

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
1	Amity	Section I	Clause 4.1	<p>The Bidder should have undertaken at least 3 (three) implementations of ERP product, in the last 15 (fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) implementations, at least 1 (one) of the offered ERP implementation with at least 300 transactional licenses should be completed and be in Energy/ Power Utilities Sector in India /Globally</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 ERP product in any sector of Bidder's choosing, completed or on-going in India, in the last 5 (five) years from the date of the Tender</p> <p>AND</p> <p>Balance 1 (one) implementation with at least 300 transactional licenses should be completed and be in the State/Central PSU in India</p> <p>AND</p> <p>Bidder must have experience of implementing at least 4 (four) functions out of the following functional areas in each such 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	<p>Request you to please change the criteria as below:</p> <p>Bidder should have undertaken at least 3 (three) implementations of ERP product, in the last 15 (fifteen) years prior to date of the Tender</p> <p>AND</p> <p>Out of the above 3 (three) implementations, at least 1 (one) of the offered ERP implementation with at least 300+ transactional users should be completed in India / Globally.</p> <p>AND</p> <p>Out of the balance 2 (two), Bidder must have at least 1 (one) ERP Project with minimum 100+ transactional users of the ERP product in any sector of Bidder's choosing, completed or on-going in India/Globally, in the last 5 (five) years from the date of the Tender</p> <p>AND</p> <p>Balance 1 (one) implementation with at least 100+ transactional users should be completed and be in the State/Central PSU in India /Globally.</p> <p>AND</p> <p>Bidder must have experience of implementing at least 4 (four) functions out of the following functional areas in each such ERP implementation</p> <p>Inventory & Procurement.....</p>	Refer Corrigendum No.1, dated 05.10.2018
2	Amity	Section I	Clause 4.1	<p>The Bidder must have a minimum of 100 full time IT/ERP resources and should be experienced of the proposed ERP product in India.</p> <p>Additionally, there should be twenty (20) ERP OEM certified resources with the Bidder as on date of submission of the bid</p>	<p>Request you to please change the criteria as below:</p> <p>The Bidder must have a minimum of 100 full time ERP resources and should be experienced of the proposed ERP product in India.</p>	Bid Condition prevails



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3	Amity	Section I	Clause 4.1	The average annual turnover of the Bidder in the best 3 (three) financial years out of the last 5 (five) years financial year from IT software and services should not be less than Rs. 27 crores. Other income will not be considered for arriving at annual turnover.	Request you to please change the criteria as below: The average annual turnover of the Bidder in the best 3 (three) financial years out of the last 5 (five) years financial year from IT software and services should not be less than Rs. 22 crores. Other income will not be considered for arriving at annual turnover.	Refer Corrigendum No.1, dated 05.10.2018
4	Gemini	Section IV	Clause No - 4.1 S. No.- A -1 Page No- 5	Bidder must be incorporated in India under the Companies Act' 1956/2013 or registered as an LLP firm under LLP Act' 2008 and should have been in business for at least 10 (Ten) years, preceding the date of submission of bid	We are Private Limited with 5 years + in India & 8 years + business in Global. Can we participate in the Bid ?	Bid Condition prevails
5	Gemini	Section IV	Clause No - 4.1 S. No.- A -2 Page No- 5	Bidder must have CMM/CMMI Level 5 certification as on date of submission of bid	We are CMMi Level 3 company. Request you to change the clause for us to participate.	Refer Corrigendum No.1, dated 05.10.2018
6	Gemini	Section IV	Clause No - 4.1 S. No.- A -4 Page No- 5 & 6	The Bidder should have undertaken at least 3 (three) implementations of ERP product, in the last 15 (fifteen) years prior to date of the Tender AND Out of the above 3 (three) implementations, at least 1 (one) of the offered ERP implementation with at least 300 transactional licenses should be completed and be in Energy/ Power Utilities Sector in India /Globally AND Out of the balance 2 (two), Bidder must have at least 1 (one) ERP Project with minimum 100 transactional licenses of the ERP product in any sector of Bidder's choosing, completed or ongoing in India, in the last 5 (five) years from the date of the Tender AND Balance 1 (one) implementation with at least 300 transactional licenses should be completed and be in the State/Central PSU in India AND Bidder must have experience of implementing at least 4	We have Implementation experience of Power Generation companies in Middle East and One private company in India. Can the following clauses be considered? 1) Such implementation must be in a power generation utility (including Private / Global Projects) 2) Such implementation must have a minimum of 100 transaction users	Refer Corrigendum No.1, dated 05.10.2018



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				(four) functions out of the following functional areas in each such ERP implementation- · Inventory & Procurement · Asset Maintenance Management · Human Resource Management & Payroll · Finance and Accounting · Business Intelligence Reporting · Plant Operations · Project Management		
7	Gemini	Section IV	Clause No - 4.1 S. No.- A -6 Page No- 6	Bidder must have a functional 24x7 support center for the offered ERP product in India, functional since at least 3 years from the date of Tender as on date of submission of the bid	Our OEM have a 24x7 support center for the offered ERP product in India	Bid conditions prevail
8	Gemini	Section IV	Clause No - 4.1 S. No.- B -9 Page No- 7	The average annual turnover of the Bidder in the best 3 (three) financial years out of the last 5 (five) years financial year from IT software and services should not be less than Rs. 27 crores. Other income will not be considered for arriving at annual turnover.	We are having offices in India and USA. Will our Global Turnover would be considered?	Refer Corrigendum No.1, dated 05.10.2018
9	IBM	Section I	4. Eligibility Criteria	Evidence Required: 1. Completion certificate/ under execution (LOI/ LOA/ Work Order) from the customer for each complete implementation including number of transactional licenses, functions covered & date of implementation and completion date. 2. For on-going ERP Project, copy of LOI/LOA/Work Order to be submitted along with End Users Certificate certifying the present status of the Project and that the bidder has successfully completed the Blueprint phase of the Project. In absence of End User certificate Bidder can submit self-certification from authorized signatory	Please modify the point 1 of the clause as “1. Completion certificate/ under execution (LOI/ LOA/ Work Order) from the customer for each complete implementation including number of transactional licenses, functions covered & date of implementation and completion date. In absence of completion certificate Bidder can submit self-certification from authorized signatory"	Bid Condition prevails
10	IBM	Section II	3.9 Evaluation Criteria/ Marking	Document Required: Completion certificate from the customer for each complete implementation, which includes number of licenses, functions covered & date of implementation (completion date) AND Filled data sheets...	Please modify the clause as “Completion certificate from the customer for each complete implementation, which includes number of licenses, functions covered & date of implementation (completion date). In absence of completion certificate Bidder can submit self-certification from authorized signatory"	Bid Condition prevails



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11	IBM	Section II	5.5.1. Annual Technical Support (ATS)	The Bidder shall provide support, maintenance & upgrades for all the software products versions (ERP Licenses & other software licenses) supplied for a period of 5 (Five) years from the date of license procurement dates.	Please provide a timeframe around the license procurement ATS may extend beyond the AFS time period. Please confirm if AFS will also need to be prolonged till the end of ATS.	Refer Corrigendum No.1, dated 05.10.2018. Timelines for ATS and AFS shall remain as provided in current tender document.
12	IBM	Section II	6.15 Deliverables	System should support Hindi language along with other languages.	Please confirm if only Hindi and English are required languages in the system. Please also confirm that the screen display will be in Hindi, the data entry will be done in English.	Yes, confirmed - Hindi and English are required languages in the system.
13	IBM	Section II	6.15 Deliverables	System should support Hindi language along with other languages.	Please also confirm that the screen display will be in Hindi, the data entry will be done in English.	Confirmed
14	IBM	Section II	5.8 Solution design	General	As per our understanding hardware sizing will be needed from the bidder during the hardware tender creation. Hardware Sizing is not to be submitted as part of the bid. Please confirm	Confirmed
15	IBM	Section II	5.9 Team profile and deployment	Infrastructure (DC/DR) and hardware Expert	Hardware procurement is not included in the scope of this RFP. Please confirm if this role is needed for the purpose of this bid or should be removed	Infrastructure and hardware expert needed as per the current bid conditions for sizing and BoQ preparation along with activities listed in RfP.
16	IBM	Section IV	Current software at NEEPCO	General	What is the current content management system used at NEEPCO	Kindly refer to functional requirements. Part of Bidder's "As-is". To be taken on industry standards
17	IBM	Section IV	Document management system requirements		Please confirm if any documents need to be migrated	Kindly refer to functional requirements. Part of Bidder's "As-is". To be taken on industry standards
18	IBM	Section IV	Document management system requirements		What is the volume of documents that needs to be stored in DMS?	Kindly refer to functional requirements. Part of Bidder's "As-is". To be taken on industry standards



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19	IBM	Section II	6.4.14 Business Intelligence		Please provide the number of custom BI reports expected in the solution	Around 100 custom BI reports are expected by NEEPCO as a part of the solution
20	IBM	Section IV	Current software at NEEPCO		What are the current HR & Payroll systems used at NEEPCO?	MATFIN is used for current HR and payroll systems
21	IBM	Section IV	Current software at NEEPCO		How many Payroll cycles do you currently have? Do you run Payroll Monthly?	Kindly refer to functional requirements. Part of Bidder's "As-is". To be taken on industry standards
22	IBM	Section IV	Current software at NEEPCO		Do you have all the HR & Payroll data in a single system? Also, is there any paper based/excel based data which needs to be converted in the new ERP system	Kindly refer to functional requirements. Part of Bidder's "As-is". NEEPCO is compiling master HR data for selected Bidder.
23	IBM	Section II	General		What are the approximate number of users split for each of the below sites? 1. Corporate offices 2. Co-ordination offices 3. DHEP 4. RHEP 5. AGTP-CC 6. TGBPP 7. SPV-TGBPP 8. PHEP 9. TrHEP 10. KaHEP	The breakup of user split across sites shall be provided by NEEPCO at the time of Business Blueprint stage .
24	IBM	Section II	6.4.6 Testing & User Acceptance	Load testing of the migrated systems to be done through performance testing tools prior to releasing the systems to end users.	As per our understanding only the proposed ERP system needs to be tested. Please confirm	Confirmed
25	IBM	Section II	6.4.6 Testing & User Acceptance	Load testing of the migrated systems to be done through performance testing tools prior to releasing the systems to end users.	Is there any baseline performance reports (Or any major performance incidents) for existing applications.	Kindly refer to functional requirements. Part of Bidder's "As-is".



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26	IBM	Section IV	2.9.13	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 the consolidation is being performed currently?	Kindly refer to functional requirements. Part of Bidder's "As-is".
27	IBM	Section IV	2.9.13	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	In the ERP landscape, how you plan to perform consolidation i.e. in General Ledger or using some other 3rd party systems like Oracle Hyperion Financial Management (HFM)	Kindly refer to functional requirements. Part of Bidder's "As-is". To be taken on industry standards
28	IBM	Section II	6.15	Language Support - System should support Hindi language along with other languages	1) Does it imply that user interface of ERP screen should support Hindi and other languages or does it imply that the multi-language support (Hindi and other languages) are limited to statutory and operational reports? 2) What are the other languages that are expected to be supported? 3) We understand that 'Saransh' is currently being used for multi-language utility tool in NEEPCO. Do you intend to continue with this utility in future?	1) User interface of ERP screen should support Hindi and English. 2) Hindi and English are required languages in the system. 3) To be determined at the time of Business blueprint stage by NEEPCO
29	IBM	Section III	Section 3; Page 6	Acceptance / Rejection of bids	Bidder requests for deletion of clause 3.5: "In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, the Owner reserves the right to reject the Bid and forfeit the EMD". Bidder typically factors industry standard solutioning assumptions and recommendations based on best practices and accrued experience. Inclusion of the same should not lead to bid rejection and EMD forfeiture.	Kindly refer to Clause No. 3.8.9 - Section-II. Bid conditions prevail
30	IBM	Section III	Section 17, 18 and 19; Page 13 and 14	Termination of Contract on Owner's Initiative	We request for omission of Owner's right to terminate the contract at any time just for convenience. We request for Owner invoking Termination only in case Bidder is in breach of its obligations under the contract.	Bid conditions prevail
31	IBM	Section III	Section 21; Page 15	Time frame of the Contract	Please note that as time is the essence of the Contract, we requested that NEEPCO's sole and exclusive remedy against such non-adherence to the timelines shall be limited to any mutually agreeable penalties, which are due to an act that is solely and directly attributable to the Contractor.	NEEPCO has provided a limit on compensation from Penalties and LD as per Clause No. 29 and 30 (Note). In addition, NEEPCO has provided a limitation on

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						liability under the contract as per Clause No. 61. Kindly refer to the same.
32	IBM	Section III	Section 24; Page 16	Performance Bank Guarantee	We request for allowing the Performance Bank Guarantee shall be submitted 30 days after the signing of the mutually OK Contract. Further, Bidder requests for the deletion of section 24.6, 24.7, 24.8, 24.9, 24.11 and 24.13.	Bid conditions prevail
33	IBM	Section III	Section 29 and 30; Page 19 and 20	Liquidated damages and Penalties	IBM requests the clause to be read as, "If for reasons solely and directly attributable to the Contractor, if the Contractor exceeds any OK delivery date (s) or period(s), NEEPCO shall levy Liquidated Damages for such delay, as mutually agreeable, but subject to an 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." Please confirm.	Bid conditions prevail
34	IBM	Section III	Section 61; Page 27	Limitation of liability	Bidder requests for the clause to be read as, "Bidder's entire liability for any and all claims related to the Agreement will not exceed the total contract value regardless of the basis of the claim. Bidder 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 Bidder, its affiliates, contractors, sub processors, and suppliers. b. The following amounts are not subject to the above cap: i) third party payments which are court awarded damages for a third party claim for the IBM Product infringing a copyright or a patent; and ii) damages that cannot be limited under applicable law.	Bid Condition prevails
35	Oracle	Section II	22	Experience in Completed offered ERP engagements in Indian/Globally Power Sector	Request please modify the clause as below - Experience in Completed enterprise grade COTS ERP engagements in Indian/Globally Power Sector	Refer Corrigendum No.1, dated 05.10.2018



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36	Oracle	Section II	22	Sl No.1Bidder submits at least 3 (three) ERP implementations in Power Utilities Sector in India/Globally with at least 2 (two) offered ERP implementations in Power Generation sector in India/Globally and one with minimum 300 transactional licenses and rest with minimum 100 licenses	Request please modify the clause as below - Bidder submits at least 3 (three) ERP implementations in Power Utilities Sector in India/Globally with at least 2 (two) enterprise grade COTS ERP implementations in Power Generation sector in India/Globally and one with minimum 300 transactional licenses and rest with minimum 100 licenses	Refer Corrigendum No.1, dated 05.10.2018
37	Oracle	Section II	22	Sl No.2minimum 300 transactional licenses and rest with minimum 100 licenses and rest with minimum 100 licenses minimum 300 transactional licenses Bidder submits at least 3 (three) ERP implementations in Power Utilities Sector in India/Globally with at least 1 (one) offered ERP Implementation in Power Generation Sector in India/Globally and one with and rest with minimum 100 licenses	Request please modify the clause as below - Bidder submits at least 3 (three) ERP implementations in Power Utilities Sector in India/Globally with at least 1 (one) enterprise grade COTS ERP Implementation in Power Generation Sector in India/Globally and one with minimum 300 transactional licenses and rest with minimum 100 licenses	Refer Corrigendum No.1, dated 05.10.2018
38	Oracle	Section II	32	5.3.9 The procurement of licenses would be undertaken in two tranches as follows-5.3.9.1 Tranche- I (Consisting of 300 transaction licenses with 500 employee self-service licenses) for pilot rollout5.3.9.2 Tranche-II (Consisting of 500 transaction licenses with 1008 employee self-service licenses) for	Please mention when would each Tranche be procured so that we can provide price commitments for a specified period. Also, please do mention the percentage of variance of actual numbers of licenses from the qty currently mentioned that is envisaged.	Refer Corrigendum No.1, dated 05.10.2018
39	Oracle	Section II	32	full scale rollout The above numbers are calculated on the basis of actual strength of NEEPCO as on 31.03.2017. These numbers are initial estimates, NEEPCO management can rationalize them through a review exercise. In order to avoid risk of buying more licenses, NEEPCO may obtain less than the above-mentioned licenses initially and have a rate contract with the Bidder to procure additional licenses at the same rate as and when required in the next few years.	Is NEEPCO looking for a rate contract only for the licenses? OR a combination of initial purchase followed by a Rate Contract? Please clarify. If NEEPCO wants a rate Contract please do specify the min quantity guaranteed and the period of validity of rate Contract.	Refer Corrigendum No.1, dated 05.10.2018
40	Oracle	Section II	33	Licenses specified are only for budgetary purposes. Actual numbers and its phasing would vary with actuals on ground.	Is NEEPCO looking for a budgetary pricing only for licenses? Please clarify. If these are for budgetary purpose will the cost of license be considered for financial evaluation ?	Refer Corrigendum No.1, dated 05.10.2018
41	Oracle	Section I	4	2.1.13. Supply, installation, configuration & commissioning of ERP licenses as well as ERP related	The licensing considerations of the underlying database and middleware components required to run the proposed ERP solution depend on the selected hardware. We do not find	Kindly refer to functional and technical requirements.



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				software, database, clustering tools, integration tools & other	any mention of hardware platform for the proposed solution in the RFP document. In such a scenario it is recommended to opt for an industry standard hardware platform (e.g. Intel x86 etc.) for calculating the database and middleware licenses. Please confirm.	To be taken on industry standards
42	Oracle	Section IV	109	The solution should be based on shared and reusable architectures ... The enterprise is to use service oriented development approaches where enterprise-wide opportunities for leverage exist but not at the expense of architectural complexity or functionality	We understand NEEPCO wants to use a modern integration platform which can be used for enterprise-wide integrations between applications (no point-to-point interface) and data using service-oriented approach. Please confirm.	Bid conditions prevail
43	Oracle	Section IV	113	Document management system requirements	Please provide following details for sizing the document management system -- number of total users and concurrent users for document management system- number of users who can author and publish documents- total number and volume of documents	Part of Bidder's "As-is" assessment and Bidder to provide industry best practices.
44	Oracle	Section IV	113	Document management system requirement	Approx. growth projections We assume NEEPCO would be looking for the document management system to have strong interoperability and native compatibility with the new ERP system, supporting for both standard-based as well as out-of-the-box native adapter-based approach; so business users can access, view and initiate tasks on documents associated with transactions directly from ERP. Please confirm	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
45	Oracle	Section IV	113	Document management system requirement	We assume that the DMS must support easy configuration-based approach to define new workflows for documents, as opposed to lots of custom code development. Please confirm	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
46	Oracle	Section IV	113	Document management system requirement	We assume that the DMS should support easy imaging and document extraction for current or future requirements of completely automated paperless process. Please confirm	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
47	Oracle	Section IV	113, 114	Workflow management This should also support creation of secondary workflow by any user in the main workflow, during any stage of the	Please confirm if we need to consider ability to augment ERP processes with additional custom workflows, case management, or business process management. Some of the requirements stated indicates more extensive	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide



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				parent workflow and keep track of the same along with the parent workflow.	capabilities (e.g. child workflow instance, track document threads against a court case, dispute etc.) and hence the question	solutions as per industry standard for NEEPCO
48	Oracle	Section IV	118	The solution should have features available to support non-developers to develop new reports / query	Please confirm if the solution should cater to typical functionalities like visualization with charting, drill-down navigation, integration with machine learning models etc. How many business users should we considered for such adhoc reports	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
49	Oracle	Section IV	119	Integration technical requirements - The solution should provide standard interfaces and adapters for interfacing with popular applications including other ERP(s)	Please mention if any specific adapters are required for specific ERP package/proprietary COTS products. Or does the requirement simply implies that the integration platform should have such adapters conforming to applicable industry-standards (e.g. JCA) and features for extension?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
50	Oracle	Section IV	118	Integration technical requirements	We assume NEEPCO must be looking for advanced functionalities from the proposed integration platform beyond standard integration features e.g. advanced BAM dashboards, managed file transfer, B2B, mobile services, complex event processing for easy IoT integration etc. Please confirm	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
51	Oracle	Section II	57	The integration should be on-line real time or batch where appropriate and to operate in an automated fashion not requiring manual intervention	Please provide details of batch interfaces for bulk upload/download of data to/from other enterprise applications e.g. no of such interface, avg. file size, frequency of load, permissible time window for batch run etc	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
52	Oracle	Section II	57	The integration should be on-line real time or batch where appropriate and to operate in an automated fashion not requiring manual intervention.	Please provide following details for the real-time interfaces to be considered for initial sizing – - Name of the application, type of interface (e.g. web service, message) - No of interfaces - Total and peak rate of messages through the interface - Avg payload size	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
53	Oracle	Section II	56	6.11.1 Data Migration-The data shall be migrated from NEEPCO's legacy systems by Bidder. However not all historical data is required to be migrated. The scope of data migration will be for each of the core and other	Please provide following details for data migration- - Total volume of data to be migrated - Total no of tables and avg. records per table	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO



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				processes identified in the Functional Scope section above.		
54	Oracle	Section II	56	These licenses will be required to be deployed on a centralized server with n-tier architecture and at a later date also on a disaster recovery site (DR) which will act as backup to the main server	1. Can we assume 100% DR i.e. same as DC? 2. Can we consider standard requirements for similar scale ERP deployment e.g. zero data loss protection, incremental backup, rolling upgrade, active standby for reporting workloads etc. 3. Could you elaborate the RTO and RPO requirements?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
55	Oracle	Section II	53	Reports and business intelligence	Please mention number of report users, and no of custom reports and dashboards for initial sizing.	Around 100 custom BI reports are expected by NEEPCO as a part of the solution
56	Oracle	Section IV	119	The solution should run in a clustered environment with a single database server that will run multiple workloads	Please provide estimated total data volume and growth projection that can be considered for initial sizing of the database and storage components	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
57	Oracle	Section IV	119	The solution should run in a clustered environment with a single database server that will run multiple workloads	Can we assume strong security options typically employed by all modern ERP deployments to protect against security breaches e.g. multiple factor based authorization for database level data access, privileged accounts for restricted operations as per DB user's role/responsibility etc.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
58	Oracle	Section IV	119	The solution should run in a clustered environment with a single database server that will run multiple workloads	We strongly recommend encryption of data-at-rest to ensure storage level security for data. Please confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
59	Oracle	Section IV	119	The solution should run in a clustered environment with a single database server that will run multiple workloads	Does the solution need to maintain any database level access control of data?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
60	Oracle	Section IV	119	The solution should run in a clustered environment with a single database server that will run multiple workloads	Please mention peak concurrent users (for web and mobile) the solution must support	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
61	Oracle	Section IV	119	The solution should run in a clustered environment with a single database server that will run multiple workloads	Please confirm if data should be partitioned at DB level e.g. data should be segregated across different sub-org at database level.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
62	Oracle	Section IV	119	The solution should run in a clustered environment with a single database server that will run multiple workloads	Do we need to consider masking of data e.g. generation of test data?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
63	TCS	ERP License Supply	2, 67	Payment Terms for Supply, Installation, of Software & Licenses: ERP License Supply and Its payment	It is requested to change the payment of ERP license upon immediate delivery and receipt rather than linking it with the installation since HW supply is not under bidder's scope. This would lead to delay in receiving payment for license supply.	Refer Corrigendum No.1, dated 05.10.2018
64	TCS	2. Section II, 5.5.2.1, Page No 35	2, 35	Annual Functional Support	It is suggested to change AFS start date of all third party software. AFS period of 3 years for all third party software should start from date of delivery of those software instead of date of last site rollout. Else Neepco is requested to consider the ERP license from the bidder as the price to procure directly from the OEM if the it agrees to abide by the Neepco tender norms for the license procurement and ATS start date.	Bid conditions shall prevail
65	TCS	3. Section III, 3.5 Page No 6	3, 6	Acceptance / Rejection of bids. "In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, the Owner reserves the right to reject the Bid and forfeit the EMD."	It is suggested to delete this clause.	Bid conditions shall prevail
66	TCS	3. Section III, 24.12, Page No 17	17	As security for due fulfillment of the terms and the obligation for the Annual Technical Support for ERP Product and for the Annual Functional Support for the ERP Solution, the Contractor shall furnish a Bank Guarantee initially valid for a period of 90 days after end of the ATS/AFS period. The amount of the Bank Guarantee will be 10% of the total yearly charges for ATS/AFS. The prescribed Performa for Bank Guarantee shall be same as	It is suggested to delete this clause since ATS / AFS value already included in PBG value mentioned in clause 24.1	Refer Corrigendum No.1, dated 05.10.2018



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				that for Contract Performance Guarantee enclosed at Section-VIII of Bid Document. This would be a separate BG to be provided by the Contractor before the start of AFS/ATS period whichever is earlier.		
67	TCS	Section-1: Notice Inviting Bids; 2.1.4-2.1.7 Section-2: 3.9.1	Page-3 Page-21	As security for due fulfillment of the terms and the obligation for the Annual Technical Support for ERP Product and for the Annual Functional Support for the ERP Solution, the Contractor shall furnish a Bank Guarantee initially valid for a period of 90 days after end of the ATS/AFS period. The amount of the Bank Guarantee will be 10% of the total yearly charges for ATS/AFS. The prescribed Performa for Bank Guarantee shall be same as that for Contract Performance Guarantee enclosed at Section-VIII of Bid Document. This would be a separate BG to be provided by the Contractor before the start of AFS/ATS period whichever is earlier.	It is suggested to delete this clause since ATS / AFS value already included in PBG value mentioned in clause 24.1	Refer Corrigendum No.1, dated 05.10.2018
68	TCS	Section-1: Notice Inviting Bids; 2.1.14	Page-4	<u>Brief Scope:</u> Data collection, cleaning & preparation of migration strategy along with templates	a) Can we assume that sanitized (after cleaning) and validated data will be provided by NEEPCO in templates shared by bidder. The same data will be uploaded into new ERP system by bidder. Kindly confirm b) Can we assume that data will be provided in electronic format for data migration from NEEPCO side. and no data digitization activities need to be carried out ?	As per the industry practice, data shall continue to be owned by NEEPCO. However, Implementation partner would assist in creating right templates and review of data sanctity for the organisation.
69	TCS	Section-1: Notice Inviting Bids; 2.1.14	Page-4	<u>Brief Scope:</u> Data collection, cleaning & preparation of migration strategy along with templates	Doe scope include any data digitization / scanning requirements also. If yes, kindly elaborate	As per the industry practice, data shall continue to be owned by NEEPCO. However, implementation partner would assist in creating right templates and review of data sanctity for the organisation.
70	TCS	Section-2: Instructions to bidders; 3.8.9	Page-19	Deviation from bid document / additional clauses o All Bidders are cautioned that bids containing any deviation from the basic parameters in respect of General Terms and Conditions, Technical Specification as contained in the bid documents, are liable for rejection. o Acceptability / non acceptability of the deviation from the General Terms and Conditions, Technical	We assume that bidders are allowed to submit deviation list alongside proposal (However, NEEPCO may / may not accept them after due evaluation of same). Kindly re-confirm	Kindly refer to Clause No. 3.8.9 - Section-II. Bid conditions prevail



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Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				Specifications as contained in the bid documents, shall be judged by the Owner. The deviations / additional clauses that are considered as acceptable shall be dealt as per the relevant clauses. The Owner shall be the sole judge for assessment of acceptability / non-acceptability of deviations / additional clauses. The decision of the Owner in this respect shall be final and binding.		
71	TCS	Section-2: Instructions to bidders; 5.3.11.12	Page-34	Annual Functional Support (AFS) 24x7 Unlimited Support through telephone/Fax/E-mail/Video Conferencing/ Installation visit as required.	We assume that normal dedicated support will be for 9 hours and 24*7 support over calls will be provided for Severity-1 incidents. Kindly confirm	Bidder to meet functional and technical requirements of the proposed procurement
72	TCS	Section-2: Instructions to bidders; 5.5.2.1.	Page-35	Annual Functional Support (AFS) iv. Provide and apply "free upgrades", updates & patches of the products to NEEPCO as and when released. v. Technical upgrade of the installation to the new version, as and when required.	Request to remove the clause of providing free upgrades during support period. ERP product upgrades are usually large projects and requested to be kept out of support scope. They can be mutually discussed and OK on separate project basis	Refer Clause No. 5.3.11.9 & Clause No.5.3.11.11 of Section II (Page No. 34/71). Bid conditions prevail
73	TCS	Section-3: General Conditions of the contract; Point No-33	Page-21	Third Party Audit NEEPCO can opt to arrange a 3rd party audit during/after completion of the engagement and the cost for the same will be borne by NEEPCO.	Can we assume that ERP OEM audit cost will also be borne by NEEPCO as and when required? Kindly clarify	Bid Condition prevail. ERP OEM audit is in scope of Bidder as per the RfP
74	TCS	Section-2: Instructions to bidders; 6.16	Page 64 - 66	ERP OEM audit report as part of deliverables for different phases as mentioned in table	Bidder suggests that OEM audit exercise be carried out at 2 stages – - Business Blue-printing phase and Pre Go-live phase. Kindly confirm if it's fine.	Standard industry practices for ERP solution are expected from the Bidder in meeting the functional requirements of the tender.
75	TCS	Section-2: Instructions to bidders; 6.16	Page 64 - 66	Hardware OEM audit report as part of deliverables for different phases as mentioned in table	Since Hardware procurement is not part of scope and bidder will assist with hardware BoM preparation and RFP preparation hence it's suggested that Hardware OEM audit reports be excluded from deliverables. Kindly confirm.	Standard industry practices for ERP solution are expected from the Bidder in meeting the functional requirements of the tender. - Bid conditions prevail
76	TCS	Section-2: Instructions to bidders	NA	NA	Wanted to confirm if NEEPCO is comfortable in case bidder proposes cloud based Software as a Service (SaaS) solution to meet some of the requirements. E.g., Ariba or Success factor etc. as SaaS solutions to meet specific requirements. Or, there is any specific preference towards on-premise solutions only.	Standard industry practices for ERP solution are expected from the Bidder in meeting the functional requirements of the tender.



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Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
77	TCS	Section-2: Instructions to bidders	NA	NA	Since the roll-outs have to be done at multiple locations, can the bidder assume that travel / lodging/ boarding for project associates outside base location (Shillong) for project purpose will be provided for by NEEPCO. Kindly confirm	This will be in bidder's scope. However, accommodation at site will be provided by NEEPCO subject to availability on chargeable basis.
78	TCS	Section-2: Instructions to bidders	NA	NA	During functional support period, the bidder can choose to deploy the support team at onsite / offshore / mix of both however SLAs will be adhered to. Kindly confirm	Bidder is free to choose the approach for resource deployment, however minimum on site resource deployment has been specified - Kindly refer to clause No. 5.9.4 - Section-II
79	TCS	Section - 4: Technical Specification; 2.3.1	Page - 121	Listing of Current softwares available at NEEPCO	Kindly suggest that which systems will need to be integrated with ERP system at NEEPCO.	While NEEPCO shall endeavor to reduce the integration of softwares, however it shall be OK on business blueprint stage
80	TCS	Section - 4: Technical Specification; 2.3.1	Page - 37	<u>Annual financial planning and budgeting</u> Given the different formats for budget preparation, system should prepare budget work head wise, budget head wise and system head wise	Any planning tool to be considered for the preparation based on formats for budget preparation .Kindly clarify.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
81	TCS	Section - 4: Technical Specification; 2.4.14	Page - 40	<u>Treasury Management</u> System should maintain and update the interest rates and foreign currency rates by having link with reuters etc.	It has been mentioned in Remarks that system should maintain and update interest rate and Foreign currency rates by having an electronic down load facility with reuters etc. - Kindly clarify whether interface to be considered or down load and upload of the rates through a program.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
82	TCS	Section - 4: Technical Specification; 2.4.19	Page - 40	<u>Treasury Management</u> System should maintain bankwise LC (Letter of credit) Limits	Maintaining the Limits or tracking is also included. Kindly Confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
83	TCS	Section - 4: Technical Specification; 2.9.13	Page - 49	<u>General Ledger</u> System should facilitate consolidation of financial statement of group companies which may be in different currency and may be operating with different chart of accounts	1)Are there multiple legal entities to be considered and if so how many legal entities. 2) Is consolidation legal or financial 3) Any consolidation tool to be considered?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO



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84	TCS	Section - 4: Technical Specification; 8.10.1, 8.10.2	Page - 106	<u>Commercials</u> Accounts receivable disputes should be managed from inception to resolution (This would include the ability to maintain comprehensive notes, history of the account, issue of overdue notices, management of debt collection etc.) While information on accounts receivables should be available through finance, collection management should be able to should be undertaken through the commercial department.	Kindly clarify whether any separate dispute Management tool to be implemented.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
85	TCS	Section - 4: Technical Specification; 8.4.1	Page - 105	<u>Sales Forecasting for annual business planning</u> Sales forecasts should be produced that incorporate internal and external data and NEEPCO defined business rules (The sales forecasts must should be capable of being presented at a rolled up or on a detailed basis, for example, detailed regional and plant sales forecasts)	Kindly clarify whether planning tool to be considered for Sales forecasts for annual planning?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
86	TCS	Section - 4: Technical Specification; 7.7.1, 7.7.2	Page - 93	<u>Activity Based Budgeting</u> All information such as material, manpower and contracting resource availability should be made available for the preparation of maintenance budgets consisting of user defined formats	Kindly clarify whether business planning tool to be considered for same.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
87	TCS	Section - 4: Technical Specification; 1.30	Page - 36	<u>Functionalities of Hindi Department</u> ERP Solution should be able to cater to the requirements of the Hindi section, including training, meetings, etc.	Kindly elaborate the requirements and where all it will be needed ?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
88	TCS	Section - 4: Technical Specification; 1.2.6	Page - 4	<u>Policies and procedures, Service rules, Maintaining service book, Employee self-service</u> Provide links to the important items hosted in various external websites / in-house websites/ intranet e.g. important circulars/ instructions/ policy documents etc.	Kindly clarify: where you need such information to be captured.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
89	TCS	Section - 4: Technical Specification; 1.2.8	Page - 4	<u>Policies and procedures, Service rules, Maintaining service book, Employee self-service</u> Define the structure and members of all employee Unions and Associations along with information of their registered office, office bearers etc.	Kindly clarify: Where you want to maintain this structures of unions and associations along with existing org structure or separately outside ERP system?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

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90	TCS	Section - 4: Technical Specification; 1.2.11-12-13	Page - 5	<u>Policies and procedures, Service rules, Maintaining service book, Employee self-service</u> Process cases for constitution of committees and reconstitution (service review committee, interview panel, policy review committee, any statutory committee etc.)	Kindly elaborate in more detail.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
91	TCS	Section - 4: Technical Specification; 1.2.46	Page - 7	<u>Policies and procedures, Service rules, Maintaining service book, Employee self-service</u> Maintain list of government hospitals / recognized hospitals by NEEPCO and provision for updating of the same	Kindly clarify: the purpose of this requirement and where you want to use?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
92	TCS	Section - 4: Technical Specification; 1.2.61-62	Page - 9	<u>Policies and procedures, Service rules, Maintaining service book, Employee self-service</u> Integrate the APR reminders with appraisal module; finalization of self-assessment (notification to the competent authority) only when APR is filled by the particular employee	Kindly clarify the existing process flow in APR system which you need to integrate with ERP.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
93	TCS	Section - 4: Technical Specification; 1.3.26	Page -13	<u>Training & Development</u> Upload external brochures or training programme received from external institutes	Kindly clarify: Where you want to upload and display to employees.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
94	TCS	Section - 4: Technical Specification; 1.4.5	Page - 15	<u>Recruitment, Manpower planning</u> Define ex cadre positions for appointment – User defined entries (Integrate with payroll)	Kindly elaborate in more details.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
95	TCS	Section - 4: Technical Specification; 1.4.56	Page - 17	<u>Recruitment, Manpower planning</u> Generate report for all the above functionalities with a provision for dynamic querying	Can you please list out the precise report requirements in recruitment, manpower planning process?.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
96	TCS	Section - 4: Technical Specification; 1.5.29	Page - 20	<u>Promotion, Regularization / Probation, Appraisal process</u> Define the format for departmental accounts exam as provided by HPTI	Kindly explain this activity of HPTI in details.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO

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97	TCS	Section - 4: Technical Specification; 1.5.33	Page - 20	<u>Promotion, Regularization / Probation, Appraisal process</u> Configure deemed date promotions (back dated) (Integrate with disciplinary cases)	Kindly clarify on back dated?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
98	TCS	Section - 4: Technical Specification; 1.7.10	Page - 25	<u>Changes in Employment status</u> Payroll, Disciplinary cases	Is this related to record proceedings of disciplinary cases? If yes, then what is expected w.r.t payroll ?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
99	TCS	Section - 4: Technical Specification; 1.11.1-2-3	Page - 32	<u>Receipt / Dispatch</u> Create a format for recording all sorts of communication received or sent by the company	Request to keep this outside ERP scope. Kindly confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
100	TCS	Section - 4: Technical Specification; 1.13.5	Page - 33	<u>RTI and other queries</u> Track the RTI application w.r.t the audit trails of the application - Initiated, closed, send to which department	Request to keep this outside ERP scope. Kindly confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
101	TCS	Section - 4: Technical Specification; 1.17.1	Page - 35	<u>Sports</u> System should have functionalities for organizing sports meet. Maintaining PSCB Calendar for hosting event, Intimating all member organizations of PSCB for date and time of event with the duration, recording of committees for calculating budget estimates for hosting event, Issuing circulars soliciting nominations from interested players from NEEPCO with endorsement of respective controlling officers	Request to keep this outside ERP scope. Kindly confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
102	TCS	Section - 4: Technical Specification; 1.19.1	Page - 35	<u>Media & Event Management</u> There needs to be provisions for alerts / reminders based on status of action plan, milestones etc.	Request to keep this outside ERP scope. Kindly confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

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103	TCS	Section - 4: Technical Specification; 1.20.1	Page - 35	<u>Interaction with media, public, etc.</u> Repository of interactions, media contacts. with appropriate storage/display facilities	Request to keep this outside ERP scope. Kindly confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
104	TCS	Section - 4: Technical Specification; 1.21.1	Page - 35	<u>Track effectiveness of plan</u> Effectiveness of PR activities needs to be captured through surveys and effectiveness tracked budget utilization should be monitored	Request to keep this outside ERP scope. Kindly confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
105	TCS	Section - 4: Technical Specification; 1.22	Page - 35	<u>Reservation Cell</u> All functions of reservation call being undertaken currently would be mapped in ER system	Kindly elaborate in details about Reservation Cell?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
106	TCS	Section - 4: Technical Specification; 1.23	Page - 35	<u>Welfare Facilities - grant of scholarship to wards employees</u> All functions taken up would be mapped through document management in ERP solution	Request to keep this outside ERP scope. Kindly confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
107	TCS	Section - 4: Technical Specification; 1.24	Page - 35	<u>Schooling facilities for the children of employees posted at the project and</u> All functions taken up would be mapped through document management in ERP solution	Request to keep this outside ERP scope. Kindly confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
108	TCS	Section - 4: Technical Specification; 1.25	Page - 35	<u>Integration with existing APAR system to be undertaken</u> APAR- Annual Performance Appraisal Reporting system implemented by NEEPCO-Documentation of the system would be readily available with the Bidder at the time the implementation.	Kindly clarify the process flow and scope of APR system.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
109	TCS	Section - 4: Technical Specification; 1.27.1	Page - 36	<u>Media & Event Management</u> There needs to be provisions for alerts / reminders based on status of action plan, milestones etc.	Request to keep this outside ERP scope. Kindly confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
110	TCS	Section - 4:	Page - 36	<u>Interaction with media, public, etc.</u>	Request to keep this outside ERP scope. Kindly confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is"



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
		Technical Specification; 1.28.1		Repository of interactions, media contacts. with appropriate storage/display facilities		assessment and provide solutions as per industry standard for NEEPCO
111	TCS	Section - 4: Technical Specification; 1.29.1	Page - 36	Track effectiveness of plan Effectiveness of PR activities needs to be captured through surveys and effectiveness & tracked budget utilization should be monitored	Request to keep this outside ERP scope. Kindly confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
112	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 3 of 9	resource deployment plan	Resource deployment plan is already committed in the response. Hence, it should be excluded from the 1st set of deliverables post award, as deployment will be a Implementation Partner prerogative for completion of milestone and it cannot be committed in a quantitative manner immediately on award.	Bid condition prevail
113	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 3 of 10	Presentation to NEEPCO management on the functionality of the ERP system	Request pl. postpone it to Pre UAT phase, as it will not be effective if system demo is given without NeepCo related functionality on project initiation	To be mutually OK between NEEPCO and selected party post award
114	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 3 of 11	process re-engineering	Request pl. confirm that Business Process Reengineering is out of scope.	Bid condition prevail
115	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 3 of 12	Bidder may also explore cloud and collocation or IaaS options for deployment of the solution	NeepCo may kindly close this decision prior to award of contract to Implementation partner, as it will delay the procurement of Infra	Bid condition prevail
116	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 3 of 13	Preparation of Bill of Material (BoM) for IT and non-IT infrastructure	Request pl. exclude Non IT infra from Implementation Partner Scope of Work, and only providing the Technical Specifications in consultation with NeepCO should be in Scope of Work.	Bid condition prevail
117	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 4 of 13	Assistance in preparation of RfP for IT infrastructure procurement as per BoM.	Request pl. confirm that NeepCO will make additional prorata wise payment to the Implementation partner of the cost of Implementation due to delay in procurement of infrastructure by NeepCo.	Bid condition prevail
118	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 4 of 13	Provisioning of Servers & associated hardware/software of suitable configuration required for Training, Development & Configuration	Request pl. confirm that NEepCO will provision additional server for Production Copy Viz. Pre-Production for maintaining a snapshot of the transactions at every quarter closure for seamless financial closure in every qtr, other than server for Development, Testing, Training and UAT.	Hardware procurement would be determined by the solution of the Bidder. The same shall be finalised within 2-3 months of commencement of the project.

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

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119	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 4 of 13	Data collection, cleaning & preparation of migration strategy along with templates	Request pl. confirm that Data cleaning is a NeepCo activity since Neepco is the owner of the data to be provided to the Implementation partner for upload and hence, implementation partner can only assist and not own the cleaning of the data to be provided by NeepCO.	As per the industry practice, data shall continue to be owned by NEEPCO. However, implementation partner would assist in creating right templates and review of data sanctity for the organization.
120	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 4 of 13	Testing & operationalization of DC & DR replication	Request pl. confirm that replication between DC & DR is out of scope for the Implementation partner as it is entirely an Infra SI activity, and Implementation partner for ERP can no way be involved or responsible for this DC-DR replication activity. This has to be included in the Scope of Work to be specified in the RFP for DC-DR Infrastructure.	Solution replication for DC and DR would be in the scope of Bidder. Refer - Clause 6.16-Section-II
121	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 4 of 13	Migration of legacy data to the ERP system	Request pl. confirm that Migration of legacy data will be restricted to the closing balance and open line items data on the cutover date. Request pl. confirm that , no data of previous months or previous years from manual source or legacy source can be or will be uploaded in the ERP system .	While NEEPCO shall endeavor to reduce the migration of legacy data, however it shall be OK on business blueprint stage -Refer Clause 6.11 -Section-II
122	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 4 of 13	Operational training to the NEEPCO team on Operation & Maintenance of DC & DR	Request pl. confirm that , Operational training to the NEEPCO team on Operation & Maintenance of DC & DR is out of scope, since it will be in the Scope of work of the System integrator who will be awarded the order for the procurement, commissioning and maintenance of the infrastructure	Operation and maintenance of infrastructure of DC and DR is out of scope for the bidder.
123	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 4 of 13	Functional training to the NEEPCO team on the Module wise ERP functions	Request pl confirm that, Functional training to the NEEPCO team on the Module wise ERP functions will be provided after UAT sign off, as no training will be effective, unless the NeepCO team sees their own business functions in the system. Additionally, there will be zero effectiveness of any system based training, unless training is provided, prior to system handover with final solution as per UAT sign off.	Functional requirements of the bid need to be fully complied by Bidder. The schedule for trainings shall be OK by NEEPCO at the stage of Business Blueprint.



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
124	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 4 of 13	Resource deployment for operation of DC & DR for 5 years from the last site roll-out	Request pl. confirm that, Resource deployment for operation of DC & DR for 5 years from the last site roll-out is out of scope, as Annual Maintenance Support of the ERP system is no way related directly to the operation of DC & DR, and Implementation partner does not need to deploy manpower specifically at DC & DR for operation of DC & DR, since operation of DC & DR is out of scope for the implementation partner for ERP	Refer corrigendum No. 1 dtd. 05.10.2018
125	TCS	1.Section-I. Notice Inviting Bids. 2. Brief scope	Page 4 of 13	The entire scope of the work must be completed within 23 months from the date of issue of the Letter of Intent	Request pl. amend it as 23 months from the date of signing of contract, as internal processing and approvals are not feasible without receipt of the copy of the signed contract	Refer corrigendum No. 1 dtd. 05.10.2018
126	TCS	1.Section-I. Notice Inviting Bids. 3. Indicative timelines of implementation	Page 4 of 13	Bill of Material (BoM) for IT and non-IT infrastructure (Hardware, DC & DR, etc.) and finalisation of technical specification	Request pl. ensure that the decision on Infrastructure hosting options viz. On premise or cloud are completed before hand since, this will delay the completion of the project, and all milestones, due to reasons for which implementation partner is not responsible. Additionally, pl. descope the Scope of work of providing the Bill of Material for Non -IT infrastructure, as such items are no way related to either ERP implementation or compute/ storage/ network items for hosting of ERP system infrastructure.	Bid condition prevail- The decision for on premise/ on cloud would be taken post the selection of bidder taking into account the solution proposed and any restrictions in one mode vs another. Scope of work for Bill of Material for Non IT infrastructure shall remain a part of the scope - Bid conditions prevail
127	TCS	1.Section-I. Notice Inviting Bids. 3. Indicative timelines of implementation		Successful Pilot phase- Go-Live	Request pl. do not specify the month of Successful Pilot phase- Go-Live as it is completely dependent on the Quarterly closure date of NeepCo, as the same date from NeepCO will be uploaded. Such, in most cases, this 14th month may not match with NeepCo quarter closure date. NeepCo should only specify that the completion of roll out should be within the 17th month, so that there is no overall schedule slippage upto the last go live of all roll out locations.	Bid condition prevail
128	TCS	1.Section-I. Notice Inviting Bids.	Page 5 of 13	Post Go-Live Support & Stabilization 23 months	In case payroll period of NeepCO is from March to February, then request pl. add at least 1 year from the 1st Go Live, since Payroll may not go live from the 1st Go live date, and may be feasible to go live from the month of March of the	Bid condition prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
		3. Indicative timelines of implementation			next year post Go live. Accordingly, Form 16 will be feasible to be rolled only from the next financial year post payroll Go Live. Thus, NeepCO considers only 23 months as implementation period, then both payroll and Form 16 may not be finally be feasible to be implemented and rolled out within 23 months as explained above, if the total contract period is not extended.	
129	TCS	1.Section-I. Notice Inviting Bids. 4.1 Eligibility Criteria for Bidder (Individual firm/ Company)	Page 5 of 13	Bidder must have CMM/CMMI Level 5 certification as on date of submission of bid	Request pl. delete CMM, and keep only CMMI Level 5 certification to ensure quality bidders and prevent confusion amongst bidders.	Bid condition prevail
130	TCS	1.Section-I. Notice Inviting Bids. 4.1 Eligibility Criteria for Bidder (Individual firm/ Company)	Page 5 of 13	Bidder must have a functional 24x7 support center for the offered ERP product in India	Request pl. delete this support centre, as there is no such support to NeepCo can be provided from a functional 24x7 support centre.	Bid conditions prevail
131	TCS	Section II: Instructions to Bidders 3.1 Timelines of the process	Page 11 of 71	Release of final LOI	NeepCo has mentioned release of LoI as the last step. Request pl. clarify on whether you will not release LoA and whether there will not be any separate contract agreement signed in between NeepCo and the Implementation partner post LoA .	Refer Corrigendum No.1, dated 05.10.2018
132	TCS	Section II: Instructions to Bidders 3.8.3 Stage 2: Evaluation of techno-commercial bids	Page 11 of 71	3.8.9.2 The following clauses of the Tender document are non- deviable: 7 Time Schedule for Project Completion	In case payroll period of NeepCO is from March to February, then request pl. add at least 1 year from the 1st Go Live, since Payroll may not go live from the 1st Go live date, and may be feasible to go live from the month of March of the next year post Go live. Accordingly, Form 16 will be feasible to be rolled only from the next financial year post payroll Go Live. Thus, NeepCO considers only 23 months as implementation period, then both payroll and Form 16 may not be finally be feasible to be implemented and rolled out within 23 months as explained above, if the total contract period is not extended. Hence, request pl. extend the project completion duration accordingly, considering the above, so that it remains non deviable.	Bid condition prevail. Any operational challenges/ suggestions shall be taken up at the time of business blueprint stage.

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
133	TCS	6.Section-VI. Data Sheets. Data sheet 5: Technical Compliance	Page 13 of 22	The Bidder shall indicate against each field in the detailed Functional and Technical Scope (as per Section IV) whether the system has the capability in that particular field, i.e. 'Yes' if it can provide the functionality in the respective field and 'No' if it doesn't have the required capability in that field	Request pl. amend so that both Implementation Partner and the ERP OEM signs this document. This is critical as ERP license will be proposed by ERP OEM, and it is SOLELY FEASIBLE for the ERP OEM only to map the compliance to the detailed Functional and Technical Scope (as per Section IV), based on the ERP license they will propose. Hence, it will lead to major complications and issues, if ERP OEM does not countersign the filled in version of the detailed Functional and Technical Scope (as per Section IV) to prevent any conflict later on, which delays the overall project post award.	Bidder shall be the single point of contact for NEEPCO. Any interactions with ERP OEM would be done by Bidder. Bid conditions shall prevail.
134	TCS	6.Section-VI. Data Sheets. Data sheet 11: Project Schedule	Page 13 of 22	Key Activities of Work (Including hardware procurement schedule)	Request pl. descope the hardware procurement schedule as it is not within the Scope of Work of the Implementation partner. The Implementation partner will only support the preparation of the Technical Specifications.	Bid conditions shall prevail
135	TCS	Section II: Instructions to Bidders 3.9.1 Approach and Methodology	Page 21 of 71	The bidder should provide report or presentation	Since presentation is mandatory, request pl. confirm whether the bidders should submit the presentation deck itself as part of the proposal for the mentioned items in the given list, which will be discussed during the actual presentation.	Presentation is a part of technical evaluation. A hard copy of the presentation would be needed by NEEPCO for evaluation at the stage of bid submission. However, Bidder would be free to make updations till the stage of final presentation to be made to NEEPCO bid evaluation committee. A hard copy of the Revised presentation with authorized signature to be submitted to the Committee.
136	TCS	Section II: Instructions to Bidders 3.9.1 Approach and Methodology	Page 22 of 71	Business Process Re-engineering (BPR)	Request pl. descope Business Process Re-engineering (BPR) since Scope of work of the RFP is limited to ERP implementation and support.	Bid condition prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
137	TCS	Section II: Instructions to Bidders 3.9.4 Manpower availability for ERP implementation	Page 22 of 71	Functional (Commercial) Expert	Request pl. specify on the ERP modules that NeepCO has tagged with this specific role.	Please refer section IV (Section 8) for role requirements
138	TCS	Section II: Instructions to Bidders 4.1 Responsibilities of NEEPCO	Page 27 of 71	Mobilize appropriate personnel from the Owner and constituent organizations	Request pl. confirm that the Core ERP team of NeepCo will NOT be dispersed across states or locations, but will be centrally located in Shillong for discussion, demo and sign offs of all deliverables across this implementation and support. Request pl. confirm that the Core ERP Team of NeepCO will be the designated Process Owners of all the modules of ERP which are in scope, and will not be transferred/retired/changed, during the entire duration of the project till completion of the last roll out.	Operational ease in implementing the project shall be taken in account. However, Bidder needs to fully comply with technical and functional requirements of the procurement.
139	TCS	Section II: Instructions to Bidders 4.1 Responsibilities of NEEPCO	Page 27 of 71	Facilitate the training programs (preferably at Owner's premises) when	Request pl. confirm that Neepco will make arrangement for desktop, network connectivity, white board, projector, food and refreshment, travel arrangement for all participants of each training at each location. It will not be feasible for the implementation partner to arrange above at client locations considering the huge challenges which will imply to be an impossibility at client locations.	Confirmed, the same shall be provided by NEEPCO for project locations.
140	TCS	Section II: Instructions to Bidders 4.1 Responsibilities of NEEPCO	Page 27 of 71	the entire training material with distribution to all participants in hard copy and soft copy	Considering green IT initiative, request pl. confirm that the participants shall use only soft copy, and only 1 set will be submitted as formal proof of each deliverable centrally at NeepCo office for record and reference.	Confirmed
141	TCS	Section II: Instructions to Bidders 4.1 Responsibilities of NEEPCO	Page 27 of 71	the Bidder shall facilitate all logistic, boarding and lodging arrangements	Request pl. provide the approx cost of hiring of guest house or transit quarter per day at each of the implementation location, as it will enable bidders to optimize cost	Bid condition prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
142	TCS	Section II: Instructions to Bidders 4.1 Responsibilities of NEEPCO	Page 28 of 71	In order to facilitate the smooth functioning and able administration of the initiative, the Owner shall on a reasonable effort basis, as far as practicable provide support for the infrastructure and material inputs required from the Owner (directly required under the project/ initiative).	Request pl. confirm that all the locations for implementation under the current Scope of Work for this RFP, are all connected to each other through single network so that, all can access the Development server during development of solution testing and training across all locations.	Networking between project locations and corporate office would be in the scope of NEEPCO. A separate initiative is being run and the same shall be made available to the Bidder in the "As-is" assessment.
143	TCS	Section II: Instructions to Bidders 4.1 Responsibilities of NEEPCO	Page 28 of 71	local logistics, boarding and lodging/ accommodation costs of the Bidder shall be borne by the Bidder	Request pl. confirm that, the local logistics will be arranged by NeepCo, since it is expected that travelling to the Hydro generation station etc. will be a challenge, if not supported by NeepCo, based on prior joint planning.	This will be in bidder's scope. However, accommodation at site will be provided by NEEPCO subject to availability on chargeable basis.
144	TCS	Section II: Instructions to Bidders 4.1 Responsibilities of NEEPCO	Page 29 of 71	Provided further that for the purposes of the above obligation, the Bidder shall ensure that such reviews & approvals are sought at least 21 working days prior to its intended utilization so as to allow the Owner adequate time to complete protocols in connection therewith	Request pl. confirm that this notice period of 21 days in case of reviews and approvals will not be tenable considering the implementation period, and the number of deliverables. It is required that the Core ERP team of NeepCO to be dedicated for this project , which is ensure that , such 21days of notice period for reviews and approvals is not required, which will delay the implementation project .	Bid conditions shall prevail
145	TCS	Section II: Instructions to Bidders 4.1 Responsibilities of NEEPCO	Page 29 of 71	Owner will provide the following facilities to the successful Bidder: Office seating space (Central location), Network connectivity, Internet for the Project Team.	Request pl, confirm that, such facilities will be provided at each of the implementation location. Request pl. confirm that, all implementation locations are connected by WAN else, request pl. confirm that, all Core ERP team who are the Process owners across the various implementation locations like Hydro generation units will come to the central location for discussion, demo and sign off of the deliverables, at each phase of the implementation phase.	Networking between project locations and corporate office would be in the scope of NEEPCO. A separate initiative is being run and the same shall be made available to the Bidder in the "As-is" assessment.
146	TCS	Section II: Instructions to Bidders 5.1 Project preparation and inception	Page 29 of 71	The roles and responsibilities for the project team along with support arrangements that are expected from NEEPCO need to be jointly arrived at and have to be signed off between the successful Bidder and NEEPCO	Request pl. confirm that the Core ERP team of NeepCo will be dedicated for the project and will be deployed prior to the award of Lol to the implementation team to prevent delay in the project initiation.	Core ERP team of NEEPCO has already been identified and same shall be made available for supporting the bidder at the stage of Lol.



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
147	TCS	Section II: Instructions to Bidders 5.1 Project preparation and inception	Page 29 of 71	detail and integrated Project Plan	Request pl. confirm that such project plan will be dynamic in nature to reflect the current status, and dependencies on both parties.	Bidder needs to meet the project schedule and contracting timelines.
148	TCS	Section II: Instructions to Bidders 5.1 Project preparation and inception	Page 29 of 71	The successful Bidder shall also provide an initial training to the NEEPCO ERP Core team	Request pl. confirm that, it is okay to have this training, without availability of any ERP system access, as it will not be feasible for 1st couple of months, to configure the ERP Development Server and it will delay the training, if the implementation partner waits for the system to be configured.	Bid conditions shall prevail. Bidder needs to undertake an "As-is" assessment and suggest implementation routes for the ERP implementation. Under the same, training logistics and timelines can be mutually OK.
149	TCS	Section II: Instructions to Bidders 5.2 Business process standardization and harmonization	Page 30 of 71	Owner has units having various processes running, Bidder should be able to recommend the Owner on how to standardize and harmonize the business processes based on standard and global best practices available in their ERP solution	Request pl. confirm that the CMD/ MD and the Board of Directors will be part of the Monthly steering committee, so that, such changes in business processes, whenever proposed, gets discussed during Steering Committee and can thus get approved in minimum time and do not lead to delay in project	The ERP project for NEEPCO is of high priority. The same is and shall be monitored for progress at CMD/ MD/ Board of Director level.
150	TCS	Section II: Instructions to Bidders 5.2 Business process standardization and harmonization	Page 30 of 71	Assist the Owner in forming a systems group, for executing and maintaining the standardization program	Request pl. descope the activity of forming a system group for maintaining the standardization program, as it will not be feasible to train NeepCO officials during the contract period , to take over, and manage so as to maintain the standardization program	Bid conditions shall prevail
151	TCS	Section II: Instructions to Bidders 5.3 Supply of ERP licenses and software	Page 30 of 71	along with the source code	Since NeepCo is purchased the ERP software from the ERP OEM, it will not be feasible for the Implementation Partner to provide the same. Post implementation , neepCo may get the same after requesting ERP OEM for getting the source code..	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
152	TCS	Section II: Instructions to Bidders 5.3 Supply of ERP licenses and software	Page 30 of 71	The licenses shall be supplied by the Bidder only on the basis of written requisition of the Owner.	Request pl. remove this clause, and include license delivery immediately on award of contract or contract signing, since there is a considerable time involved, in license delivery which is required for installation of the development server, which is primary for the project to make progress.	Refer Corrigendum No.1, dated 05.10.2018
153	TCS	Section II: Instructions to Bidders 5.3 Supply of ERP licenses and software	Page 30 of 71	Employee self-service (ESS) 1508	Request pl. confirm the total number of users who will be provided with ESS access since all transactional users can also have ESS access, making the total number of ESS users to 1508 + 800 = 2308 Request pl. specify the total employee strength for NeepCo as on date. It should not surpass 2308.	Refer Corrigendum No.1, dated 05.10.2018
154	TCS	Section II: Instructions to Bidders 5.3 Supply of ERP licenses and software	Page 30 of 71	In order to avoid risk of buying more licenses, NEEPCO may obtain less than the above-mentioned licenses initially and have a rate contract with the Bidder to procure additional licenses at the same rate as and when required in the next few years.	Neepco should finalize the number of licenses during the issuance of Corrigendum post Pre Bid meeting, as it is a part of the Price Schedule, and such changes post award, may lead to be a challenge to resolve. Request pl. remove such flexibility in the count of licenses, which will be a hindrance to the bidders.	Refer Corrigendum No.1, dated 05.10.2018
155	TCS	Section II: Instructions to Bidders 5.3 Supply of ERP licenses and software	Page 30 of 71	licenses (Latest version).	The version of the license that will be installed and finally implemented, will be the one, that, will be used for demo during Blue print finalization. This is the only technically feasible solution. Request NeepCo to confirm .	Bidder needs to meet the functional and technical requirements of the Bid in full. Industry best practices need to be followed by Bidder in ERP implementation.
156	TCS	Section II: Instructions to Bidders 5.3 Supply of ERP licenses and software	Page 30 of 71	Additional modules & related components software & Licenses (Latest version).	Requesting pl. descope additional modules, as there will be no additional modules which will be implemented which is not specified in the FRS document of the RFP .	Bidder needs to fully meet the technical and functional requirements of the Bid. Any additional licenses/ modules to be provided for meeting the scope in full is in the scope of the Bidder.
157	TCS	Section II: Instructions to Bidders 5.3 Supply of ERP licenses and software	Page 30 of 71	Product Documentation: Two sets of Product Documentation in hard copy and one soft copy to be supplied along with licenses	Request pl. waive the said supply from the implementation partner, as this will be the responsibility of the ERP OEM, and the implementation partner/ bidder has role to play .	Bidder shall be the single point of contact for NEEPCO. Any interactions with ERP OEM for product documentation would be done by Bidder. Bid conditions shall prevail.



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
158	TCS	Section II: Instructions to Bidders 5.3 Supply of ERP licenses and software	Page 30 of 71	5.3.7.1 Core ERP software & licenses (Latest version).	Request pl. confirm that e- delivery of licenses is acceptable to NeepCo. This will prevent delay .	Confirmed
159	TCS	Section II: Instructions to Bidders 5.3 Supply of ERP licenses and software	Page 30 of 71	Licenses specified are only for budgetary purposes. Actual numbers and its phasing would vary with actuals on ground	Request pl. delete this clause, as it is a major challenge to bid, with such clauses as "Actual numbers and its phasing would vary with actuals on ground"	Refer Corrigendum No.1, dated 05.10.2018
160	TCS	Section II: Instructions to Bidders 5.3 Supply of ERP licenses and software	Page 32 of 71	All information that is currently stored in physical files, or recorded on paper is likely to be included in ERP, this includes all approvals	Request pl. delete this clause, as this will not be feasible. ERP system will only cover data, as will be populated through executing transactions for the modules specified in the RFP.	Bid conditions shall prevail. Kindly refer to Clause 6.11 - Section-II
161	TCS	Section II: Instructions to Bidders 5.3 Supply of ERP licenses and software	Page 32 of 71	Employee Self-Service users, who will only be using ERP for viewing their information	Request pl. delete this clause, as entire ERP system, will NOT be visible to the Employee Self-Service users. ESS users will have access to employee level transactions and data, viz. leave, pay etc. ONLY.	Bidder needs to meet the functional and technical requirements of the Bid in full. Industry best practices need to be followed by Bidder in ERP implementation.
162	TCS	Section II: Instructions to Bidders 5.3 Supply of ERP licenses and software	Page 32 of 71	NEEPCO may implement common accessing points at different project offices for all employees.	Request pl. ensure that NeepCo purchases ERP ESS licenses for all employees, if NeepCO wishes to provide ESS access to all employees.	Refer Corrigendum No.1, dated 05.10.2018
163	TCS	Section II: Instructions to Bidders 5.4 Supporting NEEPCO in procurement,	Page 32 of 71	Preparation of Bill of Materials	Requesting NeepCO to ensure that the hosting model viz. on premise / cloud be decided prior to the award of Lol to prevent delay of project schedule post award.	Bid condition prevail- The decision for on premise/on cloud would be taken post the selection of bidder taking into account the solution proposed

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
		installation and commissioning of IT Infrastructure				and any restrictions in one mode vs another. Scope of work for Bill of Material for Non IT infrastructure shall remain a part of the scope - Bid conditions prevail
164	TCS	Section II: Instructions to Bidders 5.4 Supporting NEEPCO in procurement, installation and commissioning of IT Infrastructure	Page 33 of 71	The Bidder shall provide a confirmation from ERP OEM with regard to the Bill of Materials.	Request pl. waive this, so that NeepCo arranges this confirmation from ERP OEM after Implementation Partner provides the same to NeepCo.	Bidder shall be the single point of contact for NEEPCO. Any interactions with ERP OEM for product documentation would be done by Bidder. Bid conditions shall prevail.
165	TCS	Section II: Instructions to Bidders 5.4 Supporting NEEPCO in procurement, installation and commissioning of IT Infrastructure	Page 33 of 71	The Bidder will also have to prepare and implement the Business Continuity Plan and Disaster Recovery Strategy for the NEEPCO in consultation with the Purchaser	Request pl. descope from the Scope of Work for the implementation partner, as it is to be entirely taken care of, by the SI who will be awarded the SoW of procurement of Infrastructure. It is no way related to the ERP implementation project and support.	Bid conditions shall prevail
166	TCS	Section II: Instructions to Bidders 5.5 Annual Technical support (ATS) / Annual Functional Support (AFS)	Page 34 of 71	5.5.1.1: The Bidder shall provide support, maintenance & upgrades 5.3.11.9: Supply & implement free updates 5.3.11.11: Technical upgrade of the installation to the new version	Version upgrades are different projects altogether. It will not be feasible within the scope of this project. Request pl. descope.	Bid Condition prevails



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
167	TCS	Section II: Instructions to Bidders 5.5. 1. Annual Technical Support (ATS)	Page 34 of 71	5.3.11.12 24x7 Unlimited Support	This is a open statement. Request pl. provide specific timelines and scope of work to enable Implementation partner to comply, else 24x7 unlimited support is not feasible to comply since ERP OEM will provide support through its ATS through the support of Implementation partner. Hence, 24x7 Unlimited Support of ATS cascades to 24x 7 support of Implementation partner, as there will no manning of ERP oeM at NeepCo sites .	Bid conditions shall prevail
168	TCS	Section II: Instructions to Bidders 5.5. 1. Annual Technical Support (ATS)	Page 34 of 71	The payments for ATS shall be done progressively as per the licenses being acquired by the Owner.	Request pl. confirm that the payment of ATS will be advance at the beginning of the period of ATS. This is critical, as ERP OEM automatically bills to implementation partner without any prior notice, based on their own ATS billing cycle.	Kindly refer to payment schedule and terms specified under the tender.
169	TCS	Section II: Instructions to Bidders 5.5. 2. Annual Functional Support (AFS)	Page 35 of 71	The Bidder shall have at least 2 functional experts with 4 developers available on need basis for NEEPCO	Request pl. clarify the basis for 2 functional experts with 4 developers, else confirm that , it will be 2 functional experts with 4 developers, as it is impossible to prepare costing for such open ended statements like " at least "	Bidder needs to fully meet the technical and functional requirements of the Bid. For the same, minimum manpower has been provided under the Bid. However, in case Bidder believes that additional manpower shall be required depending upon the solution, the same needs to be budgeted internally by the Bidder.
170	TCS	Section II: Instructions to Bidders 5.5.2. Annual Functional Support (AFS)	Page 35 of 71	Provide and apply "free upgrades"	Version upgrades are different projects altogether. It will not be feasible within the scope of this project. Request pl. descope.	Refer Clause No. 5.3.11.9 & 5.3.11.9 of Section II. Bid Condition prevails
171	TCS	Section II: Instructions to Bidders 5.5.2. Annual Functional Support (AFS)	Page 35 of 71	Technical upgrade of the installation to the new version, as and when required.	Version upgrades are different projects altogether. It will not be feasible within the scope of this project. Request pl. descope.	Refer Clause No. 5.3.11.11 of Section II. Bid Condition prevails.



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
172	TCS	Section II: Instructions to Bidders 5.5.2. Annual Functional Support (AFS)	Page 35 of 71	5.5. 3. Help Desk: The Bidder shall create and maintain a dedicated centralized Help Desk at Shillong	Request pl. confirm that the 2 functional experts with 4 developers mentioned in the RFP will be the Helpdesk team or outside Helpdesk team	Deployment of manpower would depend upon the solution proposed by Bidder and OK by NEEPCO. Bidder needs to fully comply with all bid specifications.
173	TCS	Section II: Instructions to Bidders 5.5.2. Annual Functional Support (AFS)	Page 35 of 71	5.5. 4. Response Time & Resolution Matrix	Request pl. confirm that the Penalty for breach should only be invoked post finalization based on Root Cause analysis submitted, and not simply the data of resolution time. Request pl. confirm that there will no penalty if it is found that, Implementation partner had no role in the breach, even if it exceeds time line, e.g. it was related to a support issue of the Infrastructure System Integrator.	Bid conditions shall prevail
174	TCS	Section II: Instructions to Bidders 5.6 On-site Resource Deployment for Operation of DC & DR	Page 36 of 71	5.6 On-site Resource Deployment for Operation of DC & DR These resources shall be responsible for day-to-day Operation of the DC & DR infrastructure. At any point of time during the project life-span, the ERP System Implementation Partner shall ensure the on-site availability of six (06) resources in DC and six (06) resources for DR site. These resources shall be deployed in three shifts (two resources for each shift of eight hours)	Request pl. descope, as there will no such On-site Resource Deployment for Operation of DC & DR, since there is no such need, as the scope of ERP implementation and support, is distinctly exclusive from DC & DR operations.	Refer Corrigendum No.1, dated 05.10.2018
175	TCS	Section II: Instructions to Bidders	Page 39 of 71	5.7 Program management office technical resources (IT) and functional resources (core and business users) from the Owner	Technical resources (IT) and functional resources (core and business users) from NeepCo should be those whom NeepCO identifies as Process Owners. This is critical to adhere, as they will provide requirement, and will sign off on all deliverables, incl. Blue print, UAT , demos etc., and any lack of decision making empowerment will delay the project to considerable extent.	Bid conditions shall prevail
176	TCS	Section II: Instructions to Bidders 5.8.2.1 Business blueprint design-	Page 39 of 71	and shares the practices followed in other similar implementations.	Request pl. descope as sharing the practices followed in other similar implementations is not part of Blueprint.	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
177	TCS	Section II: Instructions to Bidders 5.8.2.1 Business blueprint design-	Page 39 of 71	The Bidder should carry out solution implementation review at the end of critical phases in the project. This review should be conducted in the functional area (functional modules) identified and across these modules for the purpose of integration	Request pl. descope as solution implementation review at the end of critical phases in the project is a generic statement which is executed during Realization, and post Blue print sign off. It is technically not part of Blue print. Hence, request pl. descope.	Bid conditions shall prevail
178	TCS	Section II: Instructions to Bidders 5.8.2.3 Development design-	Page 39 of 71	5.8.2.3 Development design- Development design will help determine whether the design and implementation adheres to proven standards such as upward compatibility	Request pl. descope if NeepCo cannot provide details of requirement as being envisaged by specifying " proven standards such as upward compatibility "	Bid conditions shall prevail
179	TCS	Section II: Instructions to Bidders 5.8.2.4 Hardware/ Infrastructure solution design-	Page 39 of 71	The Owner also expects that the sizing estimate is backed up by appropriate testing undertaken by Bidder in its solution Centers to validate the sizing estimate	Request pl. descope , as it is not feasible to undertake appropriate testing undertaken by Bidder in its solution Centers to validate the sizing estimate	Bid conditions shall prevail
180	TCS	Section II: Instructions to Bidders 5.9 Team profile and deployment	Page 39 of 71	All resources deployed at any stage of the project should be mandatorily certified for the relevant function/technical module of offered ERP product.	Request pl. descope, as it is not required for ERP OEM certification. As per our experience, it does not add value to the project, and additionally, it will be a major challenge to ramp up team if this condition is not waived.	Bidder needs to have a solution based manpower deployment schedule. The same shall be mutually OK between NEEPCO and Bidder at the time of business blue print stage.
181	TCS	Section II: Instructions to Bidders 5.9 Team profile and deployment	Page 39 of 71	The Bidder shall deploy a full-time, on-site dedicated team for the ERP implementation project at the Owner's project site	Request pl. confirm that the entire team will be stationed at 1 location viz. Shillong, and there is no requirement of deployment at other NeepCo locations. In case of demo or training, this team can move to other locations for few days , based on project deliverables .	Deployment schedule across locations would depend upon the solution proposed by Bidder and OK by NEEPCO
182	TCS	Section II: Instructions to Bidders 5.9 Team profile and deployment	Page 39 of 71	The Bidder shall deploy concurrent resources, comprising of members specified & approved by Owner, to ensure concurrent execution to meet overall contract period plan & detailed plan.	Request pl. descope, as there is no such requirement of concurrent resources, as all activities will always be performed centrally, and it is not recommended to execute concurrent activities to minimize conflict and complication.	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
183	TCS	Section II: Instructions to Bidders 5.9 Team profile and deployment	Page 39 of 71	The Bidder shall deploy the minimum resources for Project Management, Functional and Technical areas, as specified in the below tables, during the entire duration of the project	Request pl. descope, as it is in conflict with another statement where 2 Functional experts and 4 developers has been requested. Additionally, it is not required that, minimum resource as specified should be maintained even during 3 years of support period, as it will add up to cost, e.g. Power Generation expert, Infra DC-DR expert etc.	Bid conditions shall prevail
184	TCS	Section II: Instructions to Bidders 5.9 Team profile and deployment	Page 40 of 71	The Bidder shall at no additional cost, augment its resources to recover implementation gaps & delays.	Request pl. descope, as implementation partner will decide on the team size and constituent as per project need, since gaps and delays are usually dependent on both client and implementation partner, and all cases should not be equated to increase of staffing.	Bid conditions shall prevail
185	TCS	Section II: Instructions to Bidders 5.9 Team profile and deployment	Page 40 of 71	Owner may call for Steering Committee meeting with prior notice to the Bidder	Request pl confirm that there will be a notice period of at least 7 days to enable required stakeholders from the implementation partner to join in.	Bid conditions shall prevail. Operational considerations of project management shall be taken up post contracting with selected Bidder.
186	TCS	Section II: Instructions to Bidders 5.12 Organization Change Management	Page 42 of 71	changes in dashboard screens	Request pl. descope, as there will no such dashboard screen for change management	Bid conditions shall prevail
187	TCS	Section II: Instructions to Bidders 5.12 Organization Change Management	Page 42 of 71	The Bidder is required to conduct the Change Management Workshops for all the Owner employees in a phased manner	Request pl. descope, as it will be conducted for a fixed set of stakeholders to be decided by Neepco , and not for all the Owner employees	Bid conditions shall prevail
188	TCS	Section II: Instructions to Bidders 5.12 Organization Change Management	Page 42 of 71	The Change Management Workshops shall be conducted concurrently for three levels	Request pl. quantify the number of Change Management workshops at each Neepco location	Bid conditions shall prevail

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
189	TCS	Section II: Instructions to Bidders 5.12 Organization Change Management	Page 42 of 71	key activities/approach to be adopted by Bidder for designing and execution of change management plan	Request pl. descope, as no such separate exercise is feasible to be executed.	Bid conditions shall prevail
190	TCS	Section II: Instructions to Bidders 5.13 Project implementation and sustenance support	Page 44 of 71	5.13 Project implementation and sustenance support	Request pl. confirm that NeepCo will pay additionally, prorata wise, in case of delay during the contract period, for reason, for which NeepCo is responsible, e.g. delay in procurement of infrastructure, or 3rd party dependency etc.	Bid conditions shall prevail
191	TCS	Section II: Instructions to Bidders 5.13 Project implementation and sustenance support	Page 44 of 71	Technical upgrade of the installation to the new version, as and when required	Version upgrades are different projects altogether. It will not be feasible within the scope of this project. Request pl. descope.	Refer Clause No. 5.3.11.11 of Section II
192	TCS	Section II: Instructions to Bidders 5.14 Post "Go-Live" support	Page 44 of 71	5.14.1.7 Assistance with recovery from operator errors, system errors or hardware failures;	Request pl. descope as assistance for hardware failure is out of scope for implementation partner, as it is in no way related to ERP implementation and support.	Bid conditions shall prevail
193	TCS	Section II: Instructions to Bidders 5.14 Post "Go-Live" support	Page 44 of 71	During Post Go-Live support period of 5 (five) years year for the ERP implementation at NEEPCO,	Request pl. confirm the duration of the support period viz. is it 5 years or 3 years. Since NeepCO has specified ATS for 3 years .	Refer Corrigendum No.1, dated 05.10.2018
194	TCS	Section II: Instructions to Bidders 5.14 Post "Go-Live" support	Page 44 of 71	Training of Owner personnel on future upgrades whenever the Bidder supplies future upgrades as a part of Annual Technical Support (ATS).	Request pl. descope, Version upgrades are different projects altogether. It will not be feasible within the scope of this project	Refer Clause No. 5.3.11.11 of Section II
195	TCS	Section II:	Page 44 of 71	It is planned that the ERP system will run on UNIX/LINUX servers	It may be noted that, such a decision may have challenges if Neepco opts for cloud hosting. Hence, such decisions need	Bid condition prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
		Instructions to Bidders 6.4 Technical Scope			to be finalized prior to placement of Lol on implementation partner	- The decision for on premise/ on cloud would be taken post the selection of bidder taking into account the solution proposed and any restrictions in one mode vs another. Scope of work for Bill of Material for Non IT infrastructure shall remain a part of the scope - Bid conditions prevail
196	TCS	Section II: Instructions to Bidders 6.4.4 Operational guarantees	Page 44 of 71	Operational guarantees shall be given by the Bidder, and covered in the contract with Owner.	Request pl. descope as it will not be feasible for Implementation partner to cater to any additional scope of work beyond SLA compliance. For all such operational guarantees, there are multiple 3rd party involvement, and Root cause analysis in such incidences will be a major challenge to resolve and close.	Bid conditions shall prevail
197	TCS	Section II: Instructions to Bidders 6.4.7 Overall system reliability-	Page 44 of 71	The Bidder needs to procure the hardware, database etc. to ensure overall desired system reliability	Request pl. descope, as it is out of scope for the implementation partner, which is the bidder.	Confirmed. Out of scope for the Bidder.
198	TCS	Section II: Instructions to Bidders 6.4.8 Software tools-	Page 48 of 71	The Integrated Solution should be able to generate financial statements under IFRS and Indian GAAP seamlessly at any point of time with detailed reconciliation between the two	Detailed reconciliation between the two may not be possible. Hence, request pl. descope.	Bid conditions shall prevail. Industry practices shall be followed.
199	TCS	Section II: Instructions to Bidders 6.4.11 Data security is to be addresses from two perspectives:	Page 48 of 71	The Bidder must ensure that the Integrated Solution provides a data archiving capability,	Request pl. descope, as it is a separate project altogether, dependent on Neepeco decision on archival policy .	Bid conditions shall prevail. Industry practices shall be followed.

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
200	TCS	Section II: Instructions to Bidders 6.6 Change management and training scope	Page 50 of 71	6.6.2 The Bidder must provide training to the following teams of the Owner:	Request pl. confirm which of the multiple groups will give the sign off for the deliverables	Bid conditions shall prevail. Industry practices shall be followed.
201	TCS	Section II: Instructions to Bidders 6.6.3 Type of training	Page 50 of 71	This training should be conducted by a certified trainer.	Request pl. descope as there will no such certified trainer. It will be a challenge to execute if such steep scope of work is kept considering the basic challenges of ERP implementation in NeepCo itself	Bid conditions shall prevail. Operational considerations of project management shall be taken up post contracting with selected Bidder.
202	TCS	Section II: Instructions to Bidders 6.6.3 Type of training	Page 51 of 71	Technical Training for Unit Technical Team (lecture & hands-on mode): should cover aspects of development of reports, interfaces, customization, forms, and workflows etc. using ERP tools as applicable	Request pl. descope, as it is impossible to get this scope of work completed, within the span of contract period. This should be an additional Change Request for which separate scope of work and duration need to be separately chalked out, as per standard practice.	Bid conditions shall prevail
203	TCS	Section II: Instructions to Bidders 6.6.3 Type of training	Page 51 of 71	d) Training for End Users (lecture & hands-on mode):	There is a conflict of statements. Request pl. amend, as How can Payments shall be made based on actual number of persons trained, if the end-user trainings would be conducted in the 'Train the Trainer' mode	Bid conditions shall prevail
204	TCS	Section II: Instructions to Bidders 6.6.3 Type of training	Page 51 of 71	6.6.3 Type of training	Request pl. descope any need for training and certification from ERP OEM , as it is not required for the project , and will escalate the cost , if considered as part of project	Bidder shall be the single point of contact for NEEPCO. Any interactions with ERP OEM for product documentation would be done by Bidder. Bid conditions shall prevail.
205	TCS	Section II: Instructions to Bidders 6.7 Reports and business intelligence	Page 53 of 71	6.7 Reports and business intelligence	Request pl. provide a quantification of the Reports required as also the number of RICEFW that is envisaged to optimise the cost of effort to be estimated for the implementation project. Else, it may increase the cost of the implementation project	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

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206	TCS	Section II: Instructions to Bidders 6.7 Reports and business intelligence	Page 53 of 71	A brief description of the methodology employed when developing custom applications/ reports should be included in the response to the Tender Document	Request pl. clarify as it is clear on the objective of the same.	Bid conditions shall prevail
207	TCS	Section II: Instructions to Bidders 6.7 Reports and business intelligence	Page 53 of 71	In addition, the successful Bidder is required to train the Owner's Core/ Technical Team members on the methodology of building custom reports, so that the Owner can take up the additional development as and when required.	Request pl. descope, as it is not feasible within the current tenure of the project .	Bid conditions shall prevail
208	TCS	Section II: Instructions to Bidders 6.8.6 Design of DC and DR	Page 54 of 71	the successful Bidder shall carry out proper design, sizing along with technical specification of DC & DR. Following are the areas to be covered by the Bidder for Design of DC and DR	Request pl. descope. It is not feasible, as also no way related to the ERP implementation and support .	Bid conditions shall prevail
209	TCS	Section II: Instructions to Bidders 6.11 Phase-IV: Final preparation and change management	Page 56 of 71	6.11.2 The data migration required will be: 6.11.2.1 Opening & Closing balances for the last three years.	Request pl. descope. It is not feasible and recommended to migrate for any other year other than applicable for the period as per cutover data decided for the implementation.	Bid conditions shall prevail
210	TCS	Section II: Instructions to Bidders 6.11 Phase-IV: Final preparation and change management	Page 56 of 71	Data to be migrated will be cleansed, rationalized, transformed (if required) and reconciled.	Since Neepco owns the data, hence Neepco needs to cleanse, rationalize and transform (if required) and reconcile, as required. Implementation partner can support, but not won the responsibility for these activities.	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

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211	TCS	Section II: Instructions to Bidders 6.11 Phase-IV: Final preparation and change management	Page 56 of 71	6.11.2.7 Commercial data needs to be migrated for last 2 tariffs periods.	Request pl. descope. It is not feasible and recommended to migrate for any other year other than applicable for the period as per cutover data decided for the implementation.	Bid conditions shall prevail
212	TCS	Section II: Instructions to Bidders 6.11.3 Integration Scope	Page 57 of 71	Archival will include financial transactions, documents such as contracts, Purchase Orders, Bills, Operational performance data or any other relevant document required for pattern or trend analysis or statutory / legal requirements etc.	Request pl. descope, as it will not be feasible during the tenure of the project, as also it is not related ERP implementation and support. It is to be treated as a separate project altogether, and will delay the main ERP project, if considered with ERP project, primarily, being, NeepCo is expected to have challenges to finalize and get archival policy approved by necessary stakeholders.	Bid conditions shall prevail
213	TCS	Section II: Instructions to Bidders 6.11.3 Integration Scope	Page 57 of 71	All or some required external systems will be integrated to the ERP on a consistent basis using an integration middleware layer to do so. The integration should be on-line real time or batch where appropriate and to operate in an automated fashion not requiring manual intervention	Request pl. keep the integration scope fullyd based on finalization to be done in Blue print, as details specified in this section, may finally be required as also attainable.	Bid conditions shall prevail
214	TCS	Section II: Instructions to Bidders 6.11.5 Customization scope	Page 57 of 71	NEEPCO intends to implement a system with least customization	Request pl. confirm the maximum percentage of customization that NeepCO will allow for the entire implementation.	Bid conditions shall prevail
215	TCS	Section II: Instructions to Bidders 6.11.6 Documentation scope-	Page 57 of 71	a) Product Documentation	Request pl. descope, as it is for ERP OEM to provide, and implementation partner cannot provide the same.	Bidder shall be the single point of contact for NEEPCO. Any interactions with ERP OEM for product documentation would be done by Bidder. Bid conditions shall prevail.



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

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216	TCS	Section II: Instructions to Bidders 6.12.2.4 Stability of help desk staffing and support	Page 59 of 71	All incidents/ events raised with the IT helpdesk should be logged into the system by the service desk	Request pl. descope so that All incidents/ events raised with the IT helpdesk need not be logged into the system by the service desk	Bid conditions shall prevail
217	TCS	Section II: Instructions to Bidders 6.16 Payment terms for Bidder	Page 61 of 71	A) Payment Terms for Implementation:	Request pl. revisit to make 80% of the contract price by UAT, since maximum cost due to staffing is incurred upto UAT, else cash flow during the project execution will be negative leading to major issues in continuity of staffing by implementation partner. 1> Mobilization Advance 10% of Total Price -On submission of Advance Bank Guarantee 2> Sign-off on Business Solution Design Document (BSDD) - 15% of Total Price 3> Submission of Infrastructure related Docs - 5% of Total Price 4> Evaluation and selection of Supplier for Supply, Installation & Implementation of ICT Infrastructure, networking and data centre - 5% of Total Price 5> On Acceptance of Business Solution Design Document phase activities and sign-off on Business Solution Design Document (BSDD). - 20% of Total Price 6> Completion and sign-off on User Acceptance Test (UAT) AND completion of user level training at all pilot locations. - 25% of Total Price - all together 75% 7> Completion and sign-off on "Go Live" in Pilot Locations- 15% of Total Price 8> Completion and sign-off on "Phase 2" (Rollout) on each of the remaining Plants Locations. (Core Implementation)> 5% of Total Price 9> Completion of Stabilization Period and Final Acceptance of ERP Solution / Issuance of project completion certificate - 5% of Total Price	Bid conditions shall prevail
218	TCS	1.13.1	Pg.No.33	Track the RTI application w.r.t the audit trails of the application - Initiated, closed, send to which department	As RTI & there queries are related to separate set of Information System. As, it is updated and directly linked to government sites. There is no such standard ERP system	Bid conditions shall prevail
219	TCS	1.13.2		Generate an unique ID to each RTI application		



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
220	TCS	1.13.3		Upload the documents / information provided w.r.t any RTI application closed	which caters the RTI related functionalities. Request you to descope the same from scope of ERP.	
221	TCS	1.13.4		Provide a notification as urgent (starred) if the RTI application or other query is to be urgently closed		
222	TCS	1.13.5		Get a list of all RTI applications / query based on a dynamic query (key word etc.)		
223	TCS	1.17.1	Pg.No.34	System should have functionalities for organizing sports meet. Maintaining PSCB Calendar for hosting event, Intimating all member organisations of PSCB for date and time of event with the duration, recording of committees for calculating budget estimates for hosting event, Issuing circulars soliciting nominations from interested players from NEEPCO with endorsement of respective controlling officers	UP to what extent NEEPCO is looking for Sports management functionality, in terms of managing the sports as an event for internal NEEPCO employees or at intercompany level within the district. Please Confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment
224	TCS	1.19.1	Pg.No.35	There needs to be provisions for alerts / reminders based on status of action plan, milestones etc. (Planning and executing of PR events, press conferences, exhibitions, press advertisements and NIT publication etc. based on overall communication plan and corporate guidelines.)	What kind of requirements are expected from ERP related to Media, whether the ERP needs to store as a repository of all the PR events organized, Press conference, Exhibition held etc.? Request to please confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment
225	TCS	1.22	Pg.No.35	All functions of reservation call being undertaken currently would be mapped in ERP system	what are the functions of Reservation cell are there currently. Request to Please confirm and elaborate in detail.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment
226	TCS	1.30	Pg.No.36	ERP Solution should be able to cater to the requirements of the Hindi section, including training, meetings, etc.	what kind of requirements are expected from ERP related to Hindi department, whether it is related to only arranging the training on Hindi subject? Request to please confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment
227	TCS	7.9.5	94	alerts should be sent to concerned users, when a breakdown defect is reported, using the following: - email - SMS	Please specify which email and SMS server is currently using by customer for this functionality.	Currently, this provision is not available in the Corporation. SI to carry out detailed study & accordingly recommend to NEEPCO
228	TCS	6.6.1	81	Receipt of proposed commissioning procedures from vendors, their approval against guidelines and Finalisation should be managed centrally	The functionality can not be the part of ERP solution as it should be managed outside system as vendor approval as per guidelines are the external activities.	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

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229	TCS	6.8.1	82	Details of the status of equipment commissioning needs to be tracked against the commissioning procedures and checklists	Maintaining Equipment commissioning status at the broader level can be the part of an ERP system but the status cannot be tracked with respect to commissioning procedure and check list in system, hence it should be de-scoped.	Bid conditions shall prevail
230	TCS		121		is it a kind of confirmation based on the hardware specifications that solution will be going with ERP SAP.	Bidder needs to meet the technical and functional requirements of the Bid along with eligibility criteria of the tender. On award of work the SI to carry out a detailed study and accordingly recommend the Solution best suited for the Corporation.
231	TCS		114		Please specify the current knowledge management system if any exist.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment.
232	TCS	Notice Inviting Bids	4	2.2/3.2 of draft contract: Bidder shall provide all required equipment, tools and resources which may not be specifically stated herein, but required to meet intent of ensuring completeness, maintainability and reliability of the total system covered under this specification	2.2/3.2 of draft contract: Bidder shall provide all required equipment, tools and resources which may not be specifically stated herein, but required to meet intent of ensuring completeness, maintainability and reliability of the total system covered under this specification. The scope should be exhaustive	Bid conditions shall prevail
233	TCS	Notice Inviting Bids	9	4.3 4. Wholly owned Indian subsidiary company having guaranteed support from their parent company can also participate in the bidding process. In such a case, Bidder can utilize the technical and financial credentials of its 100% of parent company and / or of 100 % subsidiary company/companies, which are wholly owned by the same parent company. Provided, the Parent Company / subsidiary Company /Companies commits to sign a separate Agreement (Guarantee of the Parent Company to NEEPCO) with NEEPCO as per enclosed format (FORM NO-F) evincing full support for the Technical and Financial requirement of the subsidiary Company and commit to take up the work itself in case of non-performance by the subsidiary company in the event of award of work to the	4.3 4. Wholly owned Indian subsidiary company having guaranteed support from their parent company can also participate in the bidding process. In such a case, Bidder can utilize the technical and financial credentials of its 100% of parent company and / or of 100 % subsidiary company/companies, which are wholly owned by the same parent company. Provided, the Parent Company / subsidiary Company /Companies commits to sign a separate Agreement (Guarantee of the Parent Company to NEEPCO) with NEEPCO as per enclosed format (FORM NO-F) evincing full support for the Technical and Financial requirement of the subsidiary Company and commit to take up the work itself in case of non-performance by the subsidiary company in the event of award of work to the subsidiary Company. An	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				<p>subsidiary Company. An undertaking by the parent/ holding company to this effect shall be submitted along with the bid as per enclosed format (FORM No-G)</p> <p>4.3 5. Wholly owned Indian subsidiary company not taking any guaranteed support from the parent company need not provide guarantee agreement from the parent company.</p>	<p>undertaking by the parent/ holding company to this effect shall be submitted along with the bid as per enclosed format (FORM No-G)</p> <p>4.3 5. Wholly owned Indian subsidiary company not taking any guaranteed support from the parent company need not provide guarantee agreement from the parent company.</p>	
234	TCS	Instructions to Bidder	9,10,15	<p>2.14: Policy of Bids under consideration</p> <p>2.14. 3./3.6.7 During the evaluation of techno-commercial bid, the Owner may seek / obtain clarifications, confirmations or modifications if any. If considered necessary and essential by the Owner, Bidders shall be permitted to submit price repercussions / revised Price bid in the case of any change / modification / addition / deletion / alteration. Only when requested, the price repercussion shall be submitted in sealed envelope to be opened along with the online Price Bid. If the bidders are requested to submit revised Price bid by the Purchaser, the revised Price bid shall be opened along with the initial price bids. Any action on the part of the Bidder to revise the price or the structure of price or to change the substance of the bid at his own instance after opening of Price bid and within the validity period of the bid will result in rejection of the bid and/or debarring the Bidder from participating in future tenders of NEEPCO. The Bid Guarantee (Earnest Money), in that case, is liable to be forfeited.</p> <p>2.14. 4. If the Bidder withdraws his bid while it is under consideration and within the validity period of bids, the Bid Guarantee (Earnest Money) shall be forfeited, along with other action, as the Owner deems fit. All techno-commercial consultation and clarifications required by the Bidder should be completed before opening of Price Bid.</p>	<p>2.14: Policy of Bids under consideration</p> <p>2.14. 3./3.6.7 During the evaluation of techno-commercial bid, the Owner may seek / obtain clarifications, confirmations or modifications if any. If considered necessary and essential by the Owner, Bidders shall be permitted to submit price repercussions / revised Price bid in the case of any change / modification / addition / deletion / alteration. Only when requested, the price repercussion shall be submitted in sealed envelope to be opened along with the online Price Bid. If the bidders are requested to submit revised Price bid by the Purchaser, the revised Price bid shall be opened along with the initial price bids. Any action on the part of the Bidder to revise the price or the structure of price or to change the substance of the bid at his own instance after opening of Price bid and within the validity period of the bid will result in rejection of the bid and/or debarring the Bidder from participating in future tenders of NEEPCO. The Bid Guarantee (Earnest Money), in that case, is liable to be forfeited.</p> <p>2.14. 4. If the Bidder withdraws his bid while it is under consideration and within the validity period of bids, the Bid Guarantee (Earnest Money) shall be forfeited, along with other action, as the Owner deems fit. All techno-commercial consultation and clarifications required by the Bidder should be completed before opening of Price Bid.</p>	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
235	TCS	2.17 Taxes and Duties	19, 20	3.8.10: a) If there is a discrepancy between the unit price and the total price i.e. obtained by multiplying the unit price & the quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between numerical words & figures, the amount in words shall prevail. If the Bidder does not accept the corrections as above, his bid will be rejected and the bid guarantee (EMD) submitted with this bid will be forfeited.	3.8.10: a) If there is a discrepancy between the unit price and the total price i.e. obtained by multiplying the unit price & the quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between numerical words & figures, the amount in words shall prevail. If the Bidder does not accept the corrections as above, his bid will be rejected and the bid guarantee (EMD) submitted with this bid will be forfeited.	Bid conditions shall prevail
236	TCS	Instructions to Bidder	27	3.11 Signing of Contract • After issue of the Letter of Intent and on receipt of its unconditional acceptance, the detailed order will be issued. On acceptance of the detailed order and submission of CPG and its acceptance the Owner shall prepare the Contract Agreement on Non-Judicial Stamped Paper and the successful Bidder will be informed for signing of the Contract Agreement on a notified date. Signing of the Contract Agreement will be done in the office of the Executive Director(C&P), NEEPCO Ltd., Brookland Compound, Lower New Colony, Shillong	3.11 Signing of Contract • After issue of the Letter of Intent and on receipt of its unconditional acceptance, the detailed order will be issued. On acceptance of the detailed order and submission of CPG and its acceptance the Owner shall prepare the Contract Agreement on Non-Judicial Stamped Paper and the successful Bidder will be informed for signing of the Contract Agreement on a notified date. Signing of the Contract Agreement will be done in the office of the Executive Director(C&P), NEEPCO Ltd., Brookland Compound, Lower New Colony, Shillong	Bid conditions shall prevail
237	TCS	Instructions to Bidder	32	5.3.6: The above numbers are calculated on the basis of actual strength of NEEPCO as on 31.03.2017. These numbers are initial estimates, NEEPCO management can rationalize them through a review exercise. In order to avoid risk of buying more licenses, NEEPCO may obtain less than the above-mentioned licenses initially and have a rate contract with the Bidder to procure additional licenses at the same rate as and when required in the next few years.	5.3.6: The above numbers are calculated on the basis of actual strength of NEEPCO as on 31.03.2017. These numbers are initial estimates, NEEPCO management can rationalize them through a review exercise. In order to avoid risk of buying more licenses, NEEPCO may obtain less than the above-mentioned licenses initially and have a rate contract with the Bidder to procure additional licenses at the same mutually OK rate as and when required in the next few years.	Refer Corrigendum No.1, dated 05.10.2018
238	TCS	ATS/ AFS	34,35	iii. Implementing Change Request as and when required.	iii. Implementing Change Request as and when required at mutually OK costs.	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
239	TCS	6.4.17: Statutory requirements-	49	The solution should meet all Indian statutory requirements such as Excise, Sales Tax, Service Tax, GST, TDS etc. The Integrated Solution should be IFRS compliant and should generate financial reports in expected formats. Given that the taxes and other statutory requirements keep changing from time to time, the solution should be able to timely adapt to such changes without any technical difficulties and extra cost to the Owner.	The solution should meet all Indian statutory requirements such as Excise, Sales Tax, Service Tax, GST, TDS etc. The Integrated Solution should be IFRS compliant and should generate financial reports in expected formats. Given that the taxes and other statutory requirements keep changing from time to time, the solution should be able to timely adapt to such changes without any technical difficulties and extra cost to the Owner. and owner shall make an extra payment for the same which shall be mutually decided by the parties through change order process	Bid conditions shall prevail
240	TCS	Penalties are provided	58-60	Penalties are provided Note: In case the Bidder does not meet the parameters as defined above for 3 continuous time periods in a quarter, the purchaser will consider this a breach of contract and following actions will be taken: 1. The Purchaser will issue a show cause notice to the SI 2. Bidder should reply to the notice within 3 working days 3. If the appropriate authority of the Purchaser is/are not satisfied with the reply, the Purchaser may initiate appropriate provisions under this contract including not limited to Clause 18 (GCC – Section - III).	Ensure that overall LD and penalties under all provisions of the contract shall not exceed 10% of total contract value. Note: In case the Bidder does not meet the parameters as defined above for 3 continuous time periods in a quarter, the purchaser will consider this a breach of contract and following actions will be taken: 1. The Purchaser will issue a show cause notice to the SI 2. Bidder should reply to the notice within 15 working days 3. Purchaser will give a personal hearing to the bidder 4. If the appropriate authority of the Purchaser is/are not satisfied with the reply, the Purchaser may initiate appropriate provisions under this contract including not limited to Clause 18 (GCC – Section - III).	Bid conditions shall prevail
241	TCS	Payment Terms for bidder	69	6.18.7 At the satisfactory conclusion of these Performance Acceptance Tests, the commissioning/ implementation of the software shall be considered to be complete for the respective location.	6.18.7 At the satisfactory conclusion of these Performance Acceptance Tests, the commissioning/ implementation of the software shall be considered to be complete for the respective location.	Bid conditions shall prevail
242	TCS	General Conditions of Contract	6	3.5 In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, the Owner reserves the right to reject the Bid and forfeit the EMD.	3.5 In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, the Owner reserves the right to reject the Bid and forfeit the EMD.	Bid conditions shall prevail
243	TCS	Contract Agreement	7,8	• After issue of the Detailed Work Order and on receipt of its unconditional acceptance, the Owner shall prepare 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 unconditional acceptance, with deviations the Owner shall prepare the Agreement on stamped paper and the Contractor will be informed for signing of the Agreement on a notified date.	Bid conditions shall prevail

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
244	TCS	Patent Rights and Royalties	8,9	<p>8.3 In the event the Contractor fails to pay such royalty and or license fees or fails to obtain such license and any suit for infringement of such patent is brought against the Contractor or Purchaser, the Contractor shall promptly notify the same to the Purchaser. The Contractor shall defend such suit at his own cost and shall pay all the cost and or damage awarded against him. The Contractor shall also pay all losses and expenses incurred by the Purchaser in connection with the same.</p> <p>8.4 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.</p>	<p>8.3 In the event the Contractor fails to pay such royalty and or license fees or fails to obtain such license and any suit for infringement of such patent is brought against the Contractor or Purchaser, the Contractor shall promptly notify the same to the Purchaser. The Contractor shall defend such suit at his own cost and shall pay all the cost and or damage awarded against him. The Contractor shall also pay all losses and expenses incurred by the Purchaser in connection with the same.</p> <p>8.4 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.</p> <p><u>Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Purchaser's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Purchaser of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Purchaser and the infringement relates to or arises from such Purchaser materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Purchaser if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information,</u></p>	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					<p><u>specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder ; or (v) use of a superseded release of some or all of the Deliverables or Purchaser's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder .</u></p> <p><u>In the event that Purchaser is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Purchaser under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) procure for Purchaser the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Purchaser the fees effectively paid for that Deliverable by the Purchaser subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Purchaser in matters related to infringement of third party intellectual property rights.</u></p> <p><u>Purchaser shall not be entitled to seek any indemnification from the bidder unless Purchaser provides the bidder with (i) prompt written notice of any claim, demand or action for which Purchaser is seeking or may seek indemnification hereunder and gives the bidder the right to have sole control over the defense and settlement negotiations; (ii) does not</u></p>	



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					<u>make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the bidder in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing.</u>	
245	TCS	Arbitration	9,10,11	<p>9. Arbitration</p> <ul style="list-style-type: none">• If a dispute of any kind, whatsoever, arises between the Corporation and the Contractor in connection with, or arising out of, the Contract Agreement or the execution of the works under the said Contract Agreement, whether during the execution of the work or after completion thereof and whether before or after repudiation or otherwise termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer-in-Charge, such reference shall state that it is made pursuant to this Clause. Not later than 60 (sixty) days after the day on which he receives such reference, the Engineer-in-Charge shall give notice of his decision to the Contractor. Such decision shall state that it is made pursuant to this clause.• Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the works with all due diligence and the Contractor and the Corporation shall give effect forthwith to every such decision of the Engineer-in-Charge, unless and until the same shall be revised, as hereinafter provided, or by amicable settlement or through an arbitral award.• If the Contractor is not satisfied with any decision of the Engineer-in-Charge, or if the Engineer-in-Charge fails to give notice of his decision on or before the 60th (sixtieth) day after the day on which he receives the reference, then the Contractor may, on or before the 45th (forty fifth) day	<p>9. Arbitration</p> <ul style="list-style-type: none">• If a dispute of any kind, whatsoever, arises between the Corporation and the Contractor in connection with, or arising out of, the Contract Agreement or the execution of the works under the said Contract Agreement, whether during the execution of the work or after completion thereof and whether before or after repudiation or otherwise termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer-in-Charge, such reference shall state that it is made pursuant to this Clause. Not later than 60 (sixty) days after the day on which he receives such reference, the Engineer-in-Charge shall give notice of his decision to the Contractor. Such decision shall state that it is made pursuant to this clause.• Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the works with all due diligence and the Contractor and the Corporation shall give effect forthwith to every such decision of the Engineer-in-Charge, unless and until the same shall be revised, as hereinafter provided, or by amicable settlement or through an arbitral award.• If the Contractor is not satisfied with any decision of the Engineer-in-Charge, or if the Engineer-in-Charge fails to give notice of his decision on or before the 60th (sixtieth) day after the day on which he receives the reference, then the Contractor may, on or before the 45th (forty fifth) day after the day on which he receives notice of such decision or on	Bid conditions shall prevail

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				<p>after the day on which he receives notice of such decision or on or before the 45th (forty fifth) day after the day on which the said period of 60 (sixty) days expires, as the case may be, give notice to the Corporation of his intention to commence Arbitration as hereinafter provided, with regard to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence Arbitration, with regard to such dispute which is subject to Sub-clause 9.5, which stipulates that no Arbitration in respect thereof may be commenced unless such notice is given.</p> <ul style="list-style-type: none">• If the Engineer-in-Charge has given notice of his decision with regard to a matter in dispute to the Contractor and no notice of intention to commence Arbitration with regard to such dispute has been given by the Contractor on or before the 45th (forty fifth) day after the day on which the parties receive notice with regard to such decision from the Engineer-in-Charge, the said decision shall become final and binding upon the Contractor. Thereafter, such issues shall not be subjected to Arbitration.• Amicable Settlement: Where notice of intention to commence Arbitration as to a dispute has been given in accordance with Sub-clause 9.3, the parties shall attempt to settle such dispute amicably before the commencement of Arbitration. Provided that, unless the parties otherwise agree, Arbitration may be commenced on or after the 90th (ninetieth) day after the day on which notice of intention to commence Arbitration of such disputes was given, even if no attempt at amicable settlement thereof has been made• Arbitration: Any dispute in respect of which:<ul style="list-style-type: none">a. The decision, if any, of the Engineer-in-Charge has not become final and binding pursuant to Sub-clause 9.1 to 9.4 andb. Amicable settlement has not been reached within the period stated in Sub-clause 9.5 shall be finally settled, unless otherwise specified in the contract as below:	<p>or before the 45th (forty fifth) day after the day on which the said period of 60 (sixty) days expires, as the case may be, give notice to the Corporation of his intention to commence Arbitration as hereinafter provided, with regard to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence Arbitration, with regard to such dispute which is subject to Sub-clause 9.5, which stipulates that no Arbitration in respect thereof may be commenced unless such notice is given.</p> <p>If the Engineer-in-Charge has given notice of his decision with regard to a matter in dispute to the Contractor and no notice of intention to commence Arbitration with regard to such dispute has been given by the Contractor on or before the 45th (forty fifth) day after the day on which the parties receive notice with regard to such decision from the Engineer-in-Charge, the said decision shall become final and binding upon the Contractor. Thereafter, such issues shall not be subjected to Arbitration.</p> <ul style="list-style-type: none">• Amicable Settlement: Where notice of intention to commence Arbitration as to a dispute has been given in accordance with Sub-clause 9.3, the parties shall attempt to settle such dispute amicably before the commencement of Arbitration. Provided that, unless the parties otherwise agree, Arbitration may be commenced on or after the 90th (ninetieth) day after the day on which notice of intention to commence Arbitration of such disputes was given, even if no attempt at amicable settlement thereof has been made• Arbitration: Any dispute in respect of which:<ul style="list-style-type: none">a. The decision, if any, of the Engineer-in-Charge has not become final and binding pursuant to Sub-clause 9.1 to 9.4 andb. Amicable settlement has not been reached within the period stated in Sub-clause 9.5 shall be finally settled, unless otherwise specified in the contract as below:<ul style="list-style-type: none">(i) A dispute with an Indian Contractor shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) and its	



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				<p>(i) A dispute with an Indian Contractor shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) and its subsequent amendments from time to time and any rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor. For the purposes of the Sub-clause, the term “Indian Contractor” means a Contractor who is registered in India and is a juristic person created under Indian law as well as Joint Venture between such a Contractor and a Foreign Contractor.</p> <p>(ii) The parties to the dispute, prior to referring the dispute to the Arbitrator/or Arbitrators as the parties may mutually decide, first drawn up the specific terms of reference/issues by way of a separate Joint Agreement, which shall be filed before the Arbitrator or Arbitrators for commencing the proceedings.</p> <p>(iii) No dispute or difference of opinion, whatever, shall be referable to the Arbitration after the expiry of period of 3 (three) years from the date when such dispute or difference of opinion arises.</p> <p>(iv) In the case of a dispute with a foreign Contractor, the dispute shall be settled in accordance with the provision of Clause (i) above but if this is not acceptable to the Contractor, then the dispute shall be settled in accordance with the provision of the UNCITRAL Arbitration Rules, which is part of the Arbitration and Conciliation Act of 1996.</p> <p>(v) The reference to Arbitration may proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Corporation and the Contractor shall not be altered by reason of the Arbitration being</p>	<p>subsequent amendments from time to time and any rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor.</p> <p>For the purposes of the Sub-clause, the term “Indian Contractor” means a Contractor who is registered in India and is a juristic person created under Indian law as well as Joint Venture between such a Contractor and a Foreign Contractor.</p> <p>(ii) The parties to the dispute, prior to referring the dispute to the Arbitrator/or Arbitrators as the parties may mutually decide, first drawn up the specific terms of reference/issues by way of a separate Joint Agreement, which shall be filed before the Arbitrator or Arbitrators for commencing the proceedings.</p> <p>(iii) No dispute or difference of opinion, whatever, shall be referable to the Arbitration after the expiry of period of 3 (three) years from the date when such dispute or difference of opinion arises.</p> <p>(iv) In the case of a dispute with a foreign Contractor, the dispute shall be settled in accordance with the provision of Clause (i) above but if this is not acceptable to the Contractor, then the dispute shall be settled in accordance with the provision of the UNCITRAL Arbitration Rules, which is part of the Arbitration and Conciliation Act of 1996.</p> <p>(v) The reference to Arbitration may proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Corporation and the Contractor shall not be altered by reason of the Arbitration being conducted during the progress of the works. The Contractor will ensure that the work under the Contract shall continue during Arbitration proceedings and dispute and no payment due from or payment by the Corporation shall be withheld on account of</p>	



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				<p>conducted during the progress of the works. The Contractor will ensure that the work under the Contract shall continue during Arbitration proceedings and dispute and no payment due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent that may be in dispute.</p> <p>(vi) Arbitration proceedings shall be held at Shillong / Guwahati and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(vii) The expenses of the Arbitrators, as determined by the Arbitrator, shall be shared equally by the Corporation and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to during and after the Arbitration proceedings shall be borne by each party itself.</p> <p>(viii) In the event of dispute or differences arising between NEEPCO and a Government Department/ Organisation or in between NEEPCO and another Central Public Sector Enterprise (CPSE), settlement of disputes through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) shall be done as under: “In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/ Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.</p> <p>(ix) The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damages on whatsoever count will be entertained by the Corporation with respect to any dispute, difference or misunderstanding between the Corporation and the Contractor.</p>	<p>such proceedings except to the extent that may be in dispute.</p> <p>(vi) Arbitration proceedings shall be held at Shillong / Guwahati and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(vii) The expenses of the Arbitrators, as determined by the Arbitrator, shall be shared equally by the Corporation and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to during and after the Arbitration proceedings shall be borne by each party itself.</p> <p>viii) In the event of dispute or differences arising between NEEPCO and a Government Department/Organisation or in between NEEPCO and another Central Public Sector Enterprise (CPSE), settlement of disputes through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) shall be done as under: “In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.</p> <p>(ix) The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damages on whatsoever count will be entertained by the Corporation with respect to any dispute, difference or misunderstanding between the Corporation and the Contractor.</p> <p>(x) There shall be only one Arbitration proceeding for adjudicating all the disputes under one Contract. Hence, Arbitration should be invoked by the parties by combining all the disputed issues together. Issues/Disputes arising out</p>	



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				(x) There shall be only one Arbitration proceeding for adjudicating all the disputes under one Contract. Hence, Arbitration should be invoked by the parties by combining all the disputed issues together. Issues/Disputes arising out of the same cause of action cannot in any case be referred to Arbitration more than once subject to agreement by all the parties including Arbitrator.	of the same cause of action cannot in any case be referred to Arbitration more than once subject to agreement by all the parties including Arbitrator.	
246	TCS	Assignment and Sub-letting of contract	11	12: Assignment and Sub-letting of contract 12.1 The Contractor shall not, without the prior consent in writing of the Purchaser, assign or sublet or transfer the Contract or any part thereof.	12: Assignment and Sub-letting of contract 12.1 The Contractor shall not, without the prior consent in writing of the Purchaser, assign or sublet or transfer the Contract or any part thereof. which consent shall not be unreasonably withheld or delayed	Bid conditions shall prevail
247	TCS	Risk purchase	12	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 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. 13.2 The total liability of the Bidder under Risk-Purchase clause shall not exceed 100% of the Total Contract value.	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 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. 13.2 The total liability of the Bidder under Risk-Purchase clause shall not exceed 100% of the Total Contract value of the undelivered goods or services.	Bid Condition prevails
248	TCS	Adjustment of recovery	12	14. Adjustment of recovery • Any amount payable by the Bidder under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Bidder under any other works / contract awarded to him by any of the Owner's unit. This is without prejudice to any other action as may be deemed fit by the Owner. However, recourse to this clause will be had after exhausting all options available within the contract.	14. Adjustment of recovery • Any amount payable by the Bidder under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Bidder under any other works / contract awarded to him by any of the Owner's unit. This is without prejudice to any other action as may be deemed fit by the Owner. However, recourse to this clause will be had after exhausting all options available within the contract.	Bid conditions shall prevail
249	TCS	Force Majeure	12, 13	15: Force Majeure	15: Force Majeure	Bid conditions shall prevail

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					Please add: If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party. However Bidder shall be entitled to receive payments for all services rendered by it under this Assignment.	
250	TCS	Breach of Contract		16. Commencement, execution and taking over <ul style="list-style-type: none">• The purchaser will issue LOI and the successful bidder has to accept the same unconditionally within 3 calendar days. Subsequently the purchaser will issue detailed work order on acceptance of LOI. The contract performance guarantee has to be submitted within 30 days from the date of LOI and the contract agreement will be signed on acceptance of CPG.• The Contractor shall execute the work with faithfulness and in conformity with the specifications.• Taking Over- Performance of the equipment shall be observed for 6 (six) months and on their satisfactory performance for the said period, duly certified by the Project Manager, the same will be taken over and a 'Taking Over Certificate' will be issued to the Contractor by NEEPCO's Project Manager. For the purpose, DGM (IT), NEEPCO Ltd, Shillong shall act as "Project Manager". Issuance of taking over certificate by the Purchaser shall not relieve the Contractor of any of the obligations which otherwise survive by the terms and conditions of the contract.	16. Commencement, execution and taking over <ul style="list-style-type: none">• The purchaser will issue LOI and the successful bidder has to accept the same unconditionally within 3 7 calendar days. Subsequently the purchaser will issue detailed work order on acceptance of LOI. The contract performance guarantee has to be submitted within 30 days from the date of LOI and the contract agreement will be signed on acceptance of CPG.• The Contractor shall execute the work with faithfulness and in conformity with the specifications.• Taking Over- Performance of the equipment shall be observed for 6 1 (six one) months week and on their satisfactory performance for the said period, duly certified by the Engineer-in-Charge, the same will be taken over and a 'Taking Over Certificate' will be issued to the Contractor by NEEPCO's Project Manager. For the purpose, DGM (IT), NEEPCO Ltd, Shillong shall act as "Engineer-in-Charge". Issuance of taking over certificate by the Purchaser shall not relieve the Contractor of any of the obligations which otherwise survive by the terms and conditions of the contract.	Bid conditions shall prevail
251	TCS	Breach of Contract	13	In case of breach of any terms and conditions, major or minor, of the Contract by the Contractor, the Owner shall have the full power to rescind, cancel or terminate the whole or a part of the Contract and get it done through any other Agency at the risk and cost of the Contractor and without any prejudice to any right of the Owner provided in the Contract. The decision of the Owner in this regard shall be final and binding. The Owner, shall, in such an event, give 30 (Thirty) days' notice in writing to the Contractor of his decision to do so.	17. Breach of Contract <ul style="list-style-type: none">• In case of material breach of any terms and conditions major or minor, of the Contract by the Contractor, the Owner shall have the full power to rescind, cancel or terminate the whole or a part of the Contract and get it done through any other Agency at the risk and cost of the Contractor and without any prejudice to any right of the Owner provided in the Contract. The decision of the Owner in this regard shall be final and binding.	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					The Owner, shall, in such an event, give 30 (Thirty) days' notice in writing to the Contractor of his decision to do so after issuing thirty days' notice to cure such material breach and the material breach is not cured within the said cure period of 30 days.	
252	TCS	Termination of Contract on Owner's Initiative	13,14	<p>18. Termination of Contract on Owner's Initiative</p> <ul style="list-style-type: none"> 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. The Contractor, upon receipt of such notice, shall discontinue the work on the date and, to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and upon terms favorable to the Owner, stop all further sub-Contracting or purchasing activity related to the work terminated, and assist the Owner in maintenance, protection and disposition of the works acquired under the Contract by the Owner. In the event of such termination, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination, as decided by the Purchaser. 	<p>18. Termination of Contract on Owner's Initiative</p> <ul style="list-style-type: none"> 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 30 (fifteen thirty) days' notice in writing to the Contractor of his decision to do so. The Contractor, upon receipt of such notice, shall discontinue the work on the date and, to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and upon terms favorable to the Owner, stop all further sub-Contracting or purchasing activity related to the work terminated, and assist the Owner in maintenance, protection and disposition of the works acquired under the Contract by the Owner. In the event of such termination, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination for all the cost incurred, as decided by the Purchaser. <p>The Contractor shall also have the right to terminate the contract by providing 30 days written notice in case of breach of any terms and conditions of contract by the Owner.</p>	Bid conditions shall prevail
253	TCS	Suspension of work	14	<p>19. Suspension of work</p> <ul style="list-style-type: none"> 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. 	<p>19. Suspension of work</p> <ul style="list-style-type: none"> 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. Any necessary and demonstrable cost incurred by the contractor, as a result of such suspension of works, will be 	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				<ul style="list-style-type: none"> Any necessary and demonstrable cost incurred by the contractor, as a result of such suspension of works, will be paid by the Purchaser, provided that such costs are substantiated to the satisfaction of the Engineer-in-Charge. The Purchaser shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor 	paid by the Purchaser, provided that such costs are substantiated to the satisfaction of the Engineer-in-Charge. The Purchaser shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor however notwithstanding anything to the contrary contained in the event such suspension should not continue for more than five days else the Contractor shall be paid for all the cost incurred.	
254	TCS		14,15	<p>21.6 The Contractor shall, at all times during execution of the Contract, carry out the work with such work force and equipment as in the judgment of the Engineer-in-Charge is sufficient to complete it within the specified completion period. The Engineer-in-charge reserves the right to direct the Contractor to supplement the work force and equipment provided by the Contractor, if it is felt that the same is not sufficient achieve the completion target of the work as per schedule.</p> <p>21.8 No such certificate will be given nor shall the work be considered as completed, until the Contractor has removed from the premises on which the work has been executed, all surplus materials and rubbish, which he may have had possession for the purpose of the execution thereof and the area is fully cleared to the satisfaction of the Engineer-in-Charge and if the Contractor fails to do so on or before the date fixed for completion of the work, the Engineer-in-Charge may do so and the expenditure so incurred shall be recovered from the Contractor's outstanding dues.</p>	<p>21.6 The Contractor shall, at all times during execution of the Contract, carry out the work with such work force and equipment as in the judgment of the Engineer-in-Charge is sufficient to complete it within the specified completion period. Period per the terms of the contract. The Engineer-in-charge reserves the right to direct the Contractor to supplement the work force and equipment provided by the Contractor, if it is felt that the same is not sufficient achieve the completion target of the work as per schedule.</p> <p>21.8 No such certificate will be given nor shall the work be considered as completed, until the Contractor has removed from the premises on which the work has been executed, all surplus materials and rubbish, which he may have had possession for the purpose of the execution thereof and the area is fully cleared to the satisfaction of the Engineer-in-Charge and if the Contractor fails to do so on or before the date fixed for completion of the work, the Engineer-in-Charge may do so and the expenditure so incurred shall be recovered from the Contractor's outstanding dues.</p>	Bid conditions shall prevail
255	TCS	Payment terms	15	<p>22: Payment terms</p> <p>22.3 Payment shall be made to the contractor within 30 calendar days, subject to submission of technically cleared invoice. "However, no interest is payable for any unavoidable delay"</p>	<p>22: Payment terms</p> <p>22.3 Payment shall be made to the contractor within 30 calendar days, subject to submission of technically cleared undisputed invoice "However, no interest is payable for any unavoidable delay"</p> <p>All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without</p>	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by BUYER and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.	
256	TCS		16, 17	<p>24.5 The Contractor shall, on receipt of written instruction from the Owner, at his own cost, get the validity period of Bank Guarantee furnished by him, extended from time to time as per the instructions of the Owner and shall furnish the extended/revised Bank Guarantee or any extension thereof.</p> <p>24.6 In case the extended/revised Bank Guarantee is not received by the Owner within the specified period, the Owner, entirely at his discretion, shall be at liberty to encash the aforesaid Bank Guarantee.</p> <p>24.12 As security for due fulfillment of the terms and the obligation for the Annual Technical Support for ERP Product and for the Annual Functional Support for the ERP Solution, the Contractor shall furnish a Bank Guarantee initially valid for a period of 90 days after end of the ATS/AFS period. The amount of the Bank Guarantee will be 10% of the total yearly charges for ATS/AFS. The prescribed Performa for Bank Guarantee shall be same as that for Contract Performance Guarantee enclosed at Section-VIII of Bid Document. This would be a separate BG to be provided by the Contractor before the start of AFS/ATS period whichever is earlier.</p>	<p>24.5 The Contractor shall, on receipt of written instruction from the Owner, at his own cost, get the validity period of Bank Guarantee furnished by him, extended from time to time as per the instructions of the Owner and shall furnish the extended/revised Bank Guarantee or any extension thereof.</p> <p>24.6 In case the extended/revised Bank Guarantee is not received by the Owner within the specified period, the Owner, entirely at his discretion, shall be at liberty to encash the aforesaid Bank Guarantee.</p> <p>24.12 As security for due fulfillment of the terms and the obligation for the Annual Technical Support for ERP Product and for the Annual Functional Support for the ERP Solution, the Contractor shall furnish a Bank Guarantee initially valid for a period of 90 days after end of the ATS/AFS period. The amount of the Bank Guarantee will be 10% of the total yearly charges for ATS/AFS. The prescribed Performa for Bank Guarantee shall be same as that for Contract Performance Guarantee enclosed at Section-VIII of Bid Document. This would be a separate BG to be provided by the Contractor before the start of AFS/ATS period whichever is earlier.</p>	Bid conditions shall prevail
257	TCS		17	<p>25. Deductions from the Contract</p> <ul style="list-style-type: none"> All costs, claims, damages or expenses which the Owner may have paid for which the Contractor is liable under the Contract, shall have to be refunded by the Contractor within 30 (thirty) days of receipt of the bills. If the bills are not paid within the said period, this may be deducted by the Engineer-in-charge from the Performance Guarantee or from any money due or which will become due to the Contractor under this Contract. 	<p>25. Deductions from the Contract</p> <ul style="list-style-type: none"> All costs, claims, damages or expenses which the Owner may have paid for which the Contractor is liable under the Contract, shall have to be refunded by the Contractor within 30 45 (thirty) days of receipt of the bills. If the bills are not paid within the said period, this may be deducted by the Engineer-in-charge from the Performance Guarantee or from any money due or which will become due to the Contractor under this Contract. 	Bid conditions shall prevail

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				<ul style="list-style-type: none">• In addition to above provision related to the recovery by the Owner of any amounts that the Owner may have paid for which the Contractor is liable under the Contract, the Owner shall also be entitled to recover all dues in terms of the Contract including, but not limited to, Liquidated Damages for delay etc. by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities/guarantees under the Contract and/or otherwise.• In case of any dispute, the sum of money so withheld or obtained under this clause by the Owner will be kept withheld or retained as such by the Owner till all the claims arising out of the Contract is either mutually settled or determined by the Arbitrator, or by the competent Court, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account.	<ul style="list-style-type: none">• In addition to above provision related to the recovery by the Owner of any amounts that the Owner may have paid for which the Contractor is liable under the Contract, the Owner shall also be entitled to recover all dues in terms of the Contract including, but not limited to, Liquidated Damages for delay etc. by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities/guarantees under the Contract and/or otherwise.• In case of any dispute, the sum of money so withheld or obtained under this clause by the Owner will be kept withheld or retained as such by the Owner till all the claims arising out of the Contract is either mutually settled or determined by the Arbitrator, or by the competent Court, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account.	
258	TCS		17-18	<p>26. INSURANCE TO BE TAKEN OUT BY THE IMPLEMENTATION PARTNER</p> <p>The Implementation Partner shall take out and maintain, at their own cost, adequate insurance against the risks, and for the coverage specified below:</p> <p>a) Any loss/damage during transit shall be intimated to the Contractor within a reasonable period of time from the date of receipt of the consignment by the Consignee, and the Contractor shall take immediate action for replacement/ rectification of the loss/damage</p> <p>b) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Implementation Partner.</p> <p>c) Workers' compensation insurance in respect of the Personnel of the Implementation Partner, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.</p> <p>d) Insurance against loss of or damage to</p>	<p>26. INSURANCE TO BE TAKEN OUT BY THE IMPLEMENTATION PARTNER</p> <p>The Implementation Partner shall take out and maintain, at their own cost, adequate insurance against the risks, and for the coverage specified below:</p> <p>a) Any loss/damage during transit shall be intimated to the Contractor within a reasonable period of time from the date of receipt of the consignment by the Consignee, and the Contractor shall take immediate action for replacement/ rectification of the loss/damage</p> <p>b) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Implementation Partner.</p> <p>c) Workers' compensation insurance in respect of the Personnel of the Implementation Partner, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.</p>	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				(i) the Implementation Partner's property used in the performance of the Services and (ii) any documents prepared by the Implementation Partner in the performance of the Services, by theft, fire or any natural calamity.	d) Insurance against loss of or damage to (i) the Implementation Partner's property used in the performance of the Services and (ii) any documents prepared by the Implementation Partner in the performance of the Services, by theft, fire or any natural calamity. This would increase the bid price	
259	TCS	Liquidated Damages	19	29. Liquidated Damages 29.4 The deductions cited in all above clauses shall not exceed 5 (five) % of the total Contract value at any point of time.	29. Liquidated Damages 29.4 The deductions cited in all above clauses shall not exceed 5 (five) % of the total Contract value of undelivered goods or services at any point of time.	Bid conditions shall prevail
260	TCS	Penalties	20	30: Penalties 30.1 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 30.2 If the Bidder is not able to maintain the minimum required & OK man-power throughout the project the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource per day. 30.3 Solution availability penalty as per Clause No. 5.5.6 of Section II 30.4 Stability of help desk staffing and support penalty as per Clause No. 6.13.2.4 of Section II 30.5 In case system is not usable beyond a maximum down time of 48 hours from lodging of complaint, the Contractor will be liable to pay a penalty on hourly pro-rata basis at the rate of INR 10,000/- (Rupees Ten Thousand only) for 24 hours after elapsing of first 48 hours of downtime. 30.6 For all the above clauses penalty will be deducted subject to a maximum of 5 % of Total Contract Price. Note: The total compensation recoverable under clauses of Liquidated Damages (Clause 30) & penalty (Clause 31) shall not exceed 10 % (ten) of the Total contract value	30: Penalties 30.1 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 licensee fee for delay of each week or part thereof 30.2 If the Bidder is not able to maintain the minimum required & OK man-power throughout the project the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource per day. 30.3 Solution availability penalty as per Clause No. 5.5.6 of Section II 30.4 Stability of help desk staffing and support penalty as per Clause No. 6.13.2.4 of Section II 30.5 In case system is not usable beyond a maximum down time of 48 hours from lodging of complaint, the Contractor will be liable to pay a penalty on hourly pro-rata basis at the rate of INR 10,000/- (Rupees Ten Thousand only) for 24 hours after elapsing of first 48 hours of downtime. 30.6 For all the above clauses penalty will be deducted subject to a maximum of 5 % of Total Contract Price. Note: The total compensation recoverable under clauses of Liquidated Damages (Clause 30) & penalty (Clause 31) shall not exceed 10 % (ten) of the Total contract value	Bid conditions shall prevail

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
261	TCS	Contractor Default	20	<p>32. Contractor Default</p> <ul style="list-style-type: none">• 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, 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 a 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.	<p>32. Contractor Default</p> <ul style="list-style-type: none">• 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, 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 a 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.• 31.4 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay Liquidated Damages for delay in completion and penalty for delay as defined in the contract.	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				<ul style="list-style-type: none"> • 31.4 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay Liquidated Damages for delay in completion and penalty for delay as defined in the contract. • 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. 	<ul style="list-style-type: none"> • 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. 	
262		Third Party audit	21	33. Third Party audit <ul style="list-style-type: none"> • NEEPCO can opt to arrange a 3rd party audit during/after completion of the engagement and the cost for the same will be borne by NEEPCO. 	35. Third Party audit <ul style="list-style-type: none"> • NEEPCO can opt to arrange a 3rd party audit during/after completion of the engagement and the cost for the same will be borne by NEEPCO. Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Contractor which shall not be less than 10 days. NEEPCO shall not have access to the proprietary data of, or relating to, any other customer of Contractor, or a third party or Contractor's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Contractor's ability to perform the services in accordance with the service levels, unless the NEEPCO relieves Contractor from meeting the applicable service levels. NEEPCO will ensure that the auditor (except CAG) appointed to conduct the audit will not be the competitor of Selected Contractor and will be bound by confidentiality obligations.	Bid conditions shall prevail
263	TCS		21	34: No Waiver of Rights 34.1 Subject to Clause below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or granting of time by other party shall prejudice, affect or restrict the rights of that party under that Contract. 34.2 Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents nor any order by the Owner or the Engineer-in-charge for payment of money or any payment for, or acceptance of, the whole or any part of the works by the Owner or the	34: No Waiver of Rights 34.1 Subject to Clause below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or granting of time by other party shall prejudice, affect or restrict the rights of that party under that Contract 34.2 Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents nor any order by the Owner or the Engineer-in-charge for payment of money or any payment for, or acceptance of, the whole or any part of the works by the Owner or the Engineer-in-charge, nor	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				Engineer-in-charge, nor any extension of time, nor any possession taken by the Engineer-in-charge, shall operate as a waiver of any provision of the Contract, or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.	any extension of time, nor any possession taken by the Engineer-in-charge, shall operate as a waiver of any provision of the Contract, or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.	
264	TCS	Decision of Engineer in Charge	22,23	<p>40. Decision of Engineer in Charge</p> <ul style="list-style-type: none"> In respect of all matters which are left to the decision of the Engineer-in-charge, including the granting or withholding of certificates, the Engineer-in-charge shall, if required to do so, give in writing a decision thereon and the reasons for such decisions. If, in the opinion of the Contractor, the decision of the Engineer-in-charge is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer-in-charge, a written objection to the decision within 15 (fifteen) days after receipt of the same. However, in the process, that Contractor shall continue to execute the work as per instruction of the Engineer-in-charge. Failure to file an objection within the allotted time will be considered as acceptance of the decision of the Engineer-in-charge and the decision shall become final and binding. <p>The Owner's decision and filing of the written objection thereto shall be a condition precedent to the right to request for Arbitration. It is in the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer-in-charge as rendered, shall be promptly observed</p>	<p>40. Decision of Engineer in Charge</p> <ul style="list-style-type: none"> In respect of all matters which are left to the decision of the Engineer-in-charge, including the granting or withholding of certificates, the Engineer-in-charge shall, if required to do so, give in writing a decision thereon and the reasons for such decisions. If, in the opinion of the Contractor, the decision of the Engineer-in-charge is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer-in-charge, a written objection to the decision within 15 (fifteen) days after receipt of the same. However, in the process, that Contractor shall continue to execute the work as per instruction of the Engineer-in-charge. Failure to file an objection within the allotted time will be considered as acceptance of the decision of the Engineer-in-charge and the decision shall become final and binding. <p>The Owner's decision and filing of the written objection thereto shall be a condition precedent to the right to request for Arbitration. It is in the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer-in-charge as rendered, shall be promptly observed</p>	Bid conditions shall prevail
265	TCS	Defense of Suit	24	<p>43. Defense of Suit</p> <p>If any action in Court is brought against the Owner or Engineer-in-charge or an Officer or Agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract or for damage or injury caused by the alleged omission or negligence or any other act on the part of the Contractor, his Agents, representatives,</p>	<p>46. Defense of Suit</p> <ul style="list-style-type: none"> If any action in Court is brought against the Owner or Engineer-in-charge or an Office or Agent for the failure , omission or neglect or willful conduct on the part of the Contractor to perform any acts, matters, covenants or things under the Contract or for damage or injury caused by the alleged omission or negligence or any other act on the part of the Contractor, his Agents, representatives, supplier or 	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				supplier or employees whether the Contractor has been impleaded in the suit or not, the Contractor shall, in all such cases, indemnify and keep the Owner and the Engineer-in-charge and / or his representatives, Office / Agent harmless from all losses, damages, expenses or decrees arising out of such action.	employees whether the Contractor has been impleaded in the suit or not, the Contractor shall, in all such cases, indemnify and keep the Owner and the Engineer-in-charge and / or his representatives, Office / Agent harmless from all losses, damages, expenses or decrees arising out of such action.	
266	TCS	Responsibility of the Contractor	25	<p>47. Responsibility of the Contractor</p> <p>47.1 The Contractor shall guarantee and be entirely responsible for the execution of the Contract in accordance with the specification schedules and appendices. He shall further guarantee and be responsible for the quality and workmanship of all materials and completed works, timely delivery of the materials within the OK completion period and removal of defects in the equipment or works during the warranty period.</p> <p>47.2 The Corporation shall have the right to direct the Contractor to make any change which may be necessary in the opinion of the Engineer-in-Charge to make the works conform to the provisions and contents of the specifications, without any extra costs to the Purchaser. Approval by the Engineer-in-Charge or by the authorized representative of the Corporation of the specification or any other activities related to the works shall not relieve the Contractor of his responsibility and obligation.</p> <p>47.3 If any action in Court is brought against the Purchaser or Engineer or an Officer or agent of the Purchaser, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract or for damage or injury caused by the alleged omission or negligence or any other act on the part of the Contractor, the Contractor shall in all such cases indemnify and keep the Purchaser, and the Engineer and/or his representative, office or agent harmless from all losses, damages, expenses or decrees arising out of such action.</p>	<p>47. Responsibility of the Contractor</p> <p>47.1 The Contractor shall guarantee and be entirely responsible for the execution of the Contract in accordance with the specification schedules and appendices. He shall further guarantee and be responsible for the quality and workmanship of all materials and completed works, timely delivery of the materials within the OK completion period and removal of defects in the equipment or works during the warranty period.</p> <p>47.2 The Corporation shall have the right to direct the Contractor to make any change which may be necessary in the opinion of the Engineer-in-Charge to make the works conform to the provisions and contents of the specifications, without any at an extra cost to the Purchaser. Approval by the Engineer-in-Charge or by the authorized representative of the Corporation of the specification or any other activities related to the works shall not relieve the Contractor of his responsibility and obligation.</p> <p>47.3 If any action in Court is brought against the Purchaser or Engineer or an Officer or agent of the Purchaser, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract or for damage or injury caused by the alleged omission or negligence or any other act on the part of the Contractor, the Contractor shall in all such cases indemnify and keep the Purchaser, and the Engineer and/or his representative, office or agent harmless from all losses, damages, expenses or decrees arising out of such action.</p>	Bid conditions shall prevail
267	TCS	48: Confidentiality of Contract	25	<p>48: Confidentiality of Contract Documents and Matters</p> <p>All documents, correspondences, decision and other matters concerning the Contract shall be considered as</p>	<p>48: Confidentiality of Contract Documents and Matters</p> <p>All documents, correspondences, decision and other matters concerning the Contract shall be considered as</p>	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
		Documents and Matters		confidential & restricted nature by the Contractor and he shall not divulge or allow access there to unauthorized person of any kind	<p>confidential & restricted nature by the Contractor and he shall not divulge or allow access there to unauthorized person of any kind.</p> <p>Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective NEEPCOs. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This confidentiality restriction shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it:</p> <p>a. Is obtained from another source without restriction.</p>	

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; c. becomes generally known to the public without violation of this Proposal; d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information; e. is required to be provided under any law, or process of law duly executed.	
268	TCS	Limitation of liabilities	27	61. Limitation of liabilities 61.1 Except in cases of gross negligence or willful misconduct, neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of SI to pay liquidated damages to the Purchaser; and 61.2 The aggregate liability of SI to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, goods and/or related services, or to any obligation of SI to indemnify the Purchaser with respect to patent infringement.	61. Limitation of liabilities 61.1 Except in cases of gross negligence or willful misconduct, neither party shall be liable to the other party for any indirect , special, exemplary, punitive or consequential loss or damage, loss of use, loss of data, loss of production, or loss of profits or interest costs provided that this exclusion shall not apply to any obligation of SI to pay liquidated damages to the Purchaser; and 61.2 The aggregate liability of SI to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total amount paid to Bidder by the BUYER in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose) the amount specified in the Contract Price Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, goods and/or related services, or to any obligation of SI to indemnify the Purchaser with respect to patent infringement. Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the BUYER or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					behalf of the BUYER, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise OK the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER. Such failures or delays shall be brought to the notice of the BUYER and subject to mutual agreement with the BUYER, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the BUYER for additional costs incurred in connection with correction or remedy as above at time & material rate card as OK upon between the parties.	
269	TCS	Deliverables	New Clause		The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.	Bid conditions shall prevail
270	TCS	Acceptance of Deliverables	New Clause		NEEPCO will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal. The application software (if any) will be delivered/installed for acceptance to NEEPCO as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of NEEPCO. NEEPCO will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request OK in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by NEEPCO. Contractor will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by NEEPCO, will be notified to Contractor in writing not later than two (2) weeks of delivery. Contractor will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. NEEPCO will confirm acceptance in writing to Contractor.	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					<p>The NEEPCO shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by NEEPCO if the NEEPCO (a) fails to provide the list of non-conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of OK review and acceptance testing procedure, such as UAT).</p> <p>Reworking of defects shall be at the cost of Contractor provided the defects are for reasons solely and entirely attributable to the Contractor, in all other cases it shall be to the account of the NEEPCO. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.</p>	
271		Change Management Procedure	New Clause		<p>A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the NEEPCO to Contractor or vice-versa in the form of a Change Request document. The request for change will then be assessed by Contractor to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Contractor will present this assessment to the NEEPCO for its approval within a reasonable time period. Contractor will incorporate the change after receiving the NEEPCO's written approval. In case of delay in approval by the NEEPCO, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p>	Bid conditions shall prevail

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
272	TCS	Change Management Procedure	New Clause		Changes in the requirements like office space, hardware/ software, and tools etc. during the execution of the assignment will be conveyed by Contractor to the NEEPCO. These will be evaluated jointly by the NEEPCO and Contractor and will be provided by the NEEPCO at no cost to Contractor.	Bid conditions shall prevail
273	TCS	Taxes	New Clause		All fees payable to Contractor are exclusive of any sales, use, value added tax, service, GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, NEEPCO shall be responsible to pay or reimburse Contractor the amount of such taxes. Where applicable, Contractor shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the NEEPCO. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the NEEPCO. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.	Bid conditions shall prevail
274	TCS	Reimbursement of Tax/Levy	New Clause		Contractor shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Contractor.	Bid conditions shall prevail
275	TCS	Intellectual property rights:	New Clause		All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Contractor's proprietary products or components thereof any development carried out by Contractor thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Contractor and NEEPCO shall not acquire any right title or interest of any nature therein except to the extent provided herein. Contractor shall however grant in favour of NEEPCO the right and non-exclusive, non-transferable, perpetual and	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					<p>irrevocable license to use the software for the purposes OK hereunder. The foregoing license does not authorize NEEPCO to (a) separate Contractor pre-existing IP from the deliverable/software in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Contractor pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Contractor in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Contractor pre-existing IP.</p> <p>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 owner's/ Contractor's licensor and NEEPCO shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</p>	
276	TCS	Warranty	New Clause		<p>Contractor shall warrant that the delivered software meets the requirements as specified in the detailed Specifications. This warranty shall remain valid for three (3) months after the acceptance of the software by the NEEPCO or three (3) months after the delivery of the software, whichever is earlier.</p> <p>NEEPCO shall promptly notify Contractor in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Contractor under this warranty. Upon receipt of such notification, Contractor shall remove the 'defect' in the application software.</p> <p>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the NEEPCO. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above</p>	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					<p>mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Contractor and operation of the deliverables on incompatible hardware not recommended by Contractor; (ii) any change, not made by Contractor, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the NEEPCO without the written permission of Contractor; or (iv) defects in components or materials provided to Contractor by NEEPCO in connection with the preparation of the deliverable.</p> <p>In case of breach of this warranty, NEEPCO's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determine that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the NEEPCO if already paid by the NEEPCO.</p> <p>EXCEPT AS SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTIES TO NEEPCO, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE CONTRACTOR.</p>	
277	TCS	Additional Support and Services	New Clause		In case the NEEPCO requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Contractor on availability-basis at its then current market rate.	Bid conditions shall prevail
278	TCS	Travel and Related Expenses	New Clause		Should the assignment require any travel by any Contractor expert outside their respective base location(s), the NEEPCO will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.	Bid conditions shall prevail

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
279	TCS	Cost Escalation	New Clause		Contractor will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Contractor like delays in inputs/approvals by the NEEPCO, non-availability of facilities at the NEEPCO, increase in the scope of the OK Change-Requirements or increase in the NEEPCO's Implementation support requirements etc., Contractor will bring this to the attention of the NEEPCO. All such cost increases will be discussed and mutually OK upon. Contractor will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal	Bid conditions shall prevail
280	TCS	Non-employment	New Clause		The NEEPCO will neither offer to employ nor employ, directly or otherwise, any Contractor employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising here from.	Bid conditions shall prevail
281	TCS	General Indemnity			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 times 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.	Bid conditions shall prevail
282	TCS	Indemnity for infringement of intellectual property rights	New Clause		Except to the extent otherwise provided herein, no liability shall result to other Party from delay in performance of from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labour trouble but each of the hereto shall be diligent in attempting to remove such cause or causes. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused,	Bid conditions shall prevail

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					terminate this Assignment without liability, by notice in writing to the other party. However Contractor shall be entitled to receive payments for all services rendered by it under this Assignment.	
283	TCS	Nonexclusively	New Clause		Contractor shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services OK to be offered by Contractor under this Proposal.	Bid conditions shall prevail
284	TCS	Independent Relationship	New Clause		This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.	Bid conditions shall prevail
285	TCS	Modification	New Clause		This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.	Bid conditions shall prevail
286	TCS	Publicity	New Clause		Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.	Bid conditions shall prevail
287	TCS	Entire Understanding	New Clause		This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supersedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.	Bid conditions shall prevail
288	TCS	Tata Code of Conduct:	New Clause		The business activities of the Contractor are self-regulated by the "Tata Code of Conduct". The NEEPCO undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of Contractor. Contractor, in turn, undertakes that it will maintain confidentiality of all communications received.	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
289	TCS	Survival	New Clause		The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.	Bid conditions shall prevail
290	TCS	IPR indemnity from NEEPCO	New Clause		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 a court decree or otherwise. This clause shall survive the termination of this agreement. The NEEPCO will indemnify, defend and hold Contractor harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Contractor arising out of the use or possession of the facilities/equipment or location of NEEPCO by Contractor or its personnel, unless caused by the negligence of Contractor personnel and the limitation of liability provided herein shall not apply to such loss, injury, claim or damages.	Bid conditions shall prevail
291	TCS	Termination in case of default and non-payment of fees:	New Clause		Contractor may terminate this Agreement for cause if NEEPCO materially breaches this Agreement, provided Contractor gives NEEPCO notice of such breach and it remains uncured after 30 days following notice. If any amount due and payable by NEEPCO under the Agreement is more than 30 days overdue; and there is no dispute between NEEPCO and Contractor in relation to that amount, Contractor may issue to NEEPCO a notice that	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					payment is overdue. If NEEPCO fails to pay Contractor within 7 days after the date of such notice, Contractor may by a further notice to NEEPCO terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.	
292	TCS	SLA Exclusions	New Clause		<p>The time lost due to any of the following causes shall not be included in calculating “Fix/Work Around Available Time” or “Resolution Time”:</p> <ul style="list-style-type: none"> i Time lost due to power or environmental failures; ii Time taken to recover the equipment because of power or environmental failures; iii Time lost due to damage or malfunction of the equipment or any of the units thereof due to causes attributable to Customer/OEM, such as attachment of additional devices, making alteration to the system, participate in maintenance of the system, etc., without Contractor/ Vendor’s consent. iv Time taken for scheduled maintenance/ troubleshooting (including back-up and restore times) either for preventive purposes or improvement in function or other purposes; v Time taken for reconfiguration or other planned downtime situations; vi Scheduled shutdowns as required by Owner/ Purchaser. Contractor/ Vendor may also request Owner/ Purchaser for a shutdown for maintenance purpose, which request will not be denied unreasonably by Owner/ Purchaser. vii Time taken for booting the systems. viii Time taken to get approval from all stakeholders for the exclusive availability of system for support activities where the prospective solutions can be tested prior to promotion into production. ix Time taken by Customer to approve the work around or fix. x Time taken by the third-party vendors and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarifications. 	Bid conditions shall prevail
293	TCS			1) The Bidder must be in the Gartner Magic Leader Quadrant of the proposed ERP product for implementation and AMS	This makes sure the best in technical ability bidders of the ERP biz. Participate in the bidding process.	Bid conditions shall prevail

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
294	TCS			2) The bidder should be CMMI 5 certified company	All the past credentials should be considered only when the bidder has executed the ERP projects being a CMMI 5 organization as part of Evaluation.	Refer Corrigendum No.1, dated 05.10.2018
295	TCS			3) Under Evaluation Criteria/ Marking, there shouldn't be any binding like "All credentials should be of the proposed ERP product" for the following reasons.	This would increase the no of bidders and make sure SAP/Oracle gave the best price by which the total owner ship cost of ownership (TCO) will reduce for Neepco.	Refer Corrigendum No.1, dated 05.10.2018
296	TCS			4) All the credentials should be from the end customer and not from any OEM.	This would ensure the veracity of the credentials and eliminates baisness.	Bid conditions shall prevail
297	TCS			5) All the sited ERP project should be in completed state and no ongoing project would be considered.	This would ensure the success story of the credentials as a successful Implementation.	Bid conditions shall prevail
298	TCS			6) Limitation of Liability clause	Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the BUYER or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise OK the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER. Such failures or delays shall be brought to the notice of the BUYER and subject to mutual agreement with the BUYER, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the BUYER for additional costs incurred in connection with correction or remedy as above at time & material rate card as OK upon between the parties. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.	Bid Condition prevails



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount paid to Bidder by the BUYER in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.	
299	Tech Mahindra	1. Section - I Instructions to bidders	Clause 4.1, point 4 Page 5	Project Implementation Experience	We would request the modification of the Clause to “Out of the above 3 (three) implementations, at least 1 ERP implementation with at least 300 transactional licenses should be completed and be in Energy/ Power Utilities Sector in India /Globally” as the existing clause would favour particular product	Refer Corrigendum No.1, dated 05.10.2018
300	Tech Mahindra	2. Section - II Instructions to bidders	Clause 3.9.2	Experience in Completed offered ERP engagements in Indian/Globally Power Sector	We would request the modification of clause to: "Experience in Completed ERP engagements in Indian/Globally Power Sector" AND “Bidder submits at least 3 (three) ERP implementations in Power Utilities Sector in India/Globally with at least 2 ERP implementations in Power Generation/Power Utilities sector in India/Globally and one with minimum 100 licenses and rest with 300 licenses.” Note: All offered ERP implementations provided by Bidder for evaluation point would need to be completed with experience of implementing at least 4 (four) functions out of the following functional areas in each such ERP implementation- <ul style="list-style-type: none"> • Inventory & Procurement • Asset Maintenance Management /Asset Management • Human Resource Management & Payroll • Finance and Accounting • Business Intelligence Reporting • Plant Operations • Project Management 	Refer Corrigendum No.1, dated 05.10.2018



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
301	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.3 Page 30	Supply of ERP licenses and software	Can you please provide the user break up by functional tracks for 300 and 500 transactional users respectively? E.g. No. of users for Finance, HR, Payroll, Procurement & Projects etc. in both the phases.	Kindly refer to functional requirements. Part of Bidder's "As-is". To be taken on industry standards
302	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.4 Page 33	Supporting NEEPCO in procurement, installation and commissioning of IT Infrastructure	Is procurement and installation of hardware part of the scope of this RFP? Please clarify.	Kindly refer Section-I, 2.1.12 for temporary hardware procurement. DC and DR hardware procurement not a part of the current scope.
303	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.14 Page 44	Post Go-Live support	what is the duration of post Go-Live support NEEPCO is expecting post implementation? In Section 5.5.2 Annual Functional support, it is mentioned that it is required for a period of 3 years where as in section 5.14 it is mentioned for 5 years support. Please clarify what is the duration needs to be considered as part of scope.	Refer Corrigendum No.1, dated 05.10.2018
304	Tech Mahindra	2. Section - II. Instructions to bidders	Section 6.3 Page 47	Geographic scope	Can we assume that the entire project will be implemented centrally from one project location and users from different locations will travel to project location during important milestones of the project. Please confirm if our understanding is correct.	Kindly refer to functional requirements. Part of Bidder's solutioning. To be taken on industry standards
305	Tech Mahindra	2. Section - II. Instructions to bidders	Section 6.3 Page 47	Geographic scope/ Organization structure	Can you please share the no. of legal entities, operating units, ledgers and project organizations to be considered as part of scope? Also, Can you please share your organizations detailed ORG chart with reporting hierarchy?	Bid Condition prevails
306	Tech Mahindra	2. Section - II. Instructions to bidders	Section 6.15 Page 64	Language support	Language support: Are you expecting Hindi language to be implemented as part of implementation scope? Please confirm.	Yes, confirmed- Hindi and English are required languages in the system.
307	Tech Mahindra	2. Section - II. Instructions to bidders	Section 6.16 Page 68	Arrangement of temporary system	Are you expecting bidder to provision for temporary system (Development, Testing, Training Servers etc.) till the procurement of software and hardware by NEEPCO? If yes, can you please provide the tentative timeline to procure the hardware and software by NEEPCO? How are you going to make payment to Implementation vendor for temporary systems?	Already specified in Clause 2.1.12- Section-I Tentative timeline - As per Bidder's solution and requirement Payment milestone for the same available



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
308	Tech Mahindra	4.Section-IV. Technical Specification	HR-> 1.2.41 Page 7		What is the communication pattern supported by the Biometric system to be integrate with Attendance management system i.e. Database, File, Queues, Web service ?	Bid condition prevails.
309	Tech Mahindra	4.Section-IV. Technical Specification	HR-> 1.25 Page 35	Integration	How is APAR system currently Integrated with existing systems?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
310	Tech Mahindra	4.Section-IV. Technical Specification	8. Commercial-> 8.11.5 Page 106	Integration	Currently how is the data exchanged between NEEPCO and energy Trading Organizations? Are you using any B2B Platform for integration or using File based integrations ?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
311	Tech Mahindra	4.Section-IV. Technical Specification	Application Domain -> 1.11 Page 110	Integration	We understand that you are Looking for MOM & ORB kind of middleware for Integrations. But are you open for SOA based middleware for Integrations as would be more Robust, Scalable and Easily Manageable ?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
312	Tech Mahindra	4.Section-IV. Technical Specification	Application Domain -> 1.31 Page 112	Integration	Could you please List the 3rd Party softwares and Legacy application that needs to be Integrated with the ERP Application? What kind of communication pattern is supported by those applications ?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
313	Tech Mahindra	4.Section-IV. Technical Specification	Integration technical requirements -> 7 Page 118	Integration	Do the following Devices i.e. bar code reader, PDA, mobile phone, weigh bridge, smart card reader, RF devices, automated test equipment etc. Support API/Web service based Integrations ?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
314	Tech Mahindra	4.Section-IV. Technical Specification	General	Integration	Could you please lets us know the approximate number of integrations that would be required to be built for the ERP with the 3rd party/legacy systems ?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
315	Tech Mahindra	4.Section-IV. Technical Specification	Section: 4 Workflow Management Page 113	Workflow	How many Document Workflows need to create in the Document management system? Pls specify in general how many Approval steps are required for Workflows approval?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
316	Tech Mahindra	4.Section-IV. Technical Specification	Section: 4 Workflow Management Page 113	Digital signature	Whether any requirement for Digital Signature ?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
317	Tech Mahindra	4.Section-IV. Technical Specification	Section: 3 Document Management Page 113	Document Management	Approx. How many users, groups from each Departments are going to access the Document Management systems?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
318	Tech Mahindra	4.Section-IV. Technical Specification	Section: 3 Document Management Page 113	Document Management	Pls specify annually what is the approximate size of documents upload?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
319	Tech Mahindra	4.Section-IV. Technical Specification	Data Migration	Document Management	What is the existing legacy system from where Data migration need to do? What is the overall size of documents needs to migrate?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
320	Tech Mahindra	4.Section-IV. Technical Specification	Section: 3 Document Management Page 113	Document Management	How Document Management is Going to access by the users, Whether It is through any Portal or some other Applications?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
322	Tech Mahindra	4.Section-IV. Technical Specification	Section: 3 Document Management Page 113	Document Management	What do you mean by document to document cross referencing? Could you please elaborate with an example.	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
323	Tech Mahindra	4.Section-IV. Technical Specification	Section: 3 Document Management Page 113	Document Management	What do you mean by indexing part of document?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
324	Tech Mahindra	4.Section-IV. Technical Specification	Section: 3 Document Management Page 113	Document Management	Could you please elaborate auto distribution of document with an example?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
325	Tech Mahindra	4.Section-IV. Technical Specification	Current software at NEEPCO Page: 121	Integration	Current software at NEEPCO: Can you please provide the list of current softwares which needs to be integrated with proposed ERP applications?	Refer to Section-IV- List of current software provided by NEEPCO
326	Tech Mahindra	4.Section-IV. Technical Specification	Finance & Accounts Page 48	Finance & Accounts	Can you please provide the details on how the consolidation of ledger happens currently and at what level?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
327	Tech Mahindra	4.Section-IV. Technical Specification	Finance & Accounts Page 48	Finance & Accounts	Is there any requirement to have different ledgers with different accounting for same transactions and legal entities?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
328	Tech Mahindra	4.Section-IV. Technical Specification	Project Planning & Scheduling Page 52	Project Planning	Project planning & execution: Can you please provide what are the projects and types of projects are being executed by CCSS?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
329	Tech Mahindra	4.Section-IV. Technical Specification	Business Intelligence	Reporting	Do you have any specific Business Intelligence Reporting requirement identified for individual ERP modules (HR, Finance, Procurement etc.)? Note that Functional scope included in this document does not include any Business Intelligence Reporting Requirement	Business Intelligence reporting is required and is integrated within specific modules on functional requirements.



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

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330	Tech Mahindra	4.Section-IV. Technical Specification	Business Intelligence	Reporting	Are you open to implement Out of Box Business Intelligence Solution for individual ERP modules like HR, Finance, Procurement etc.?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
331	Tech Mahindra	4.Section-IV. Technical Specification	Business Intelligence	Reporting	In-case of any custom Business Intelligence Reporting solution requirement, what would be the approximate number of Reports and Dashboard pages that needs to be developed?	Around 100 custom BI reports are expected by NEEPCO as a part of the solution
332	Tech Mahindra	4.Section-IV. Technical Specification	Business Intelligence	Reporting	What is the total number users who would access the Business Intelligence reporting requirement?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
333	Tech Mahindra	4.Section-IV. Technical Specification	Business Intelligence	Reporting	Do you have any requirement of integration BI Reporting solution with LDAP and any SSO requirement for the Business Intelligence Reporting Solution?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
334	Tech Mahindra	4.Section-IV. Technical Specification	Reports		Do you have any reporting requirements (XML reports) other than BI reporting? If yes, please provide approximate count of those reports?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
335	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.12 Page no: 42	Organization change management	Organization Change management: NEEPCO Divisions and Departments in scope of ERP implementation?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
336	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.12 Page no: 42	Organization change management	Total no. of stakeholders directly impacted by ERP Implementation? Please give location wise breakup of Strategic, tactical and Operational level and sum it up Impacted Internal Stakeholder Strategic level =? Tactical level =? Operational level =?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					Total no. of stakeholders =?	
337	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.12 Page no: 42	Organization change management	Pilot location and no. of stakeholders in pilot phase	Specified in the tender document
338	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.12 Page no: 42	Organization change management	a.) Are NEEPCO customers going to use / interface the ERP in any ways? E.g. self service module for bill payment or product enquiry or customer complaints etc. using web services? B.) If yes, is bidder required to create a self-learning Training module	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution for training
339	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.12 Page no: 42	Organization change management	Will the ERP cover - Meter Data Management, Customer Care and Billing, Customer Self Service environment?	Not applicable for the present procurement.
340	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.12 Page no: 42	Organization change management	Training approach would be 'Train the Trainer' approach. If yes, no. of probable trainers from NEEPCO.	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution for training
341	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.12 Page no: 42	Organization change management	Assumption - Only NEEPCO internal stakeholders are in the scope for Organization change management. Please clarify	Confirmed
342	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.12 Page no: 42	Organization change management	An insight into the current state of educational background and computer operating skills of the impacted stakeholders to understand the change impact on roles and responsibilities Example – 1. Currently working on excel / legacy system 2. Currently working on office files using pen and paper model	Both models used by NEEPCO. Employees use both excel/ legacy systems as well as office files for communications.
343	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.12 Page no: 42	Organization change management	Assume that business processes will change as a result of the ERP Implementation. If so, then which business processes and how many impacted stakeholders approximately?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

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344	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.12 Page no: 42	Organization change management	Is there a possibility of setting up a new business unit, as a result of ERP implementation for example IT Security, IT infrastructure (Data Centre, Data Recovery)	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage. Yes possibility exists, however would depend upon Bidder's solution for NEEPCO.
345	Tech Mahindra	4.Section-IV. Technical Specification	Accounts receivable	Mass retail billing of energy should be possible	Can you please elaborate the requirement? How is it related to Accounts receivable?	Refer to functional requirements of the bid.
346	Tech Mahindra	4.Section-IV. Technical Specification	General Ledger	Accounting Structure	Can you please provide the current chart of accounts structure?	Refer to functional requirements of the bid.
347	Tech Mahindra	4.Section-IV. Technical Specification	Project Planning	Schedules and networks created in Primavera to be imported	Can you confirm that this requirement is out of scope of this RFP? Does it mean integration with Primavera should not be considered as part of scope?	Yes, confirmed
348	Tech Mahindra	4.Section-IV. Technical Specification	Project Planning	Synchronization of versions	Can you please elaborate the requirement? How the latest versions of both existing applications and the ERP system should be available simultaneously? We assume that the implementation vendor will be responsible for any changes in existing applications? Please confirm if our understanding is correct.	One-time Primavera data migration for all running projects shall be in the scope of the Bidder. In a stable phase, NEEPCO shall shift to Project management module of the Bidder's solution.
349	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll	Employee data	Employee Headcount: Confirm that the headcount (Active and Inactive) covered by the HCM implementation?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
350	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll		Architecture : Can you please provide architectural overview of existing HRIT Landscape ?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
351	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll		Can you please provide various third party tools and applications which you want to continue and interface with ERP Application along with explanation on the nature of third-party transactions	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
352	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll		What is the current legacy system used for HR to store employee data	MATFIN is used for current HR and payroll systems
353	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll	Data Migration	How many years of HR (employee) History data to be loaded? Does conversion needed for Inactive (terminated) Employees?	Detailed Study to be carried out by the bidders and the same shall be finalized during blueprint phase
354	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll	Performance Management	Performance Templates: how many evaluations do you have in your organization - Annual Evaluation, Mid-year Evaluation, Project Evaluation and any other.	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
355	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll	Performance Management	Rating Model: Is the rating model used the same for all the workers? (Manager & Non Managers). Are the Performance evaluation periods & frequencies always the same?	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
356	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll	Absence Types	Can you please provide the list of leave types currently used in the respective location of NEEPCO? e.g.: Vacation Leave, Maternity Leave, Paternity Leave"	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
357	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll	Compensation plans	Compensation Plans; How many compensation plans do you have? How many compensation cycles for salary increases do you have? How many compensation statement templates do you have?	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
358	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll	Payroll system	Current Payroll System: What is the current Payroll system being used, confirm the different system utilized for maintaining Payroll of Employees	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
359	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll	Interfaces	Interfaces: Will you require integration between on-premise and Legacy solutions? Could you elaborate on Legacy Applications that requires interface to be built?	NEEPCO expects to have minimal interfaces with legacy system. The actual integration need would be determined



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
						post Bidder's As-is assessment of the organisation.
360	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll	Mobility	Mobility: Do you require your IT Solution to be accessible everywhere and on any device?	Standard solution for meeting functional requirements are expected from the Bidder. Final requirements to be decided at Business Blueprint stage
361	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll		Emerging Technology: Are looking for HR solution based on Emerging Technologies like IOT Connected Worker / AR, Artificial intelligence + Machine Learning , Chabot (Alexa) / RPA enabled features ?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
362	Tech Mahindra	4.Section-IV. Technical Specification	HR & Payroll		Predictive Analytics: Any Specific requirement related to Predictive Analytics / HR Data Mart / Advanced Analytics Requirements?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
363	Tech Mahindra	2. Section - II. Instructions to bidders	Section 5.3, Clause 5.3.4, Pg 30-32	Supply of ERP licenses and software	What is the total estimated count of users (inclusive of administrators, planners, reviewers, viewers, reporting users, etc.) expected to access the financial planning and budgeting solution in the Production environment?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
364	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	What is the approx. number of departments within each unit/ site participating in the planning and budgeting exercise?	Bidder to undertake a detailed "As-is" assessment and utilise the findings to create a best in class industry solution at Business blueprint stage
365	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	It is understood that your planning/ budgeting cycle corresponds to the financial year (Apr to Mar). Please specify the timeframe when you initiate the planning/ budgeting activity	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
366	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	How is the planning and budgeting exercise being carried out today? Is it done manually using Excel spreadsheets? If so: 1) Please share the number of such Excel templates currently in use. Please count each Excel worksheet/ tab as a separate template.	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
					2) If possible, can these templates be shared after removing sensitive data?	
367	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	In addition to planning and budgeting, do you also perform forecasting? If yes: 1) What is the frequency of forecasting (e.g. monthly or quarterly)? 2) Do you perform "fixed window" or "rolling" forecasts?	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
368	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	Based on the stated requirements, it is understood that Capital Asset (CAPEX), Expense (OPEX) and Revenue planning are in scope for the financial planning and budgeting solution. Please confirm	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
369	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	Please confirm whether Manpower/ Staff Cost planning is in scope as part of overall Expense planning process. If yes, please elaborate on the existing manpower planning process. Is it restricted to planning headcount and related compensation expenses only?	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
370	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	Do you plan Capex at the Asset level <u>OR</u> Asset Category/ Sub-Category level?	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
371	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	What method(s) are used to calculate Capex depreciation (e.g. straight-line, accelerated, etc.)?	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
372	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	Is Capex planned directly on amount basis by users <u>OR</u> do they only plan for quantity/ count and system is expected to compute the Asset Value based on standard rates?	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
373	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	Please explain in detail how Revenue is planned at present	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
374	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	Do you perform any assumption or driver based planning/ budgeting? If yes, please provide examples of key assumptions/ drivers used across various planning processes (OPEX, CAPEX and REVENUE)	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
375	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	Approx. how many reports are expected out of the proposed planning and budgeting solution? These include budget reports at various levels (e.g. project/ generating station, region, company), budget comparison reports (e.g. Initial approved budget vs. Revised budget), variance reports (e.g. Budget vs. Actual), etc.	Standard CPSU models are used. Bidder is expected to bring in experience of working with similar clients in the space.
376	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	Please confirm whether the proposed planning/ budgeting solution is required to support a single currency (INR) <u>OR</u> multiple currencies	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
377	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	Please explain the current process for review and approval of plan/ budget data. How many levels of review/ approval exist as of date and what are they?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
378	Tech Mahindra	4.Section-IV. Technical Specification	Section 2, Clause 2.3.1, Pg 37-38	Annual financial planning and budgeting	Please explain what kind of history data, if any, is to be migrated to the proposed planning/ budgeting solution. What is the approximate volume of such data in terms of years and GB?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
379	Tech Mahindra	2. Section - II. Instructions to bidders			Please confirm what is expected RTO and RPO	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
380	Tech Mahindra	2. Section - II. Instructions to bidders			Please confirm if DR site is required in Active or Passive mode. Is any workload sharing is expected on DR site	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
381	Tech Mahindra	2. Section - II. Instructions to bidders	5.3.11.2		Please confirm our understanding on "Each person will have a separate login id. Each id will have a separate ERP license (onetime) and support (Recurring cost)". Is customer looking for NUP License? If yes are you looking for NUP License for Production also.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
382	Tech Mahindra	2. Section - II. Instructions to bidders			Please confirm how many number of reports and dashboards are expected from BI according to complexity. Also confirm users and concurrent users for reporting	Around 100 custom BI reports are expected by NEEPCO as a part of the solution
383	Tech Mahindra	2. Section - II. Instructions to bidders			Please confirm number of users and concurrent users for Document Management system	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
384	Tech Mahindra				Please confirm total number of documents to be stored for each user in DMS and also mention approximate size of documents.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
385	Tech Mahindra	2. Section - II. Instructions to bidders			Please confirm number of users, concurrent users and total number of expected transactions for Integration system	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment
386	Tech Mahindra	2.Section-II Instruction to Bidders	/5.3 Supply of ERP licenses and software /5.3.9 Page: 32	5.3.9 The procurement of licenses would be undertaken in two tranches as follows- 5.3.9.1 Tranche- I (Consisting of 300 transaction licenses with 500 employee self-service licenses) for pilot rollout 5.3.9.2 Tranche-II (Consisting of 500 transaction licenses with 1008 employee self-service licenses) for full scale rollout	Please mention when would each Tranche be procured so that we can provide price commitments for a specified period. Also, please do mention the percentage of variance of actual numbers of licenses from the qty currently mentioned that is envisaged.	Refer Corrigendum No.1, dated 05.10.2018
387	Tech Mahindra	2.Section-II Instruction to Bidders	/5.3 Supply of ERP licenses and software /5.3.6, Page No: 32	The above numbers are calculated on the basis of actual strength of NEEPCO as on 31.03.2017. These numbers are initial estimates, NEEPCO management can rationalize them through a review exercise. In order to avoid risk of buying more licenses, NEEPCO may obtain less than the above-mentioned licenses initially and have a rate contract with the Bidder to procure additional licenses at the same rate as and when required in the next few years.	Is NEEPCO looking for a rate contract only for the licenses? OR a combination of initial purchase followed by a Rate Contract? Please clarify. If NEEPCO wants a rate Contract please do specify the min quantity guaranteed and the period of validity of rate Contract.	Refer Corrigendum No.1, dated 05.10.2018
388	Tech Mahindra	2.Section-II Instruction to Bidders	/5.3 Supply of ERP licenses and software /5.3.10, Page 33	Licenses specified are only for budgetary purposes. Actual numbers and its phasing would vary with actuals on ground.	Is NEEPCO looking for a budgetary pricing only for licenses? Please clarify. If these are for budgetary purpose will the cost of license be considered for financial evaluation ?	Refer Corrigendum No.1, dated 05.10.2018

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
389	Tech Mahindra	1.Section-I. Notice Inviting Bids, 2. Brief scope	Page:4	2.1 13. Supply, installation, configuration & commissioning of ERP licenses as well as ERP related software, database, clustering tools, integration tools & other components	The licensing considerations of the underlying database and middleware components required to run the proposed ERP solution depend on the selected hardware. We do not find any mention of hardware platform for the proposed solution in the RFP document. In such a scenario it is recommended to opt for an industry standard hardware platform (e.g. Intel x86 etc.) for calculating the database and middleware licenses. Please confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
390	Tech Mahindra	4.Section-IV. Technical Specification	Page No: 109	The solution should be based on shared and reusable architectures... The enterprise is to use service oriented development approaches where enterprise-wide opportunities for leverage exist but not at the expense of architectural complexity or functionality	We understand NEEPCO wants to use a modern integration platform which can be used for enterprise-wide integrations between applications (no point-to-point interface) and data using service-oriented approach. Please confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
391	Tech Mahindra	4.Section-IV. Technical Specification	Page No:113	Document management system requirements	Please provide following details for sizing the document management system – - number of total users and concurrent users for document management system - number of users who can author and publish documents - total number and volume of documents - Approx. growth projections	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
392	Tech Mahindra	4.Section-IV. Technical Specification	Page No:113	Document management system requirement	We assume NEEPCO would be looking for the document management system to have strong interoperability nad native compatibility with the new ERP system, supporting for both standard-based as well as out-of-the-box native adapter-based approach; so business users can access, view and initiate tasks on documents associated with transactions directly from ERP. Please confirm	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
393	Tech Mahindra	4.Section-IV. Technical Specification	Page No:113	Document management system requirement	We assume that the DMS must support easy configuration-based approach to define new workflows for documents, as opposed to lots of custom code development. Please confirm	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
394	Tech Mahindra	4.Section-IV. Technical Specification	Page No:113	Document management system requirement	We assume that the DMS should support easy imaging and document extraction for current or future requirements of completely automated paperless process. Please confirm	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
						solutions as per industry standard for NEEPCO
395	Tech Mahindra	4.Section-IV. Technical Specification	Page No:113, 114	Workflow management This should also support creation of secondary workflow by any user in the main workflow, during any stage of the parent workflow and keep track of the same along with the parent workflow.	Please confirm if we need to consider ability to augment ERP processes with additional custom workflows, case management, or business process management. Some of the requirements stated indicates more extensive capabilities (e.g. child workflow instance, track document threads against a court case, dispute etc.) and hence the question	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
396	Tech Mahindra	4.Section-IV. Technical Specification	Page No:118	The solution should have features available to support non-developers to develop new reports / query	Please confirm if the solution should cater to typical functionalities like visualization with charting, drill-down navigation, integration with machine learning models etc. How many business users should we considered for such ad-hoc reports?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
397	Tech Mahindra	4.Section-IV. Technical Specification	Page No:119	Integration technical requirements – The solution should provide standard interfaces and adapters for interfacing with popular applications including other ERP(s	Please mention if any specific adapters are required for specific ERP package/proprietary COTS products. Or does the requirement simply imply that the integration platform should have such adapters conforming to applicable industry-standards (e.g. JCA) and features for extension?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
398	Tech Mahindra	4.Section-IV. Technical Specification	Page No:118	Integration technical requirements	We assume NEEPCO must be looking for advanced functionalities from the proposed integration platform beyond standard integration features e.g. advanced BAM dashboards, managed file transfer, B2B, mobile services, complex event processing for easy IoT integration etc. Please confirm	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
399	Tech Mahindra	2.Section-II. Instructions to Bidders	Page No:57	The integration should be on-line real time or batch where appropriate and to operate in an automated fashion not requiring manual intervention.	Please provide details of batch interfaces for bulk upload/download of data to/from other enterprise applications e.g. no of such interface, avg. file size, frequency of load, permissible time window for batch run etc.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
400	Tech Mahindra	2.Section-II. Instructions to Bidders	Page No:57	The integration should be on-line real time or batch where appropriate and to operate in an automated fashion not requiring manual intervention.	Please provide following details for the real-time interfaces to be considered for initial sizing – - Name of the application, type of interface (e.g. web service, message) - No of interfaces - Total and peak rate of messages through the interface - Avg payload size	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO

**CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018**

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
401	Tech Mahindra	2.Section-II. Instructions to Bidders	Page No:56	6.11.1 Data Migration- The data shall be migrated from NEEPCO's legacy systems by Bidder. However not all historical data is required to be migrated. The scope of data migration will be for each of the core and other processes identified in the Functional Scope section above.	Please provide following details for data migration- - Total volume of data to be migrated - Total no of tables and avg. records per table - No and size of source applications/ database	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
402	Tech Mahindra	2.Section-II. Instructions to Bidders	Page No:56	These licenses will be required to be deployed on a centralized server with n-tier architecture and at a later date also on a disaster recovery site (DR) which will act as backup to the main server	1. Can we assume 100% DR i.e. same as DC? 2. Can we consider standard requirements for similar scale ERP deployment e.g. zero data loss protection, incremental backup, rolling upgrade, active standby for reporting workloads etc. 3. Could you elaborate the RTO and RPO requirements?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
403	Tech Mahindra	2.Section-II. Instructions to Bidders	Page No:53	Reports and business intelligence	Please mention number of report users, and no of custom reports and dashboards for initial sizing.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
404	Tech Mahindra	4.Section-IV. Technical Specification	Page No:119	The solution should run in a clustered environment with a single database server that will run multiple workloads	Please provide estimated total data volume and growth projection that can be considered for initial sizing of the database and storage components	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
405	Tech Mahindra	4.Section-IV. Technical Specification	Page No:119	The solution should run in a clustered environment with a single database server that will run multiple workloads	Can we assume strong security options typically employed by all modern ERP deployments to protect against security breaches e.g. multiple factor based authorization for database level data access, privileged accounts for restricted operations as per DB user's role/responsibility etc.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
406	Tech Mahindra	4.Section-IV. Technical Specification	Page No:119	The solution should run in a clustered environment with a single database server that will run multiple workloads	We strongly recommend encryption of data-at-rest to ensure storage level security for data. Please confirm.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
407	Tech Mahindra	4.Section-IV. Technical Specification	Page No:119	The solution should run in a clustered environment with a single database server that will run multiple workloads	Does the solution need to maintain any database level access control of data?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
408	Tech Mahindra	4.Section-IV. Technical Specification	Page No:119	The solution should run in a clustered environment with a single database server that will run multiple workloads	Please mention peak concurrent users (for web and mobile) the solution must support	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
409	Tech Mahindra	4.Section-IV. Technical Specification	Page No:119	The solution should run in a clustered environment with a single database server that will run multiple workloads	Please confirm if data should be partitioned at DB level e.g. data should be segregated across different sub-org at database level.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
410	Tech Mahindra	4.Section-IV. Technical Specification	Page No:119	The solution should run in a clustered environment with a single database server that will run multiple workloads	Do we need to consider masking of data e.g. generation of test data?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
411	Tech Mahindra	2.Section-II. Instructions to Bidders	Page No:56	The supplied RDBMS should be able to support at least 1,500 transactional users NEEPCO wishes to deploy an ERP solution which caters to 800 transactional ERP users.	Please confirm number of concurrent transactional users (including growth projections) we should consider for initial sizing of the solution.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
412	Tech Mahindra	Section IV , Technical Specification -	Section Leave & Attendance 1..8.27, Page No:28	Manage attendance in case of travel/official tour approved by competent authority – Integrate with travel management	How is attendance tracked for employees, is it positive attendance or negative attendance?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
413	Tech Mahindra	Section IV , Technical Specification -	Section Leave & Attendance 1..8.19, Page No:29	Integrate attendance management with biometric systems / card swap systems in the company	What kind of integration is required with the time-capture devices?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
414	Tech Mahindra	Section IV , Technical Specification -	Section Organization Management 1.1.23, Page No:3	Project the cost implications of adding new /modify - manpower / Department/Function/Position	What cost implications are expected in addition of a new department/function/position and how is the system expect to provide that?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
415	Tech Mahindra	Section IV , Technical Specification -	Section Training and Development 1.3.2, Page No: 3	Undertaking training need analysis for various units for creating a training calendar using multiple tools e.g. performance management, self-nomination etc.	What are the kind of trainings for which nomination would be sent? Are they e-learning or e-courses?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
416	Tech Mahindra	General	Page No:10		Request to provide module wise users breakup	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
417	Tech Mahindra	Section IV , Technical Specification -	Section Contracts 4.4.1,Page 58	This structured data is captured from secondary sources current interaction with the vendors	What kind of secondary sources are used, is this a third party application ?any integration is required with ERP?	While NEEPCO shall endeavor to reduce the integration of legacy applications, however the actual need shall be determined at the time for business blueprint stage for bidder.
418	Tech Mahindra	Section IV , Technical Specification -	Section Contracts 4.16.2,Page 62	Approval of L-2 network	what is the approval scenario in post award execution of contract ?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
419	Tech Mahindra	Section IV , Technical Specification -	Section Contracts 4.30,Page No:67	There should be a provision for Price variation in price indices	what kind of provision is required and which price indices is being referred	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
420	Tech Mahindra	Section IV , Technical Specification -	Section Maintenance 7.6.10,Page No:92	Risk based maintenance should be supported	What kind of risk based maintenance is required? Could you elaborate with a use case	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
421	Tech Mahindra	2. Section - II. Instructions to bidders	5.3.6 (Page 32)		Licenses counts written on RFP is final or on lump sum as the User count provide in RFP as per 31.03.2017.	Refer Corrigendum No.1, dated 05.10.2018



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
422	Tech Mahindra	2. Section - II. Instructions to bidders	Page 63 (Scope-> Data Migration)		Is there any requirement of digitalization? If yes then information required for effort analysis in case of digitalisation require from hardcopies or records. Size of existing data or daily growth which need to be migrate in proposed system is not available. This information is required to analyze efforts required for data migration.	While NEEPCO shall endeavor to reduce the data migration, however the actual need shall be determined at the time for business blueprint stage for bidder.
423	Tech Mahindra	2. Section - II. Instructions to bidders	6.6.3.d (Page 51) & 6.6.3.6 (Page 53)		Train the Trainer written but still required to train approx. 800 users +1200 end users	Bid conditions prevail
424	Tech Mahindra	2. Section - II. Instructions to bidders	General, No specification available		Status and availability of Network, PCs and other infrastructure details required for other offices. In case of updation required then will prospective agency analyze and prepare BoM for other locations along with DC-DR?	Yes, the same is expected from the prospective agency.
425	Tech Mahindra	2. Section - II. Instructions to bidders	6.11.4.1 (Page 57)		Microsoft Office and Acrobat Reader required for servers or PCs installed / to be install at other offices.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
426	Tech Mahindra	2. Section - II. Instructions to bidders	6.18.8 (Page 70)		Response time depends on application and network as well. There is no information available for existing infrastructure.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
427	Tech Mahindra	7.Section VII	Payment Schedule		When Agency can raise invoice for licenses: -On procurement or - On Installation (As per page 67, payment terms It indicates payment for license will release only after installation of licenses).	Refer Corrigendum No.1, dated 05.10.2018
428	Tech Mahindra		Payment Schedule		No clear guidelines for payment milestone for temporary infrastructure. First Tranche of licenses required at the time of pilot GO-Live, approx. 12 months from date of award. (Payment Schedule 1) First invoice raise by agency after 12 month because there is no clear guidelines for invoicing of temporary infrastructure.	Section-II, Clause 6.16 Payment terms of Bidders (Point- D- Payment terms for arrangement of temporary system)



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
429	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 1.43	Definition of Terms	The term of warranty period is not specified.	Refer Cl. no 42 , section-III of RfP
430	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 7	Confidentiality of Information	Propose to make the clause mutual.	Bid conditions prevail
431	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 9.5 Page 11	Arbitration	The decision of Engineer-In charge shall not be binding.	Bid conditions prevail
432	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 13 r/w clause 17	Risk Purchase	Propose the costs in Risk Purchase to be capped at 110% of the value of affected services and deliverables	Bid Condition prevails
433	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 17	Breach of Contract	Propose mutual right to terminate on material breach by providing 30 days written notice.	Bid conditions prevail
434	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 18	Termination of Contract on Owner's initiatives	Such termination right should be exercised on providing 90 days written notice. Further termination charges to become payable on such termination in addition to all non-cancellable and incurred costs.	Bid conditions prevail
435	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 19	Suspension of work	Propose Customer pay all costs in relation to such suspension incurred by TechM. the suspension shall not exceed 30 days' time period.	Bid conditions prevail
436	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 21.3	Time frame for the Contract	Liquidated damages are also provided under clause 29. So which clause shall take effect in case of delay.	Refer cl. no. 21.4 , section-III in conjunction with corrigendum No.1, dated 05.10.2018
437	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 22.3	Payment Terms	Any dispute in the invoice to be raised within 7 days from the date of invoice by customer. Propose deletion of "However, no interest is payable for any unavoidable delay" 5.3. propose to add "All amounts due hereunder to TechM by the Customer that are not paid when due shall accrue interest from the day following the day on which payment was due until paid in full. Interest shall be computed at a rate of two percent (2%) per month calculated on a daily basis from the date of invoice till date of realisation." In valid cross reference. Clause 6.17 is Scope Exclusions. Proposed correction.	Bid conditions prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
438	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 24.5	Performance Guarantee	The reason for forfeiture of PBG shall be limited to persistent material by the Bidder.	Bid conditions prevail
439	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 24.9	The Contractor/firm further guarantees that the materials/ equipments/ workmanship provided and or erected/constructed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed.	Propose deletion	Bid conditions prevail
440	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 24.13	Performance Guarantee In case the Contractor fails to attend the system during support period, his performance guarantee may be forfeited	Propose to the same and above.	Bid conditions prevail
441	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 25	Deductions from the Contract	Propose deletion	Bid conditions prevail
442	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 30	Penalties	Propose deletion since LDs are already applicable.	Bid conditions prevail
443	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 31.2	Contractor Default	Propose to be guided by Risk Purchase clause.	Bid conditions prevail
444	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 41.6	In all above cases, in the event of any disagreement as to the reasonableness of the said sum, the decision of the Purchaser shall be final and binding	Propose deletion. the change in rates etc. should be mutually OK between the parties	Bid conditions prevail
445	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 47		Propose deletion, this contains a performance indemnity and guarantee for performance. Indemnities and warranties have already been provided under the agreement	Bid conditions prevail
446	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 61	Limitation of liability	The aggregate liability of SI to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount paid under the Contract 6 months prior to the date of claim. Propose deletion of "Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, goods and/or related services, or to any obligation of SI to indemnify the Purchaser with respect to patent infringement."	Bid Condition prevails



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
447	Tech Mahindra	3. Section-III. General Conditions of the Contract	Propose additional clause	Dependencies	Customer acknowledges that Services shall be subject to the OK Dependencies to be provided by Customer in a timely and OK manner. Customer shall keep TechM and its personnel indemnified against any third party claims resulting out of or in relation to such Dependencies	Bid conditions prevail
448	Tech Mahindra	3. Section-III. General Conditions of the Contract	Propose additional clause	Deemed acceptance of deliverables	The Deliverables shall be deemed to have been accepted by the Customer after ten (10) working days of delivery thereof unless the Customer satisfactorily demonstrates any material failure or deficiency in the Deliverables within the said period of ten (10) days.	Bid conditions prevail
449	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 22.2, Page 22	Mode of Payment	a. We propose that any dispute in the invoices submitted by the bidder shall be highlighted to the bidder within 7 days from the date of submission, else the same shall be deemed to have been accepted. Furthermore, in case of delay in payments, a delayed payment interest @2% per month shall be levied on MCGM.	Bid conditions prevail
450	Tech Mahindra	3. Section-III. General Conditions of the Contract	Clause 13.2, Page 12	Risk Purchase	We propose that in case of this clause, the cost to be borne by the bidder shall not exceed 110% of the value of affected services	Bid condition prevails
451	Yash	Section I, Clause No. 4.1 (ELIGIBILITY CRITERIA FOR BIDDER)/ Pt. No. 4	Page 4	<p>ELIGIBILITY CRITERIA (PROJECT IMPLEMENTATION EXPERIENCE)</p> <p>The Bidder should have undertaken at-least 3 (Three) implementations of ERP product in the last 15 (fifteen) years prior to the date of the Tender.</p> <p>AND</p> <p>Out of the above 3 (three) implementations, at-least 1 (one) of the offered ERP Implementation with at-least 300 transactional licenses should be completed and be in Energy/ Power Utilities Sector in India/ Globally</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 ERP Product in any sector of Bidder's choosing, completed or on-going in India, in the last 5 (years) from the date of the Tender</p> <p>AND</p> <p>Balance 1 (one) implementation with atleast 300</p>	<p>Request you to amend as below:</p> <p>(PROJECT IMPLEMENTATION EXPERIENCE)</p> <p>The Bidder should have undertaken at-least 3 (Three) implementations of ERP product in the last 15 (fifteen) years prior to the date of the Tender.</p> <p>AND</p> <p>Out of the above 3 (three) implementations, atleast 1 (one) of the offered ERP Implementation with at-least 300 transactional licenses should be completed and be in Energy/ Power Utilities Sector in India/ Globally</p> <p>AND</p> <p>Out of the balance 2 (two), Bidder must have atleast 1 (one) ERP Project with minimum 100 transactional licenses of the ERP Product in any sector of Bidder's choosing, completed or ongoing in India, in the last 5 (years) from the date of the Tender</p> <p>AND</p>	Refer Corrigendum No.1, dated 05.10.2018



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				transactional licenses should be completed and be in Central/ State PSU in India	Balance 1 (one) implementation with at-least 100 transactional licenses should be completed or On-going and be in Central/ State PSU in India Request you to amend the Central/ State PSU Clause as per the Eligibility Criteria mentioned in the earlier Tender last Corrigendum dated 21.05.2018.	
452	Yash	Section II, Clause No. 6.16 (B) (Supply Installation of Software Licenses)	Page 67	PAYMENT TERMS On Delivery and Installation of ERP Use Licenses as per Tranche I and II.	Request you to amend as below: Request you to amend the Payment on the Supply & Delivery of Licenses only for Tranche I and II.	Refer Corrigendum No.1, dated 05.10.2018
453	Yash	Section II, Clause No. 6.16 (C) (Annual Technical Support)	Page 67	PAYMENT TERMS Payment shall be made for the first year after the delivery and installation of licenses.	Request you to amend as below: Request you to amend the Payment as below. 1. 100% Payment shall be made along with the Supply & Delivery of Licenses of Tranche I and II as per Price Schedule III. 2. Tranche 1 Licenses will be procured in the Year 0, hence, the ATS Payment Terms should be changed in the Schedule III and Schedule V.	Refer Corrigendum No.1, dated 05.10.2018
454	Yash	Section III, Clause No. 30.2 (PENALTIES)	Page 20	PENALTIES If the Bidder is not able to maintain the minimum required & OK man-power throughout the project the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource per day	Request you to amend as below: Penalty reg. deduction per Day Per Manpower resource is very high. Request you to kindly amend the same.	Bid conditions prevail
455	Yash	Section 2	5.3	Supply of ERP Licenses and Software Total Licenses = 2308 1. Transactional Users = 800 2. Self Service Licenses = 1508	Request you to amend as below Request you to kindly keep the Licenses Bifurcation of Tranche 1 and Tranche 2 as per the Price Bid Schedule-I 1. Tranche 1 (a) Transactional Users = 300 (b) Self Service Users = 500 (c) HR Payroll and Other Applicable Licenses (d) Other Applicable Licenses 2. Tranche 2 (a) Transactional Users = 500 (b) Self Service Users = 1008	Refer Corrigendum No.1, dated 05.10.2018



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
456	SAP	Section II, Clause No. 6.16 (C) (Annual Technical Support)	67	Payment shall be made for the first year after the delivery and installation of licenses.	Request you to amend the Payment as below. 1. 100% Payment shall be made along with the Supply & Delivery of Licenses of Tranche I and II as per Price Schedule III 2. Tranche 1 Licenses will be procured in the Year 0, hence, the ATS Payment Terms should be changed in the Schedule III and Schedule V.	Refer Corrigendum No.1, dated 05.10.2018
457	SAP	section IV/contracts/4.2.1, 4.2.2, 4.2.3, 4.2.4	58	Annual planning includes budgeting, Memorandum of Understanding (MOU)	As we understand that corporate planning, annual planning is to be done from proposed solution. Can we assume that out of 800 users, around 100 users will be involved annual budgeting/planning process across all functions? Pls confirm	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
458	SAP	section IV/contracts/6.18.3	84	Should provide a model for heat rate calculations	Model for heat rate calculation has to come from equipment OEM or Neepco. Is this understanding correct ?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
459	SAP	6.10.1	82	The annual power generation plan should be cascaded to region/ plant/unit level after factoring in individual power generation capabilities and operational constraints. The annual generation plan (including operating performance targets) for generating stations are prepared. The annual generation plan is then further broken down into monthly plans and reviewed through Operation Review Team (ORT) meetings	Do you want system to support Annual generation plan and monthly generation plan available in 15 mins interval granularity?	Standard industry practices for ERP solution are expected from the Bidder in meeting the functional requirements of the tender.
460	SAP	6.11.1	83	Predictive models should be defined pertaining to emergency operations	Can you specify particular use case where predictive models is required to be deployed	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
461	SAP	6.11.1	83	Operational data sourced through process control system should be used as an input to predictive models to effect necessary precautionary steps pertaining to emergency operations	are all the Operational systems Neepco has around SCADA,DCS, Historian OPC compliant?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
462	SAP	6.18.3		Should provide a model for heat rate calculations	will this calculation formula be provided by Neepco?	Yes, formulae to be provided by NEEPCO



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
463	SAP	7.6.10	92	Risk based maintenance should be supported	Please elaborate how the equipments risks need to be calculated	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
464	SAP	section IV/contracts/8.8.1	105	Information from the Regional Energy Account and the business rules derived from the Power Purchase Agreement / Bulk Power Supply Purchase Agreement should be available centrally to generate invoices	Is it required to store REA data in proposed solution as a standard feature?	Yes, the same is expected from the prospective agency. In case Bidder doesn't have the solution as a standard feature, the same may be customised. However the functional and technical specifications of the bid need to be met in full.
465	SAP	section IV/contracts/8.7.1	105	A detailed and exhaustive customer profile should be created and maintained	Can we assume that Nos. of customers are less than 10? Please mention.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
466	SAP	section IV/contracts/8.11.1	106	Information on energy produced / evacuated for trading purposes should be sourced from Special Energy Meters	Energy will be traded on trading exchange. Is the understanding right that trading related processes are out of scope but transactions to be captured from financial perspective? Pls confirm.	Only financial information is envisaged for the same.
467	SAP	section IV/contracts/5.6.1	69	Process of vendor enlistment to be supported through workflow for the following processes including: - submission of application by a vendor - approval of application and - creation of vendor in a vendor master after approval. The application form may be published on a web site or as hard copy.	Is the understanding right that form for vendor registration application be available on neepco portal which vendor would download for submission ?	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
468	SAP	section IV/contracts/5.15.5	73	Automation of all the modes of procurement. This should also extend to the ability to dynamically interact with external entities. Automation should be in terms of e-procurement engines and smooth integration with ERP of e-procurement site.	Normally power utilities uses one e-tendering application and other application for third party auction site? In neepco case how many external entities are involved which are to be integrated with proposed solution?	NEEPCO currently uses abcprocure for all procurements. In future, best industry practices and recommendations from Gol for CPSUs shall be taken into account.



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
469	SAP	section IV/contracts/5.43.1	79	Track utilization of budget at various stages of procurement like requisition, indenting and awarding	Is the understanding that proposed ERP solution should have standard feature of checking budget at every transaction and if budget exceeds, it should throw warning or error message to stop the transaction ?	Standard industry practices for ERP solution are expected from the Bidder in meeting the functional requirements of the tender.
470	SAP	section II/6.4.14/technical scope	45	Business intelligence...	Can we estimate 50 users out of 800 who will have adhoc reporting or dashboard access ?	Around 100 users are expected by NEEPCO. Actual numbers would be determined at the time of business blueprint phase.
471	SAP	section IV/Operations/6.14 .1	83	Fuel sampling and analysis...	please state average consumption of gas in a year i.e. in mmscd or BOPED etc.	Bid condition prevails. Bidder to undertake a detailed "As-is" assessment and provide solutions as per industry standard for NEEPCO
472	SAP	Section 2	5.3	Supply of ERP Licenses and Software Total Licenses = 2308 1. Transactional Users = 800 2. Self Service Licenses = 1508	Request you to amend as below Request you to kindly keep the Licenses Bifurcation of Tranche 1 and Tranche 2 as per the Price Bid Schedule- I 1. Tranche 1 (a) Transactional Users = 300 (b) Self Service Users = 500 (c) HR Payroll and Other Applicable Licenses (d) Other Applicable Licenses 2. Tranche 2 (a) Transactional Users = 500 (b) Self Service Users = 1008	Refer Corrigendum No.1, dated 05.10.2018
473	SAP	Section 2	6.8 - 6.12	6.10 Phase 3 - Realization Phase Supply of Licenses in two Phases	Request you to amend as below Request you to kindly procure the SAP ERP Software & Licenses for Transche 1 as per the Tender Price Bid Schedule 1 (Stage 1) in the initial stage of Phase 1 - Project Preparation/ Inception Stage as we will be procuring the Temporary server immediately after the contract award with NEEPCO & hence, will be requiring the Licenses for Overview Training etc. to the core team members and other stakeholders of the NEEPCO.	Refer Corrigendum No.1, dated 05.10.2018



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

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474	Tata Power		Clause No. 4, Section - I, Page No. 5;	The Bidder should be either an Individual firm/Company who shall fulfil the Eligibility Criteria mentioned here under	To allow wider participation and bringing together the experience of firms with domain as well as functional expertise, it is suggested to allow participation of bidders in consortium and modify this clause as below: <i>"The Bidder should be either an Individual firm/Company or a Consortium of max. 2 firms/ companies who shall fulfil the Eligibility Criteria mentioned here under"</i>	Bid conditions shall prevail
475	Tata Power		Clause No. 4.1, Section - I, Page No. 5;	Eligibility Criteria for Bidder (Individual firm/Company)	It is requested to modify this clause as below to allow meeting of criteria by a consortium: "Eligibility Criteria for Bidder (Individual / Consortium)"	Refer Corrigendum No.1, dated 05.10.2018
476	Tata Power		Clause No. 4.1, Section - I, Page No. 5; Sub-Clause A. 2 (Technical Capabilities)	Bidder must have CMM/CMMI Level 5 certification as on date of submission of bid	In order to encourage wider participation and firms with proven domain experience, it is suggested to modify this clause as below: "Bidder must have CMM/CMMI Level 3 certification as on date of submission of bid"	Refer Corrigendum No.1, dated 05.10.2018
477	Tata Power		Clause No. 4.1, Section - I, Page No. 5; Sub-Clause A. 4 (Technical Capabilities)	Criteria: The Bidder should have undertaken at least 3 (three) implementations of ERP product, in the last 15 (fifteen) years prior to date of the Tender; Evidence Required: Completion certificate/ under execution (LOI/ LOA/ Work Order) from the customer for each complete implementation	It is suggested to kindly consider the in-house experience of power utilities in implementing ERP solutions in their own organization as well as affiliate/subsidiary companies. The clause may accordingly, be revised as: Criteria: The Bidder should have undertaken at least 3 (three) implementations of ERP product, in the last 15 (fifteen) years prior to date of the Tender; Evidence Required: Completion certificate/ under execution (LOI/ LOA/ Work Order) from the customer for each complete implementation; power utilities with in-house experience of ERP implementation shall submit self-certificate alongwith undertaking from Company Secretary and other necessary supporting documents	Refer Corrigendum No.1, dated 05.10.2018
478	Tata Power		Clause No. 4.3.4, Section - I, Page No. 9	Wholly owned Indian subsidiary company having guaranteed support from their parent company can also participate in the bidding process. In such a case, Bidder can utilize the technical and financial credentials of its 100% of parent company and / or of 100 % subsidiary company/companies, which are wholly owned by the same parent company. Provided, the Parent Company / subsidiary Company /Companies commits to sign a	It is suggested to also allow a parent firm to utilize the credentials of subsidiaries in which it has controlling stake i.e. more than 50%; and also vice versa. The clause may thus be modified as, "Wholly owned Indian subsidiary company or subsidiary in which the parent company has a controlling stake having guaranteed support from their parent company can also participate in the bidding process. In such a case, Bidder can	Bid conditions shall prevail



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
				separate Agreement (Guarantee of the Parent Company to NEEPCO) with NEEPCO as per enclosed format (FORM NO-F)evincing full support for the Technical and Financial requirement of the subsidiary Company and commit to take up the work itself in case of non-performance by the subsidiary company in the event of award of work to the subsidiary Company	<i>utilize the technical and financial credentials of its 100% of parent company and / or of 100 % subsidiary company/companies or subsidiaries in which the parent firm has controlling stake. Provided, the Parent Company / subsidiary Company /Companies commits to sign a separate Agreement (Guarantee of the Parent Company to NEEPCO) with NEEPCO as per enclosed format (FORM NO-F)evincing full support for the Technical and Financial requirement of the subsidiary Company and commit to take up the work itself in case of non-performance by the subsidiary company in the event of award of work to the subsidiary Company</i>	
479	Tata Power		Clause No. 5.3, Section - II, Page No. 30	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. The licenses shall be supplied by the Bidder only on the basis of written requisition of the Owner. The Bidder shall provide the licenses to the Owner within 4 weeks of requisition by the Owner. Delay in supply of licenses for reasons attributable to the Bidder shall attract penalty as stipulated in clause 31 of Section – III (GCC).	In this regard, it is submitted that the ERP licenses as offered by renowned ERP vendors shall start from the date of start of procurement; and not phase-wise as requested herewith. It is requested to revise this clause as below: <i>"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."</i>	Bid conditions shall prevail
480	Tata Power		Clause No. 13.1, Section - III, Page No. 12	The total liability of the Bidder under Risk-Purchase clause shall not exceed 100% of the Total Contract value	It is requested to modify this clause as below: <i>The total liability of the Bidder under Risk-Purchase clause shall not exceed 10% of the Total Contract value</i>	Bid Condition prevails
481	Wipro	General	General		We understand that the revised tender does not involve any Hardware Procurement, Supply and Installation. Kindly confirm that our understanding is correct	Kindly refer Section-I, 2.1.12 for temporary hardware procurement. DC and DR hardware procurement not a part of the current scope.
482	Wipro	Section I	General		As per section 2.17 of Section I, Process reengineering is one of the asks. Please confirm that existing processes of Neepco will have to be mapped into the proposed ERP system by way of fit gap analysis and that actual process reengineering is out of scope	Confirmed



CLARIFICATION No. 2 DTD 08.10.2018: CLARIFICATIONS TO PRE-BID QUERIES AGAINST NIB No.292, DATED: 31.08.2018

Sl. No.	Company	Section	Reference	Clause description	Bidders' Comments/ Suggestions	Clarification to Bidders' Queries/Suggestions
483	Wipro	Section I	General		As per section 2.17 of Section I, hardware, network design, security architecture have been asked which should ideally be asked in the hardware RFP. Please clarify	Please refer Section II Clause 5.4 for detailed scope
484	Wipro	Section II	General		"Data Centre (DC) and Data Recovery (DR) Centre's design, which include sizing along with technical specification for smooth functioning of the ERP solution" have been asked which should ideally be asked in the hardware RFP. Please clarify	Please refer Section II Clause 6.8.6 for detailed scope
485	Wipro	Section II	General		"Preparation of Bill of Material (BoM) for IT and non-IT infrastructure i.e. Hardware, networking equipment and additional system software required for implementation and running of ERP" have to be performed during the course of implementation and the same is not required as a response to this RFP	Not required as response to this RFP Also request you to refer clause 6.16 for clarity on deliverables
486	Wipro	Section II	General		"Testing & operationalization of DC & DR replication" – Please clarify that the primary responsibility of operationalization of DC & DR will be with the chosen Infrastructure partner	Solution replication for DC and DR would be in the scope of Bidder. Refer- Clause 6.16- Section-II
487	Wipro	Section II	General		"Resource deployment for operation of DC & DR for 5 years from the last site roll-out" – As per RFP infrastructure will be provided by another partner hence infra support should also form a part of the other Rfp. Kindly clarify	Refer Corrigendum No.1, dated 05.10.2018

Companies

Amity: M/s Amity Software System Ltd
Gemini: M/s Gemini Consulting & services
IBM: M/s IBM India
Oracle: M/s Oracle India Pvt Ltd
TCS: M/s Tata Consultancy Services
Tech. Mahindra M/s Tech Mahindra
Yash Tech.: M/s Yash Technologies Pvt Ltd
SAP: M/s SAP India Pvt Ltd
Tata Power M/s Tata Power DDL
Wipro: M/s Wipro Limited

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