Corrigendum -I

Tender Name: Appointment of an agency for Application Maintenance Services (AMS) towards Development and Maintenance of SAP – ERP, HRMS, Payroll, ESS & Dashboard systems for 5 year

Tender No.:   **CGMIT/AMS/20-21/1 dtd. 18-08-2020**

Sr. no.	RFP Reference	Existing Clause	Revised Clause
1.	Section 2 Bid Data Sheet Sr. no. 2 Bid Submission	Original EMD must be submitted to the Office of Chief General Manager (IT) on or before last date of bid submission.	*Added:* Considering the pandemic situation if bidder is unable to submit the original EMD, then it is requested to upload scanned copy of BG/DD of EMD along with the bid and also mail to itetender@mahadiscom.in for enabling technical bid opening. However in such case, the original hard copy of BG/DD of EMD should be submitted within 7 days from bid opening.
2.	Section 3 Introduction	NIL	*Added:* List of systems which are integrated with SAP: 1. Online cash collection system (OCCS) 2. E-Tender 3. AG solar Portal 4. Works (Maintenance) Portal 5. Inspection Portal 6. New Connection (NC) 7. Network Data Mgmt. (NDM) 8. MDAS 9. Non-conventional Energy (NCE) 10. Power Purchase (PP) 11. Legal 12. Mobile Apps 13. Dashboard 14. Vendor Invoice Tracking System (VITS) 15. Centralized Payment System (CPS) 16. Data ware.

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3.	Section 4.2 Detailed Scope of Work:	g. Skill set required for resources deployed in the project: | Sr No.	Resource Skill Set
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1	SAP BASIS
2	Database Administrator-Sybase ASE
3	Database Administrator - HANA
4	Business Objects and Dashboards(BOBJ)/BW
5	Finance & Control Consultants (FICO)
6	Project Systems Consultants (PS)
7	Material Management Consultants (MM)
8	Plant Management Consultants (PM)
9	HRMS Functional Consultant(OM,PA,PY,TM,PMS)
10	Process Integrator (PI) /Orchestration (PO)
11	ABAP Developers
12	Java Developers		***Added:*** g. Following skill-set wise minimum resources (indicative) shall be deployed for the project: | Sr No.	Resource Skill Set	Min. persons (indicative)
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1	SAP BASIS	2
2	Database Administrator-Sybase ASE	4
3	Database Administrator - HANA	2
4	Business Objects and Dashboards(BOBJ)/BW	4
5	Finance & Control Consultants (FICO)	4
6	Project Systems Consultants (PS)	3
7	Material Management Consultants (MM)	2
8	Plant Management Consultants (PM)	2
9	HRMS Functional Consultant(OM,PA,PY,TM,PMS)	2
10	Process Integrator (PI) /Orchestration (PO)	1
11	ABAP Developers	10
12	Java Developers	2
	Total	**38**	
4.	Section 4.2 Detailed Scope of Work:	NIL	***Added:*** h. The bidder should deploy the resources onsite
5.	Section 4.2 Detailed Scope of Work:	NIL	***Added:*** i. Successful bidder will be responsible for all open tickets after Knowledge Transfer. All the details of existing open tickets will be handed over to the new support partner during Knowledge Transfer. Bidder must complete all Knowledge Transfer activities in maximum one month from date of LOA.
6.	Section 4.2 Detailed Scope of Work:	NIL	***Added:*** j. The seating arrangement and connectivity will be provided by MSEDCL at MSEDCL's various office locations. However, the laptops /desktops required for the resources deployed will be bidder's responsibility.
7.	Section 4.2 Detailed Scope of Work:	NIL	***Added:*** k. Suitable workspace in the respective sites/offices may be provided to the Bidder subject to the availability, free of charge. However, providing such space and store is for the smooth execution of contract and non-provision of such space does not bind the MSEDCL and make the MSEDCL liable to the Bidder in any manner except as specifically provided in the contract terms. MSEDCL is not liable for any loss

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			or damage to the Bidder's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the Bidder arising there from.
8.	Section 4.2 Detailed Scope of Work:	NIL	***Added:*** l. The business hours for the resources provided by bidder for AMS will be same as MSEDCL working days & working hours. However with prior intimation from MSEDCL, the resources should be available for work on holidays , if required.
9.	Section 5: Eligibility / Qualifying Criteria Sr. no. 3	The bidder must have minimum average annual turnover of Rs. 50 Crores of last three audited financial years (2016- 17, 2017-18, 2018-2019).	The bidder must have minimum average annual turnover of Rs. 50 Crores of last three audited Financial Years (2016- 17, 2017-18, 2018-2019). *If the audited balance sheet of FY 2019-2020 is available, then the minimum average Annual Turnover of last 3 Audited Financial Years i.e. FY 17-18, FY 18-19 & FY 19-20 will be considered.*
10.	Section 5: Eligibility / Qualifying Criteria Sr. no. 4	The Bidder should have positive net worth for last three audited financial years (2016- 17, 2017-18, 2018-2019)	The Bidder should have positive net worth for last three audited financial years (2016- 17, 2017-18, 2018-2019). *If the audited financial sheets of FY 2019-2020 are available, then the Net Worth of last 3 Audited Financial Years i.e. FY 17-18, FY 18-19 & FY 19-20 will be considered.*
11.	Section 5: Eligibility / Qualifying Criteria Sr. no. 5	The bidder's relevant experience in Operations & Maintenance of the SAP ERP in India in past 10 years, for minimum 5 years to any functionalities as mentioned in sr no. 2, as below: a) One work order costing not less than Rs. 15 Crore Or b) Two work orders costing not less than Rs. 8 Crores each Or c) Three work orders costing not less than Rs. 6 Crores each. Above work orders may be for completed projects during last 5 years".	The bidder's relevant experience in Operations & Maintenance of the SAP ERP in India in past 10 years, for minimum 5 years to any functionalities as mentioned in sr. no. 2, as below: *a) One work order costing not less than **Rs. 5.08 Crores (per Year)** OR b) Two work orders each costing not less than **Rs. 3.17** Crores **(per Year)** OR c) Three work orders each costing not less than **Rs. 2.54** Crores **(per Year).***
12.	Section 5: Eligibility / Qualifying Criteria Sr. no. 6	The Bidder should have minimum SEI CMMi level 3 certification.	The Bidder should have minimum CMMi level 3 certification.

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13.	Section 7 Change Request	7. Change Request Change request will be applicable for fulfilling all statutory requirements by applying patches provided by SAP after mutual discussion and approval by MSEDCL. Annexure 7: Price Bid Proposal Part B: Charges for implementing Change Request approved by MSEDCL	Deleted.
14.	Section 9 Terms & Conditions 9.1 Payment Terms	NIL	*Added:* iv. No payment will be made by MSEDCL towards travel and logistic required for the execution of the work under the scope of this contract.
15.	Section 9.6 Indemnity	NIL	*Added:* **Indemnity:** The Bidder agrees to indemnify and hold harmless MSEDCL, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from 1. Any mis-statement or any breach of any representation or warranty made by the Bidder or 2. The failure by the Bidder to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Bidder pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Bidder pursuant to this Agreement. 3. Any compensation / claim or proceeding by any third party against MSEDCL arising out of any act, deed or omission by the Bidder or 4. Claim filed by a workman or employee engaged by the Bidder for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to

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			restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.