data center and DR center implementation strategy along with complete design of DC & DR along with the specifications of the equipments- 2.5% of Upfront Contract Value | | |
| | Corrigendum- Section-II, Payment Terms, S.No. 3 (Phase II: Business Blueprint), Page No. 8 | 1. Detailed as-is study report including all existing business processes, work-flows, reporting requirements, process maps, existing IT infrastructure 2. Training to NEEPCO team on standard functionalities of the ERP product (initial) 3. Detailed to-be report with identified gap analysis and solutions 4. Final Business blueprint / solution design document (including integration / Interface strategy and process with legacy and other required systems) 5. Data Collection, Preparation & Migration strategy along with templates 6. Business Blueprint / elaboration phase closure report. 5% of Upfront Contract Value | 1. Detailed as-is study report including all existing business processes, work-flows, reporting requirements, process maps, existing IT infrastructure 2. Training to NEEPCO team on standard functionalities of the ERP product (initial) 3. Detailed to-be report with identified gap analysis and solutions 4. Final Business blueprint / solution design document (including integration / Interface strategy and process with legacy and other required systems) 5. Data Collection, Preparation & Migration strategy along with templates 6. Business Blueprint / elaboration phase closure report. We Propose: 10 % of Upfront Contract Value | Refer corrigendum No. 7 |

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|---|--|---|-------------------------|
| | Corrigendum- Section-II, Payment Terms, S.No. 4 (Phase III: Realization - Along with supply and Implementation of hardware), Page No. 9 | 1. Supply, installation & commissioning of hardware 2. Supply of ERP licenses and licenses for ERP related software, database, clustering tools, integration tools & other tools (Licenses shall be procured on need bases) 3. Functional and Technical design documents for custom components 4. Draft Roles & Responsibilities of Users (Authorization Matrix) 5. Unit Test & System Integration Test: a. Test Plan, b. Roles & responsibilities, c. Test Scripts, d. Issue log, e. issue resolution report 6. Functional training (configuration) completion certificate for the complete solution to Core Team / Nodal Officers 7. Initial ERP OEM audit report with observations 8. Final ERP OEM audit report with compliance report related to development and configuration 9. Realization / Construction Phase Closure Report 10. Initial Hardware OEM audit report with Observations 11. Final Hardware OEM audit report with compliance report- 20% of Upfront Contract Value + release of BG | 1. A. Supply of hardware: We Propose- 20% of Upfront Contract Value 1 B. Installation & commissioning of hardware for ERP: We Propose- 5% of Upfront Contract Value 2. Supply ERP licenses and licenses for ERP related software, database, clustering tools, integration tools & other tools: We Propose- 7.5% of Upfront Contract Value 3. Functional and Technical design documents for custom components 4. Draft Roles & Responsibilities of Users (Authorization Matrix) 5. Unit Test & System Integration Test a. Test Plan, b. Roles & responsibilities, c. Test Scripts, d. Issue log, e. issue resolution report 6. Functional training (configuration) completion certificate for the complete solution to Core Team / Nodal Officers 7. Initial ERP OEM audit report with observations 8. Final ERP OEM audit report with compliance report related to development and configuration 9. Realization / Construction Phase Closure Report 10. Initial Hardware OEM audit report with Observations 11. Final Hardware OEM audit report with compliance report: 2.5% of Upfront Contract Value | Refer corrigendum No. 7 |

Implementation of ERP in NEEPCO

| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
|---------|--|---|---|-------------------------|
| | Corrigendum-Section-II, Payment Terms, S.No. 5 (Phase IV: Final Preparation / Transition), Page No. 10 | 1. Final Roles & Responsibilities of Users (Authorization Matrix) 2. User Training Manual 3. End User training completion Certificate 4. All Master data migration completion report 5. All Transaction data migration completion report 6. Load and Stress Test report 7. Standard Operating Procedure Documents 8. Configuration Manual 9. Help Desk structure, process and operational manual 10. Pre go-live assessment report (Bidder) 11. Pre go-live assessment report (ERP OEM & Hardware OEM) with compliance 12. Final Preparation / Transition Phase closure report- 10% of Upfront Contract Value | 1. Final Roles & Responsibilities of Users (Authorization Matrix) 2. User Training Manual 3. End User training completion Certificate 4. All Master data migration completion report 5. All Transaction data migration completion report 6. Load and Stress Test report 7. Standard Operating Procedure Documents 8. Configuration Manual 9. Help Desk structure, process and operational manual 10. Pre go- live assessment report (Bidder) 11. Pre go-live assessment report (ERP OEM & Hardware OEM) with compliance 12. Final Preparation / Transition Phase closure report. We Propose-10% of Upfront Contract Value | Refer corrigendum No. 7 |
| | Corrigendum-Section-II, Payment Terms, S.No. 6 (Phase V: Successful Pilot phase Go-Live), Page No. 12 | 1. Successful Go-Live completion report (completion report for each go-live shall be provided) 15% of Upfront Contract Value | 1. Successful Go-Live completion report-10% of Upfront Contract Value 2. Supply of phase-2 licenses- 10% of Upfront Contract Value | Refer corrigendum No. 7 |
| | Corrigendum-Section-II, Payment Terms, S.No. 7 (Phase VI: | 1. Enterprise wide Successful go-live completion report- 10% of Upfront Contract Value | 1. Enterprise wide Successful go-live completion report- 7.5% of the upfront contract value | Refer corrigendum No. 7 |

| 3 rd Clarification to Pre Bid queries Implementation of ERP in NEEPCO | | NIB No. 259 dtd. 24.11.2017 | | |
|---|--|--|---|--|
| SL. No. | Section | Clause | Bidders Query & further Comments | PwC Response |
| | Successful Pilot phase Go-Live), Page No. 12 | | | |
| | Corrigendum- Section-II, Payment Terms, S.No. 8 (Phase VII: Post Go-Live Stabilization Period) Page No. 12 | 1. System Performance Report with compliance 2. Issue log and resolution report 3. Initial ERP OEM audit report with observations 4. Final ERP OEM & Hardware OEM audit report with compliance report 5. Successful Stabilization phase completion report- 20% of Upfront Contract Value | 1. System Performance Report with compliance 2. Issue log and resolution report 3. Initial ERP OEM audit report with observations 4. Final ERP OEM & Hardware OEM audit report with compliance report 5. Successful Stabilization phase completion report- We Propose- 5% of Upfront Contract Value | Refer corrigendum No. 7 |
| | Section-I. Notice Inviting Bids: | Clause 5.1 Conflict of interest | Please clarify “Whether conflict of interest would arise if two ...Group companies, which have no common board members, participate in this ERP implementation tender”. | If they are separate entity with independent management then it may be considered as no conflict of interest |

Sd/-
General Manager
I/c Contracts & Procurement
NEEPCO Ltd, Shillong