

Annexure-B: AMS Tender Pre-Bid Query Responses(Tender No. - CGM(IT)/AMS/2021-22/3 dtd. 02-JUN-2021)

Appointment of an Agency for "Application Maintenance Services (AMS) towards Support, Maintenance & Enhancement of SAP – ERP, HRMS, Payroll, ESS & Dashboard systems for 5 years"

Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
1	<p>Qualifying Requirements, Sr. No. 4 The bidder's relevant experience in Implementation/Support of the SAP ERP in India or abroad during last 10 years (i.e. between the period from FY2011-12 to FY2020-21), involving at least any three functionalities as mentioned as below:</p> <p>1) Finance and Control (FICO) 2) Project System (PS) 3) Material Management (MM) 4) Plant Maintenance (PM) 5) Human Resource Modules</p> <p>a) A single project costing not less than Rs 24 Cr (excluding taxes) OR b) Two projects each costing not less than Rs 15 Cr (excluding taxes) OR c) Three Projects each costing not less than Rs 12 Cr (excluding taxes)</p> <p>Note: i. All the projects mentioned in the experience must be a completed project.</p>	<p>The bidder's relevant experience in Implementation/Support of the SAP ERP in India or abroad during last 10 years (i.e. between the period from FY2011-12 to FY2020-21), involving at least any three functionalities as mentioned as below:</p> <p>1) Finance and Control (FICO) 2) Project System (PS) 3) Material Management (MM) 4) Plant Maintenance (PM) 5) Human Resource Modules</p> <p>a) A single project costing not less than Rs 24 Cr (excluding taxes) OR b) Two projects each costing not less than Rs 15 Cr (excluding taxes) OR c) Three Projects each costing not less than Rs 12 Cr (excluding taxes)</p> <p>Note: i. All the projects mentioned in the experience must be a Go-Live project.</p>	<p>The experience criteria in note (1) of sr. no. 4 of section 5 will be modified as - Note (1) The projects mentioned in the experience may be a completed project or ongoing project. In case of ongoing project, the percentage of work completed must be at least 50% OR Project Go-Live issued by the client.</p>
2	<p>Qualifying Requirements, Sr. No. 6 The Bidder should have minimum SEI CMMi level 3 certification.</p>	<p>We Request Department to consider The Bidder should have minimum CMMi level 5 certification.</p>	<p>The clause no. 5 of section 5 will be modified as - 'The Bidder should have minimum CMMi level 3 certification.'</p>
3	<p>(Added New Clause)</p>	<p>The Bidder should be an authorized SAP partner.</p> <p>Documents Required: Partnership Certificate</p> <p>Since MSEDCL IT landscape is based on SAP and being a complex implementation with lot of integrations a SAP partner will be able to understand & resolve and if necessary escalate the issue in SAP Fraternity to bring it to Logical conclusion. Furthermore the certification of the bidder will ensure that the bidder has the relevant expertise and man power to manage the complex Maintenance support activity. This will further allow the SAP best practices to be adhered during the support phase.</p>	<p>No Change in RFP. Implementaion of SAP products and/or procurement of SAP licenses is not in the scope of works in the tender. Bidder has to provide migration and support services as per scope of works in the tender. MSEDCL has SAP licenses for modules implemented and also MSEDCL is renewing ATS with SAP.</p>
4	<p>(page 38) xix. DEVIATIONS The Bidder shall perform all the works strictly in accordance with the requirements stipulated in this bid specification. The Bidder shall abide by all the terms and conditions of this Bid Specification without any deviations. Any violation there off will lead to rejection of the bid and forfeiture of EMD/Security Deposit.</p>	<p>The bidder request to waive this No Deviation clause. The bidder also request to withdraw the clause of devaiations will lead to "forfeiture of EMD/Security Deposit"</p>	<p>No Change in RFP</p>

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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
5	9.13 Annexure-17 section 4 (2) page 70 Section 4 - Compensation for Damages If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Consultant/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee	The bidder request this clause to be amended as "If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Consultant/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee only on occurrence of material breach and after the Principal provides a 30 days cure period to the bidder to rectify the material breach for which the PBG is sought to be invoked"	No Change in RFP. Annexure-17 : Proforma for integrity pact (IP), Section 3 is for 'Disqualification from tender process and exclusion from future contracts' in case the bidder has committed transgression through violation of commitments of bidder.
6	(page 41) XXIV.2 CONTRACT PERFORMANCE SECURITY The Bidder should provide the contract performance guarantee for the sum of 10 % (ten percent) of the Contract Price for due performance of contract	Bidder seeks PBG to be provided at 10% of annual contract value and shall be renewed yearly at 10% of relevant subsequent year's contract value.	No Change in RFP
7	(page 79) Annexure 21: Service Level Agreement & Penalty Mobilization of the team for commencement of work within 30 days of from the date of issue of the LoA	Bidder request this clause to be amended to "Mobilization of the team for commencement of work within 45 days of from the date of issue of the LoA"	No Change in RFP
8	(page 25) 6.9 The bidder must also give undertaking duly signed & sealed by Authorized Signatory that in case contract is awarded, the required no. of resources will be deployed within 2 weeks from the date of LOA.	Bidder requests the clause to be amended as "The bidder must also give undertaking duly signed & sealed by Authorized Signatory that in case contract is awarded, the required no. of resources will be deployed within 6 weeks from the date of LOA."	No Change in RFP
9	(page 43) Advance payment of 10% cost of 1st year AMS charges (to be deducted from 1st quarter payment)	Bidder requests this clause to be amended as "Advance payment of 10% cost of 1st year AMS charges (to be deducted over remaining 2 months of 1st quarter payment)"	No Change in RFP
10	(page 43) Quarterly Invoices Equally distributed Quarterly instalments for 5 years	Bidder requests this clause to be amended as "Equally distributed monthly instalments for 5 years"	No Change in RFP
11	(page 43) Quarterly Invoices At the end of each Quarter.	Bidder requests this clause to be amended as "Monthly in advance"	No Change in RFP
12	(page 43) Payment will be made in Indian Rupees only on Quarterly basis (after the end of the Quarter) through RTGS within 45 days from the date of submission of invoice	Payment will be made in Indian Rupees on Monthly basis in advance through RTGS within 30 days from the date of invoice	No Change in RFP
13	(page 47) Termination by Default MSEDCL may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part.	Bidder requests this clause to be amended as "MSEDCL may, without prejudice to any other remedy for breach of contract, will give the selected bidder a notice period of 60 days prior in writing inclusive of cure period of 30 days to resolve the breach. If the successful bidder is unable to resolve the breach, the same will be considered as material breach"	Partially Accepted. Following statement will be added in section 'Termination by Default' - 'In such event, the purchaser will issue a notice to correct to bidder for rectification of the cause of default wherein a cure period not more than 30 days is mentioned. Such notice to correct will be issued prior to notice of termination.'

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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
14	(page 47) 8.1 Termination by Default In the event that MSEDCL terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay MSEDCL for any excess costs for such similar systems or services.	Bidder requests this clause to be amended as "In the event that MSEDCL terminates the Contract in whole or in part, after 30 days cure period and bidder unable to resolve it during cure period, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay MSEDCL for any excess costs of upto 10% of the original cost of deliverable."	Partially accepted. Following statement will be added - 'In such event, the purchaser will issue a notice to correct to bidder for rectification of the cause of default wherein a cure period not more than 30 days is mentioned. Such notice to correct will be issued prior to notice of termination.'
15	(page 48) 8.4 Termination by MSEDCL due to change of ERP platform : If MSEDCL decides to change its existing ERP platform, the contract shall be terminated by MSEDCL by giving at least 90 days' notice.	Bidder requests this clause to be amended as "If MSEDCL decides to change existing ERP platform to SAP S/4 platform, the support contract pricing for updated platform to be discussed with successful bidder. For change in platform for any other technology, MSEDCL will give at least 90 days notice to bidder"	No Change in RFP
16	(page 35) xiv.3 TAXES & DUTIES The bidder should quote his price inclusive of all taxes and duties. Thus there shall be no additional liability on account of any taxes, duties or any variation thereof on the owner on account of this. As the tender is specific for Works Contract, GST would most likely be applicable.	Bidder request this clause to be amended as "The prices in the proposal take into account the taxes computed on the basis of the present taxes applicable with present tax rates and tax structure. Any change in applicability of taxes and the tax structure or rates, including but not limited to Goods and Services Tax (GST) that may be introduced in the future, will be to Customer's Account."	No Change in RFP. In Sr. No. 5 under taxes and duties it is mentioned that - Variation of GST shall be reimbursed and no other variation shall be considered. Fresh taxes & levies, if any, as may be applicable on this contract, shall be reimbursable against documentary proof to be submitted by the Bidder.
17	(Page 15) Tickets Volume	Can you please share ticket volume break up module wise? Also there is a significant increase in tickets in FY21, Can MSEDCL share the definitive number of tickets to be supported per month during contact?	Separate table added for details of module wise tickets for core modules (PS,PM,MM,FICO) for the FY 20-21. The ticket volume is excluding SAP HCM module (due to recently made live) and all Custom developed module. Custom developed module issues are handled through service desk via emails and phone and approx volume of such issues is 413 For additional information bidder may visit MSEDCL office.
18	(page 18) 4.1 Upgradation of existing SAP-ERP from ECC 6.0 EHP5 to ECC EHP8 (or latest version)	Is current ECC system Unicode?	ECC system is UNICODE
19	(page 19) 4.2 Detailed Scope of work	Have you implemented utility industry solution IS-Utility?	No
20	(page 20) 4.2 Detailed Scope of work	Does 24 * 7 centralized support required for all the SAP modules?	Yes
21	General	Can delivery model be onsite/offshore combined?	No. Support required is 100 % ONSITE. Bidder has to deploy onsite resources as specified in Annexure-20.
22	(page 26) c.5 The Bidder is also advised to visit MSEDCL office & understand the business process (AS-IS & other) in detail.	Can these documents be shared as there are severe restrictions to visit the MSEDCL office on account of current covid situation	For more details please visit MSEDCL office.
23	(Page 32) vii The bidder should not assign and/or sublet the scope of work or any part of it to any other agency in any form.	The bidder delivers similar work through our employee and partners. The bidder will be single point of contact for contract, delivery, SLA with principal. Accordingly the bidder requests this clause to be waived.	Clause deleted
24	(Page 21) 8 Bidder must complete all Knowledge Transfer activities in maximum one month from date of LOA.	Bidder requests the clause to be amended as "Bidder must complete all Knowledge Transfer activities in maximum one month from date of resource onboarding"	No Change in RFP

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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
25	(Page 79) 9.17.1 Timelines specified in the above section (Work Completion Timelines and Payment Terms) shall form the Service Levels for delivery of Services specified there-in.	bidder requests the SLA to be made applicable only after 2 months after completion of Knowledge transfer completion	Following statement is added in section A of Annexure 21 for SLA - 'SLA Penalty for resource deployment as per sr. no. 2 & 3 is not applicable for 30 days from date of issue of LoA.' Also following statement is added in Section B of Annexure 21 for SLA - 'SLA Penalty for ticket resolution will not be applicable for 30 days from date of issue of LOA.'
26	(Page 43) B.3 100% payment of charges towards Migration Services, upon successful migration	Bidder requests the MSEDCL to layout the milestones for payment for migration activities	No change in RFP
27	100% payment of charges towards Migration Services, upon successful migration	Please clarify if 1. it is only database migration and not S/4 migration 2. Only Database migration and ABAP code remediation is the scope, 3. Required Sandbox/Dev/UAT environment will be provided by MSEDCL 4. SOH licenses will be provided by MSEDCL	For point no. 1 & 2, Refer detail scope of works in section 4.2. 3.Yes, required Sandbox/Dev/UAT environment will be provided by MSEDCL 4.MSEDCL has HANA database licences.
28	(Page 6) 2.c Database migration from Sybase to HANA version 2.0 (or latest available version) and technical upgrades of existing SAP ERP Modules. Code adjustment, if any, required for migration to HANA database	Bidder requests the details/Number of codes/developments to be remediated during HANA migration	Bidder has to finalize the effort estimation required for HANA migration as per scope in RFP.
29	(Page 6) 3.a BOBJ administration & development (Lumira/Xcalcius/Webi/Crystal reports/ Design studio/Data services etc).	Bidder request number of reports/dashboards/queries to be maintained	SAP ERP Reports are generated through BW. Different data services are developed to extract required data in HANA DB from other systems. Dashboards are developed in Lumira/BOBJ. Bidder has to maintain, upgrade and perform administration for BOBJ and HANA Database for this system For more details bidder may visit MSEDCL office.
30	(Page 27) Section 6(d)(i)(i) The bid security may be forfeited: 1) If the bidder withdraws its bid, except that written notice of the withdrawal of bid is received by the employer prior to the deadline for submission of bids; or 2) If the bidder does not accept the correction of its bid price; or 3) If the bidder is determined, at any time prior to award of contract, to have engaged in corrupt or fraudulent practices in competing for the contract; or 4) In the case of a successful bidder, if it fails within the specified time limit to: (i) Sign the Contract Agreement, or (ii) furnish the required contract performance security.	The bid security may be forfeited: 1) If the bidder withdraws its bid, except that written notice of the withdrawal of bid is received by the employer prior to the deadline for submission of bids; or 2) If the bidder does not accept the correction of its bid price; or 3) If the bidder is determined, at any time prior to award of contract, to have engaged in corrupt or fraudulent practices in competing for the contract; or 4) In the case of a successful bidder, if it fails within the specified time limit to: (i) Sign the Contract Agreement, or (ii) furnish the required contract performance security.	No Change in RFP
31	(Page 38) Section 6(e) (xix) The Bidder shall perform all the works strictly in accordance with the requirements stipulated in this bid specification. The Bidder shall abide by all the terms and conditions of this Bid Specification without any deviations. Any violation there off will lead to rejection of the bid and forfeiture of EMD/Security Deposit.	Bidder requests that certain deviations to the Contract terms be permitted and the Contract to be signed between Customer and Bidder should be a mutually acceptable agreement. Bidder submits that the response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which deviations are proposed by Bidder. Kindly confirm acceptance of this intent.	No Change in RFP

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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
32	(Page 38) Section 6(e) (xxii) The successful bidder after submission of contract performance guarantee and its acceptance by the owner shall have to sign contract agreement with the Owner within 15 (fifteen) calendar days from the date of Letter of Award. This agreement shall be signed at the office of the owner in Mumbai on a date and time to be jointly decided	We request that the parties shall be obligated to sign the agreement once the same is mutually negotiated and agreed between the parties.	No Change in RFP
33	(Page 38) Section 6(e) (xxiv) The proceeds of the performance guarantee / security shall be payable to the Owner (MSEDCL) as compensation for any loss resulting from the Vendor's failure to complete his obligations under the contract. The contract performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in other clauses of contract.	Bidder requests that PBG be called upon only in the events of material breach solely attributable to Bidder under of the contract and a written notice of 30 business days to cure such breaches be given by the Customer before claims are made from the PBG.	No Change in RFP
34	(Page 45) Clause 7.5 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 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.	Bidder agrees provided that such claims are by third parties for infringement of their intellectual property rights arising out of use of the software provided by the Bidder only and, provided and to the extent such infringement does not result from any act or omission of Customer or third parties authorized by Customer.	No Change in RFP
35	(Page 46) Clause 7.6 The Bidder's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Bidder shall be liable to MSEDCL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to MSEDCL on account of defect in goods or deficiency in services on the part of Bidder or his agents or any person / persons claiming through or under said Bidder. However, such liability of Bidder shall not exceed the total value of the Agreement. This limit shall not apply to - Damages for bodily injury (including death) and damage to real property and tangible personal property for which the Bidder is legally liable. - Any obligation of the bidder to indemnify the MSEDCL with respect to patent infringement. - under any other provisions of the Contract which expressly impose a greater liability, - in cases of fraud, willful misconduct or illegal or unlawful acts, - in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious contractor would have followed in similar circumstances.	Bidder requests that the total cumulative liability of the Bidder be limited to the amount paid and payable by Customer in the last 12 months, before the event that gave rise to the liability occurs. Notwithstanding anything to the contrary contained anywhere in the tender document, no party will be liable for any indirect, incidental and consequential damages, including loss of business, revenue, goodwill or profits, even if the party has been advised of the possibility of such damages.	Partially accepted. The following statement in exclusions of limitation of liability is deleted. "under any other provisions of the Contract which expressly impose a greater liability"

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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
36	<p>Clause 7.2(v) MSEDCL reserves the right to</p> <p>i. Reject any or all proposals received in response to the RFP without giving any reason whatsoever.</p> <p>ii. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.</p> <p>iii. Extend the time for submission of proposal.</p> <p>iv. Modify the RFP document, by an amendment that would be published on the MSEDCL's website.</p> <p>v. Independently ascertain information from other organizations to which bidder has already extended a service for similar assignments.</p> <p>vi. To terminate the services if the assignment is not proceeding in accordance with the terms of contract.</p>	<p>MSEDCL reserves the right to</p> <p>i. Reject any or all proposals received in response to the RFP without giving any reason whatsoever.</p> <p>ii. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.</p> <p>iii. Extend the time for submission of proposal.</p> <p>iv. Modify the RFP document, by an amendment that would be published on the MSEDCL's website.</p> <p>v. Independently ascertain information from other organizations to which bidder has already extended a service for similar assignments.</p> <p>vi. To terminate the services if the assignment is not proceeding in accordance with the terms of contract.</p>	No Change as per RFP
37	<p>Clause 8 MSEDCL may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part.</p> <p>(a) If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.</p> <p>In the event that MSEDCL terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay MSEDCL for any excess costs for such similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.</p>	<p>Bidder requests that this right be available only in case of material breach by the Bidder.</p> <p>Customer may terminate the Contract, provided the Customer has given a cure period of 30 days, and the Bidder has not rectified the breach within the cure period.</p>	<p>Following statement is added in section 8.1 Termination by default -</p> <p>'In such event, the purchaser will issue a notice to correct to bidder for rectification of the cause of default wherein a cure period not more than 30 days is mentioned. Such notice to correct will be issued prior to notice of termination.'</p>
38	<p>Clause 8.6 All the software/systems/procedures/process/tech niques developed under this project shall be indisputably MSEDCL's property. All study documents, data and specification prepared by the Bidder shall be the property of MSEDCL. As and when required or upon termination of the Agreement, the aforesaid documents shall be handed over to MSEDCL. Bidder shall take all necessary steps to ensure confidentiality in handling of all the matters pertaining to business process studies, data, specifications, methods and other information developed or acquired or furnished by the EMPLOYER by means of this Agreement or in the performance thereof.</p> <p>ii. The Intellectual Property Rights in the Project of base products and Standard Materials shall remain vested in the owner of such rights. The MSEDCL shall be granted non-exclusive, and paid up license to use the base products and Standard Materials including modifications thereto for the purposes agreed herein. The Intellectual Property Right of the other elements of the project/Contract shall be exclusively with the MSEDCL. However the MSEDCL has rights to transfer the base products licenses to any Division/Location/Office of MSEDCL.</p> <p>iii. The Purchaser's Contractual rights to use the projects' base products may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement and in case of transfer of projects' base products licenses to any Division/Location/Office of MSEDCL as given in clause ii above.</p> <p>iv. All the Intellectual property rights subsisting in any material including to any tools, utilities or methodologies belonging to the Bidder and used to perform the obligations under this Agreement shall remain with the Bidder. However, any additional or new inventions made in the course of performance of services hereunder by the Bidder shall be in the name of MSEDCL.</p>	<p>Bidder seeks clarification that:</p> <ol style="list-style-type: none"> Ownership in any pre-existing IP and modifications, enhancements and customization to it, will remain with the Owner of the IP. Any deliverables and intellectual property developed or created by Bidder during the performance of the Contract will vest in Bidder, unless specifically developed for the Customer and agreed in writing that the IPR and ownership will vest in the Customer. Customer will only have the limited license and RTU any Bidder or its third party licensor's IPR that may be embedded in the deliverables and is needed for proper functioning and use of the deliverables or system in its ordinary course of business. Ownership and IPR in any processes, methodologies or techniques, improvements developed by Bidder before or during the provision of the services will remain with Bidder. Customer shall grant to Bidder, necessary rights and license to any intellectual property, tool or software belonging to it or its third party vendors that is necessary for Bidder to perform the services. Customer shall use the software and hardware products in accordance with the license terms and restrictions specified by the OEM for the use of such hardware and software products. Hardware / product warranty will be passed on as provided by the OEM. 	No Change in RFP

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39	Clause 8.7 Transfer of Ownership - Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by Tender Conditions. The vendor shall grant the purchaser a perpetual license to use the software without any additional payment or obligations to enter into contract for maintenance or support	Bidder submits that warranties related to any third party software and hardware will be as per the warranty terms of the original OEM. Any exclusions to such warranty will be applicable to Customer and if any work is done by the Bidder for services which are excluded from warranty, they will be additionally charged to Customer.	No Change in RFP
40	Annexure 11 We, (Bidder's Name), Hereby certify that there is no technical or commercial deviation from the Conditions mentioned in Tender Document and I am agreeing to all the terms and conditions mentioned in the Tender Specification	Bidder requests that certain deviations to the Contract terms be permitted and the Contract to be signed between Customer and Bidder should be a mutually acceptable agreement. Bidder submits that the response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which deviations are proposed by Bidder. Kindly confirm acceptance of this intent.	No Change in RFP
41	Additional Clause	Any failure or delay by DXC to perform its obligations under a Contract will be excused if the failure was caused by: (i) any act or omission of Customer or its employees, agents or contractors, including any failure or delay by Customer to perform its obligations under the Contract, (ii) a relief or Force Majeure Event as described in clause 20, (iii) the reasonable reliance by DXC on Customer's instructions, authorizations, approvals or other information, or (iv) any act or omission of a third party not under DXC's control. DXC will use reasonable commercial efforts to perform the Services in such circumstances, and DXC is entitled to additional Charges and an extension of time, that is reasonable in the circumstances, for performance of DXC's obligations.	No Change in RFP, exclusion to SLA already defined in RFP . MSEDCL may waive a particular penalty, if there are valid reasons and agency is not responsible for delay.
42	Qualifying Requirements - 1 Page 1 of Bid Notice Clause 2: 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.	Request to consider average Annual Turnover of Rs. 40 Crores in last 3 financial years. Also request to include the turnover of FY 2020-21 and incase the audited balance sheet is not available, to consider provisional balance sheet for the same.	Partially Accepted. Sr. no. 2 of section 5 Qualification Criteria is modified as - '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. If the audited balance sheet of FY 2020-2021 is available, then the minimum average Annual Turnover of last 3 Audited Financial Years i.e. FY 18-19, FY 19-20 & FY 20-21 will be considered.'
43	Qualifying Requirements - 5 Page 2 of Bid Notice Clause 5: The Bidder should have minimum SEI CMMi level 3 certification.	Request to consider UK based CMMi level 3 or higher Certification.	Sr. No. 5 of section 5 Qualification Criteria is modified as below "The Bidder should have minimum CMMi level 3 certification."

Annexure-B: AMS Tender Pre-Bid Query Responses(Tender No. - CGM(IT)/AMS/2021-22/3 dtd. 02-JUN-2021)

Appointment of an Agency for "Application Maintenance Services (AMS) towards Support, Maintenance & Enhancement of SAP – ERP, HRMS, Payroll, ESS & Dashboard systems for 5 years"

Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
44	(Page 23) Clause 5. Eligibility / Qualifying Criteria - Sr. No 4. Note (i) All the projects mentioned in the experience must be a completed project.	As per our understanding the defination of the term 'Project' in reference to this RFP covers the total scope. eg. If the total scope involves Implementation + AMS and the delivery duration of the same is 60 months (12 months implementation + 48 months of AMS), then the bidder has to submit proof of completion of both the Implementation as well as the AMS part ie 12 months implementation + 60 months AMS completion. We request <u>MSEDCL to confirm</u> if our interpretation as mentioned above is correct.	Completed projects means the projects wherein all the scope of works mentioned is completed.
45	(Page 23) Clause 5. Eligibility / Qualifying Criteria - Sr. No 4. Documents required Copy of work order / copy of agreement / LOI / LOA	All Global projects are covered by stringent 'NDA' clauses due to which Atos is prohibited from sharing any customer document's such as work order / copy of agreement / LOI / LOA. In view of the above, we request MSEDCL to permit submission of self certificate for <u>Global projects</u> on company letter head which provides all the details as required in the RFP.	No Change in RFP
46	(Page 24) Clause 5 Eligibility / Qualifying Criteria - Sr. No 4. Documents required Above documents should clearly mention the value of order and contract period	We request that this requirement be changed in the following manner, 'Any one of the above documents should clearly mention the value of order and contract period	The statement will be modified as below Copy of work order / copy of agreement / LOI / LOA (Any one of the above document should clearly mention the value of order and contract period) AND Work completion certificate from client (Client certificate should mention SAP ERP version in the project, value of project completed (excluding license cost) and status of go-live declaration)
47	(Page 24) Clause 5 Eligibility / Qualifying Criteria - Sr. No 4. Sr. No 4. Note (v) Experience should be on ECC 6 EHP 5 or above.	In Multi year Multiple SAP system AMS projects, the various SAP systems are often on different SAP versions. As a part of the AMS scope, these systems have to be supported in their current state and upgraded / migrated as and when the customer demands the same during the course of the contract. In view of the above we request the clause to be changed as below 'In case of Multi year Multiple SAP system AMS projects, at least one of the systems should be on ECC 6.	No change in RFP. The work order submitted should meet QR.

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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
48	(Page 32) Clause iv. Note to Bidder, clause vii The bidder should not assign and/or sublet the scope of work or any part of it to any other agency in any form. Failure to do so shall result in termination of contract and forfeiture of security deposit/ performance guarantee etc.	The services delivered to all Atos customers (Globally) are performed through Atos unique Global Knowledge Delivery Model wherein all the projects across the Globe are delivered by leveraging the collective knowledge and experience present within the country (<u>including partner resources</u>) and Atos largest Global Delivery Centre (GDC) based in India having 30,000+ technologist. Since this clause conflicts with the Fundamental Atos delivery model, we request deletion of this clause.	Clause deleted
49	The seating arrangement and connectivity will be provided by MSEDCL at MSEDCL's various office locations.	pls specify locations of offices.	Seating arrangement will be done at Corporate office location in Mumbai and suburb
50	Enhancement, modifications, bug fixes in existing processes and new process development in existing ERP modules including, fulfilment of all statutory requirements during the contract period, will be handled through non-commercial change request management. For enhancement and development of new process, the request form will be submitted by the process owner. The bidder team and MSEDCL team will decide the number of calendar days required for the activity. The activity period will include the requirements gathering, development, testing and deployment on production after UAT. The bidder will deploy sufficient resources at each stage to complete the work in stipulated time.	This sounds quite open ended. Is this expected to be included in submitted price or this will be priced separately ?	No price will be paid separately.
51	xxiv. CONTRACT PERFORMANCE SECURITY The Bidder should provide the contract performance guarantee for the sum of 10 % (ten percent) of the Contract Price for due performance of contract.	pls make it 3% instead of 10%.	No Change in RFP
52	Clause 7.2 MSEDCL Reserves the right to terminate the services if the assignment is not proceeding in accordance with the terms of contract.	Request customer to restrict this right to material breach which are not rectified within a cure period of 30 or any other duration agreed with the customer.	No Change in RFP
53	Clause 9.17 Service Level Agreement Service Level Agreement & Penalty	Request customer to limit the overall liability under clause 9.17 (i.e. 917 A to C) up to 5 percent of quarterly billing	Yes. Refer modified clause 9.17 for SLA
54	Clause 9.17 Service Level Agreement • The penalty levied will be 0.05% of quarterly invoices of Application Maintenance Services Charges. • The Penalties will be calculated on a quarterly basis after providing tolerance. Tolerance: A tolerance of 1% of the total recorded incidents in the quarter is allowed & would not be considered for penalty. • Penalties can be maximum at 5% of the quarterly billing across multiple events for all type of incidents/ priorities. The aggregate penalty in a quarter is capped at 5% (of the quarterly billing) across multiple events (for all type incidents).	Need to understand the calculation. The 0.05% is based on what. Is it 0.05% day of delay or per incident or the total liability in a quarter is 0.05%	Refer sample calculation sheet provided in SLA section
55	Clause 7.5 Indemnity	Request customer delete indemnity for breach of contract and also make the indemnity obligation reciprocal. Indemnity for intellectual property to be limited to court awarded damages.	No Change in RFP

Annexure-B: AMS Tender Pre-Bid Query Responses(Tender No. - CGM(IT)/AMS/2021-22/3 dtd. 02-JUN-2021)

Appointment of an Agency for “Application Maintenance Services (AMS) towards Support, Maintenance & Enhancement of SAP – ERP, HRMS, Payroll, ESS & Dashboard systems for 5 years”

Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
56	Clause 7.6 Limitation of Liability: Liability limited to total Value of the Agreement	<p>Request customer to have an overall cap on liability: Draft clause proposed</p> <p>1. Vendors entire and collective liability arising out of or relating to this agreement, tort (including but not limited to negligence), for breach of statutory duty or otherwise, including without limitation on account of performance or non-performance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed 50% (fifty percent) of the annual contract value for all claims that arise during an applicable contract year. Any penalties imposed by the Customer for not meeting the agreed SLA or for any other delay or default under the terms of this Agreement the RFP and associated documents shall in no even exceed 5% of the monthly invoice value.</p> <p>In no event will Service Provider shall be liable to either Customer or its client under or in connection with this Proposal for any indirect, incidental, special, economic or consequential loss or damage, loss of revenue, profits, goodwill, bargain or opportunities or loss of anticipated savings incurred or suffered either by Customer or the client whether in an action in contract, tort statute or otherwise and whether or not Service Provider was aware or should have been aware of the possibility of such loss or damage.</p> <p>Any liability arising due to use of any third party hardware/ software shall be with the respective third party. Service Provider disclaims any liabilities arising due to usage of third party hardware/software and Customer agrees to absolve Service Provider of any such third party liability. Any applicable warranty as provided for such third party software/ hardware shall be in accordance with the warranty terms as specified by the respective third party.</p>	No Change in RFP
57	Clause 8 Termination rights for the service provider	<p>Request customer to provide termination rights to the services provider as well, in case of breach.</p> <p>The Service Provider shall be entitled to terminate the agreement or suspend the services, without incurring any liability what so ever, in the event the customer commits any breach of its obligations under the agreement and the RFP terms in including but not limited to delay in payment of the charges due and payable, beyond 30 days form the due date.</p>	No Change in RFP
58	Clause 8.2 MSEDCL may at any time terminate the Contract by giving written notice to the Successful Bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Successful Bid	Request customer to make changes to the effect that Service Provider shall be entitled to the payment for services delivered till the date of termination.	No Change in RFP

Annexure-B: AMS Tender Pre-Bid Query Responses(Tender No. - CGM(IT)/AMS/2021-22/3 dtd. 02-JUN-2021)

Appointment of an Agency for "Application Maintenance Services (AMS) towards Support, Maintenance & Enhancement of SAP – ERP, HRMS, Payroll, ESS & Dashboard systems for 5 years"

Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
59	Clause 8.4 If MSEDCL decides to change its existing ERP platform, the contract shall be terminated by MSEDCL by giving at least 30 days notice.	Request customer to delete this clause. Alternatively such terminations should be made subject to full recovery of non-recoverable investments and appropriate stranded cost, restructuring, compensation for dedicated non-transferring employees/severance costs and wind down costs and appropriate damages.	No Change in RFP, Referred clause is reproduced as per RFP as below "If MSEDCL decides to change its existing ERP platform, the contract shall be terminated by MSEDCL by giving at least 90 days' notice"
60	Clause 8.6 All the software/systems/procedures/process/techniques developed under this project shall be indisputably MSEDCL's property.	Request customer to make clause 10.6 subject to following conditions: 1. In all cases, Service Provider (and/or its licensor) retains sole ownership of all pre-existing IPR and background IPR and all developments, variations and enhancements thereto. 2. Customer will receive ownership of customer-specific foreground IPR only if developed exclusively for the customer under specific agreement. 3. All non-customer specific foreground IPR is owned by Service Provider.	No Change in RFP
61	Clause 8.5 Arbitration	Request customer to include that the arbitration shall be done by a mutually appointed sole arbitrator.	No Change in RFP
62	Clause 9.4. Annexure 4 (d) Notwithstanding the existence of any dispute referred to arbitration, the parties shall continue to perform their obligations under this Agreement.	if the dispute is not resolved within a period of 3 months from the date of intimation of dispute, then the service provider shall be entitled to suspend or discontinue the services, without incurring any cost or liability y.	No Change in RFP
63	Clause 9.9 Annexure 10 Bank Guarantee Format (EMD)	Would request that the following be added to the bank guarantee text for EMD: Notwithstanding anything contained herein above : I. Our liability under this Bank Guarantee shall not exceed Rs._____/ - (Rupees _____ Only). ii. This Bank Guarantee shall be valid up to _____ ; and iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if any claim or demand is received by us in writing, as stated in this Bank Guarantee, at this office by hand, by post or by courier, by close of banking hours, on or before_____, thereafter the Bank will stand discharged of all its liabilities in all respect whether or not the original Bank Guarantee is returned to us.	No Change in RFP

Annexure-B: AMS Tender Pre-Bid Query Responses(Tender No. - CGM(IT)/AMS/2021-22/3 dtd. 02-JUN-2021)

Appointment of an Agency for "Application Maintenance Services (AMS) towards Support, Maintenance & Enhancement of SAP – ERP, HRMS, Payroll, ESS & Dashboard systems for 5 years"

Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
64	Clause 9.9 Annexure 11 Bank Guarantee Format (PBG)	Would request that the following be added to the bank guarantee text for Security Deposit: Notwithstanding anything contained herein above : I. Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ Only). ii. This Bank Guarantee shall be valid up to _____ ; and iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if any claim or demand is received by us in writing, as stated in this Bank Guarantee, at this office by hand, by post or by courier, by close of banking hours, on or before _____, thereafter the Bank will stand discharged of all its liabilities in all respect whether or not the original Bank Guarantee is returned to us.	No Change in RFP
65	In Clause 7.1 Payment Terms	Would request the bidder to make below changes to Clause Section B Migration Activity-50% on Start of Migration activities and balance on completion of migration Service	No Change in RFP
66		Payment will be made in Indian Rupees only on Quarterly basis (after the end of the Quarter) Monthly Basis (Monthly in arrears) through RTGS within 45 30 days from the date of submission of invoice.	No Change in RFP
67	9.6. Annexure 6: Price Bid Proposal Taxes & Duties	Would request the bidder to make below changes to Clause 7. Prices indicated under unit cost shall be exclusive of all taxes, Levies, duties etc. During the payment stage, MSEDCL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated only in case of any discrepancies faced by MSEDCL	No Change in RFP
68	(Page 3) Introduction	Could you provide module wise details of the tickets Including Incident Management, CRs, Change Management (No. of Development & Bug Fixing - Separately) & Problem Management	Separate table added for details of module wise tickets for core modules (PS,PM,MM,FICO) for the FY 20-21. The ticket volumn is excluding SAP HCM module (due to recently made live) and all Custome developed module. Custom developed module issues are handeled through service desk via emails and phone and approx volume of such issues is 413. For additional information bidder may visit MSEDCL office.
69	(Page 3) Introduction	Our understanding is that existing SAP environment are Development, Quality and Production systems. Pre-production system is available ? Kindly confirm	Yes, Preproduction system is available
70	4.2 - Point no 8 Detail scope of work	1. Ideally knowledge transfer duration is of 3 month. (Similar to section 8.8. exit plan to support and assist MSEDCL for a period of 3 month.) 2. No SLA applicable on existing ticket based on agreed priorities of tickets or allow 3 month duration to close open tickets. SLA will applicable after that period.	No change for point no.1. For point no. 2, following statement is added in Annexure 21 : SLA - "No SLA as above is applicable on existing tickets transferred to bidder during knowledge transfer. The timeline for resolution of existing tickets shall be finalized mutually and thereafter SLA penalty will be charged for such tickets in case of slippage of mutually decided timeline. The mutually agreed timeline shall be maximum up to three months after knowledge transfer."

Annexure-B: AMS Tender Pre-Bid Query Responses(Tender No. - CGM(IT)/AMS/2021-22/3 dtd. 02-JUN-2021)

Appointment of an Agency for "Application Maintenance Services (AMS) towards Support, Maintenance & Enhancement of SAP – ERP, HRMS, Payroll, ESS & Dashboard systems for 5 years"

Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
71	Enhancement, modifications, bug fixes in existing processes and new process development in existing ERP modules including, fulfilment of all statutory requirements during the contract period, will be handled through non-commercial change request management. For enhancement and development of new process, the request form will be submitted by the process owner. The bidder team and MSEDCL team will decide the number of calendar days required for the activity. The activity period will include the requirements gathering, development, testing and deployment on production after UAT. The bidder will deploy sufficient resources at each stage to complete the work in stipulated time.	Our Understanding is that it is for existing SAP ERP modules and non sap systems are not in scope except interface with SAP ERP systems.	Yes, the required Interfaces and integration in existing SAP ERP system are in scope. Other side development will be done by respective application owners of MSEDCL.
72	Section e - xxiv - CONTRACT PERFORMANCE SECURITY The Bidder should provide the contract performance guarantee for the sum of 10 % (ten percent) of the Contract Price for due performance of contract. This Contract Performance Security shall be valid till the expiry of 180 days after the end of Support period of the works covered under the contract.	Finance team : We can proposed contract performance guarantee 10 % amount of first year contract value or it should be year by year reduction base as per remaining contract. - (we can used example of Payment terms by MSEDCL - section 7.1 Page no 43). - It should be each Section wise(A & B) as per Price bid proposal with validity.	No change in RFP
73	8.1 para 3 Step in rights: In the event that MSEDCL terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay MSEDCL for any excess costs for such similar systems or services	1)Request to limit the liability under this clause to 50% of the service charges paid during last 12 months. 2) Excess cost for such similar systems or service, should be reduced the cost of existing open tickets available with ageing analysis at the time of start of contract as new bidder need to resolve the existing tickets.	No Change in RFP
74	8.8 Support and assist MSEDCL for a period of [three months] so that MSEDCL is able to successfully deploy and access the services from the new environment.	Similar way it should be applicable to start of contract for KT of 3 months.	No Change in RFP
75	9.5 Man-Month Rates - Man-month rates quoted for the purpose of the bid shall be valid for our services for the entire duration of the project including as per the clauses stated in RFP.	Is it required ? Our understanding is that it is managed service work.	Statement is deleted from annexure -5
76	7.1 Payment Terms for Section B : Migration Services	Migration service milestone : As per Best practice, Migration & upgradation will be performed on development, Quality and Production system. 1) Once Development of SAP system migration & upgrade completed - 30% of invoice amount will be raised. 2) Once Quality of SAP system migration & upgrade completed - 30% of Invoice amount will be raised. 3) Once Production of SAP system migration & upgrade completed - 40% of Invoice amount will be raised. Payment will be paid in 30 days after the invoice raised.	No Change in RFP
77	7.1 Payment will be made in Indian Rupees only on Quarterly basis (after the end of the Quarter) through RTGS within 45 days from the date of submission of invoice. Invoices along with supported documents should be submitted to IT section addressed to Chief General Manager (IT).	Payment will be made in Indian Rupees only on Quarterly basis (after the end of the Quarter) through RTGS within 30 days from the date of submission of invoice. Invoices along with supported documents should be submitted to IT section addressed to Chief General Manager (IT).	No Change in RFP

Annexure-B: AMS Tender Pre-Bid Query Responses(Tender No. - CGM(IT)/AMS/2021-22/3 dtd. 02-JUN-2021)

Appointment of an Agency for “Application Maintenance Services (AMS) towards Support, Maintenance & Enhancement of SAP – ERP, HRMS, Payroll, ESS & Dashboard systems for 5 years”

Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
78	9.17.1. A) Deployment of Man Power	Our understanding is that it is managed service work & when SLA exist on delay resolution of tickets in such case Man power penalty should not be applicable.	No Change in RFP
79	General Bid Instructions Clause (e) (iv) vii. The bidder should not assign and/or sublet the scope of work or any part of it to any other agency in any form. Failure to do so shall result in termination of contract and forfeiture of security deposit/ performance guarantee etc.	Sub-contracting is prohibited. Request customer to permit sub-contracting.	Clause is deleted
80	4.2.9 How many MSEDCL office location where seating arrangement required.	How many MSEDCL office location where seating arrangement required. Kindly provide list of office with address / city details.	Seating arrangement will be done at Corporate office location in Mumbai and suburbs.
81	Eligibility / Qualifying Criteria PQ-4 Note: i. All the projects mentioned in the experience must be a completed project.	It is understood that, completed means when Implementation and O&M phase is successfully completed. If a project has multiple phase, all phases are implemented and O&M for all phases are completed. Please confirm	The experience criteria in note (1) of sr. no. 4 of section 5 will be modified as - Note (1) The projects mentioned in the experience may be a completed project or ongoing project. In case of ongoing project, the percentage of work completed must be at least 50% OR Project Go-Live issued by the client.
82	4.1 Brief Scope of Work : 4. Support, Maintenance & Administration of Sybase ASE 16 Enterprise Edition database for Centralized Consumer Billing system.	We understand that, the current SAP modules using Sybase database and the centralised billing system is also using the Sybase database. Section-4.1-2c refers to migration of SAP module's data to HANA database. However, centralised consumer billing system will continue to use Sybase database. We further understand that the scope mentioned in 4.1-Point 4 covers administration and maintenance of database only. This may mean performance tuning, indexing etc. This doesn't cover maintenance of centralised billing application system. Pl. confirm if our understanding is correct.	Yes. Understanding is correct.
83	4.2 Detailed Scope of work, B) Ticket Resolution and Change Request Management. g. Centralized Support for 24 x 7 Support shall be provided for 24x7. • “Helpdesk Support” shall mean the 24x7x365 centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.	Please reconsider if 24X7 support is really required or it can be limited to office hours.	No Change in RFP
84	4.2 Detailed Scope of work :- 6. Support, Maintenance, Enhancement & Development of integration Interfaces (webservices) of SAP modules with Non-SAP applications. Presently following non-SAP Systems/Modules (developed in JAVA/.Net) are integrated with SAP through web services	We understand that, MSEDCL will help, coordinate with respective vendors/teams currently supporting these applications.	Yes.
85	4.2 Detailed Scope of work :- 11. Enhancement, modifications, bug fixes in existing processes and new process development in existing ERP modules including, fulfillment of all statutory requirements during the contract period, will be handled through non-commercial change request management.	The RFP that was originally published in 1st Call had provision whereby bidder was to be paid additionally for such Change Request. However the subsequent version and this 2nd Call of the RFP, this is removed. We suggest that Changes in the software should be estimated and MSEDCL should provide for additional budget for such changes and pay the bidder on case to case basis.	No Change in RFP

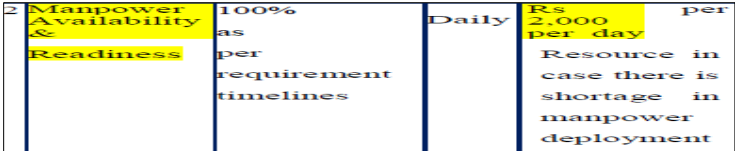
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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response																		
86	<p>7.5. Indemnity: The Bidder agrees to indemnify and hold harmless MSEDCL, its officers, employees and agents (each an “Indemnified Party”) promptly upon demand at any 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</p> <p>1. Any mis-statement or any breach of any representation or warranty made by the Bidder or</p> <p>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.</p> <p>3. Any compensation / claim or proceeding by any third party against MSEDCL arising out of any act, deed or omission by the Bidder or</p> <p>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 restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.</p> <p>Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes</p>	We request you to balance this clause please.	No Change in RFP																		
87	<p>8.4. Termination by MSEDCL due to change of ERP platform : If MSEDCL decides to change its existing ERP platform, the contract shall be terminated by MSEDCL by giving at least 90 days’ notice.</p>	It is understood that, in case of termination, MSEDCL will make payments of all the work completed till the date of termination.	No Change in RFP																		
88	<p>B) Ticket Resolution and Change Request Management. Tickets raised by End users</p>	<table><tr><td colspan="3">The tickets raised can be of varied nature and importance. Hence it is important to assign “criticality” to each tickets. Ticket’s criticality needs to be bifurcated as</td></tr><tr><td colspan="3">1. High 2. Medium 3. Low</td></tr><tr><td></td><td>Response Time</td><td>Resolution Time</td></tr><tr><td>High</td><td>99% in less than 30 minutes</td><td>99% in less than 4 business hours</td></tr><tr><td>Medium</td><td>95% in less than 3 Hours</td><td>95% in less than 5 business days</td></tr><tr><td>Low</td><td>95% in less than 4 Hours</td><td>95% in less than 10 business days</td></tr></table>	The tickets raised can be of varied nature and importance. Hence it is important to assign “criticality” to each tickets. Ticket’s criticality needs to be bifurcated as			1. High 2. Medium 3. Low				Response Time	Resolution Time	High	99% in less than 30 minutes	99% in less than 4 business hours	Medium	95% in less than 3 Hours	95% in less than 5 business days	Low	95% in less than 4 Hours	95% in less than 10 business days	No Change in RFP
The tickets raised can be of varied nature and importance. Hence it is important to assign “criticality” to each tickets. Ticket’s criticality needs to be bifurcated as																					
1. High 2. Medium 3. Low																					
	Response Time	Resolution Time																			
High	99% in less than 30 minutes	99% in less than 4 business hours																			
Medium	95% in less than 3 Hours	95% in less than 5 business days																			
Low	95% in less than 4 Hours	95% in less than 10 business days																			
89	<p>4.1 Brief Scope of Work i. Development and Maintenance of all existing SAP-ERP modules at MSEDCL (SAP-ERP modules are FICO, MM, PM, PS, PO, HRMS, ESS and all custom developed modules on SAP platform)</p>	We understand that MSEDCL can provide remote access of SAP & other licenses, so that successful bidders can access the software remotely using a remote tool in a secured manner. Please confirm	No Change in RFP																		

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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
90	4.1 Brief Scope of Work General	What is the quantum complexity (simple, medium, complex) of incident /call logs per month & it will help successful bidder if MSEDCL also gives historical data of past one year	Separate table added for details of module wise tickets for core modules (PS,PM,MM,FICO) for the FY 20-21. The ticket volumn is excluding SAP HCM module (due to recently made live) and all Custome developed module. Custom developed module issues are handeled through service desk via emails and phone and approx volume of such issues is 413. For additional information bidder may visit MSEDCL office.
91	4.2 Detailed scope of work a. Development and Maintenance of existing SAP-ERP modules, Custom developed modules and interfaces with Non-SAP modules	What would be the plan and duration for Knowledge Transfer from existing vendor to new SI onboarded. What would be the shadow period? What are the documents related to software - User manuals, FRS, SRS, CR, software administration manuals etc - available and would be handed over to the new SI who is awarded the contract?	Required details are available in RFP. All the required documents available with MSEDCL will be shared to sucessfull bidder.
92	4.2 Detailed scope of work b. Development & Maintenance of UI for centralized customer billing system developed in Java (Spring & Hibernate) on Sybase ASE 16 Enterprise Edition on Sybase database platform.	This is not clear. Please clarify is bidder need to do Development & Maintenance of only UI or end to end solution. Customer billing solution would be a vast software whereas UI - front end customer facing portal may be a part of the same. Hence please give clarity that would help in doing proper effort estimation. Also give details of functionality covered under this software the way it is given for SAP modules.	This clause is not available in current RFP published.
93	Annexure 12: CV of Team Members 9.8. Annexure 12: CV of Team Members	It is understood that, we will propose CVs of few key resources like project manager and few resources of senior resource and junior resources for your reference. Kindly confirm.	Annexure 12 : CV of team mebers is deleted
94	SLA Deployment of Man Power 	It is proposed to consider penalty as Rs.1000 per day per resource.	No change in RFP
95	(Page 2) Qualification Criteria The bidder's relevant experience in Implementation/Support of the SAP ERP in India or abroad during last 10 years (i.e. between the period from FY2011-12 to FY2020-21), involving at least any three functionalities as mentioned as below: 1) Finance and Control (FICO) 2) Project System (PS) 3) Material Management (MM) 4) Plant Maintenance (PM) 5) Human Resource Modules a) A single project costing not less than Rs 24 Cr (excluding taxes) OR b) Two projects each costing not less than Rs 15 Cr (excluding taxes) OR c) Three Projects each costing not less than Rs 13 Cr (excluding taxes)	We Request to amend the clause as below The bidder's relevant experience in Implementation/Support of the SAP ERP in India or abroad during last 10 years (i.e. between the period from FY2011-12 to FY2020-21), involving at least any three functionalities as mentioned as below: 1) Finance and Control (FICO) 2) Project System (PS) 3) Material Management (MM) 4) Plant Maintenance (PM) 5) Human Resource Modules a) A single project costing not less than Rs 23 Cr (excluding taxes) OR b) Two projects each costing not less than Rs 15 Cr (excluding taxes) OR c) Three Projects each costing not less than Rs 13 Cr (excluding taxes)	No change in RFP

Annexure-B: AMS Tender Pre-Bid Query Responses(Tender No. - CGM(IT)/AMS/2021-22/3 dtd. 02-JUN-2021)

Appointment of an Agency for “Application Maintenance Services (AMS) towards Support, Maintenance & Enhancement of SAP – ERP, HRMS, Payroll, ESS & Dashboard systems for 5 years”

Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
96	(Page 2) Brief Scope of Work Support, Maintenance & Enhancement of all existing SAP-ERP modules at MSEDCL for the period of 5 years (SAP-ERP modules are FICO, MM, PM, PS, PO, HRMS, ESS and all custom developed modules on SAP platform).	We request you to provide MINIMUM Resource count are required ONSITE per year to support the MSEDCL Landscape	Bidder should submit resource deployment plan after evaluation and maintain number of resources as per Annexure 20 . It is Bidder responsibility to provide sufficient manpower to maintain SLA for all the activities in scope, during the contract period.
97	(Page 2) Brief Scope of Work Up-gradation of SAP-ERP, Solution Manager & Migration of Database	We request you to clarify whether separate team needs to be factored for Activity Or existing Support team will be responsible for this activity. Please clarify	Bidder has to decide for resource requirement for all activities in scope of works
98	(Page 2) Brief Scope of Work Up-gradation of SAP-ERP, Solution Manager & Migration of Database	We request you to clarify whether its SoH (Technical Migration) or S/4 HANA (Technical + Functional Migration). Please clarify	It is Database Migration only. Please refer detail scope of works in section 4.2
99	Payment Milestone Up-gradation of SAP-ERP, Solution Manager & Migration of Database	We request you to amend the Payment Terms as per the Activity Milestones mentioned in the Tender	No Change in RFP.
100	(Page 6) Brief Scope 2 a	Is the current ECC 6.0 system with EHP 5 is Unioctde or Non-Unicode?	Unicode
101	(Page 6) Brief Scope 2 a	Is there only single ECC 6.0 system or more than one instance of ECC 6.0?	MSEDCL has one Instance of ECC.
102	(Page 15) (b) SAP User licenses: ERP provide services to 118 Vendors & 8400 employees across Maharashtra.	What is the current DB Size of existing SAP ECC6.0 EhP5 System? Is there any sizing effort conducted future state? Please share inputs if sizing exercise had been carriedout.	Production DB size - 2.5 TB . No sizing effort conducted till date.
103	(Page 15) section 3 Introduction	Can you please provide ticket extract details like ticket priority, type, category, time stamp, ticket description, SAP modules etc. for the ticket count provided in the tender document? It will help us in providing more accurate skilled resources at optimal cost.	Separate table added for details of module wise tickets for core modules (PS,PM,MM,FICO) for the FY 20-21. The ticket volumn is excluding SAP HCM module (due to recently made live) and all Custome developed module. Custom developed module issues are handeled through service desk via emails and phone and approx volume of such issues is 413. For additional information bidder may visit MSEDCL office.
104	(Page 15) section 3 Introduction	Please share the ticket dump for 6 months to figure out the day wise and criticality wise ticket break up	Separate table added for details of module wise tickets for core modules (PS,PM,MM,FICO) for the FY 20-21. The ticket volumn is excluding SAP HCM module (due to recently made live) and all Custome developed module. Custom developed module issues are handeled through service desk via emails and phone and approx volume of such issues is 413. For additional information bidder may visit MSEDCL office.
105	(Page 15) section 3 Introduction	As per RFP Ask, we need to propose dedicated 24x7x365 service desk for tentative ticket count of 978 on monthly basis. Please suggest that do we need to factor all shift equally loaded or organization currently follow some graveyard shift or lean shift concept? If so, please share the details so that appropriate staffing can be done.	No change in RFP
106	(Page 18) section 4.1_1 Scope of work	Can you please share approximate total enhnacement hours consumed in last one year in SAP ERP modules?It will help us in providing more accurate skilled resources at optimal cost.	Bidder may visit MSEDCL office for more details.

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Appointment of an Agency for “Application Maintenance Services (AMS) towards Support, Maintenance & Enhancement of SAP – ERP, HRMS, Payroll, ESS & Dashboard systems for 5 years”

Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
107	(Page 18) section 4.1_3 Scope of work	Can you please share approximate total enhancement hours consumed in last one year in Dashboards, preferably technology wise as given - (Lumira/Xcalcius/Webi/Crystal reports/Design studio/Data services etc)?	Bidder may visit MSEDCL office for more details.
108	Scope of work	Please list all systems that will depend on integration wrt HRMS . Indicate Inbound, Outbound or 2-Way. Any third party system to which HR data is sent ?	Please refer RFP, section 4.2 point 6.
109	Generic	Any plans to move to SuccessFactors with respect to HR	Presently, No plan to move to Successfactor with respect to HR
110	(Page 18) 4.1 Brief Scope of Work a. Support, Maintenance & Enhancement of all existing SAP-ERP modules at MSEDCL for the period of 5 years (SAP-ERP modules are FICO, MM, PM, PS, PO, HRMS, ESS and all custom developed modules on SAP platform).	Is it possible to get MSEDCL business users/functional SMEs support while adopting Custom Developed modules to new versions?	Yes, business users and SME (Subject matter expert) support is available for understanding business process of MSEDCL.
111	(Page 18) 4.1 Brief Scope of Work a. Support, Maintenance & Enhancement of all existing SAP-ERP modules at MSEDCL for the period of 5 years (SAP-ERP modules are FICO, MM, PM, PS, PO, HRMS, ESS and all custom developed modules on SAP platform).	SAP ECC6.0EHP5 to EHP8 only to be considered and MSEDCL is not considering S/4HANA versions as part of present Tender. Is our understanding current?	Yes. Refer detail scope of works in tender document.
112	(Page 18) 4.1 Brief Scope of Work : Upgradation of Solution Manager from 7.1 to 7.2 (latest version)	What is the DB now? Is DB migration planned? If yes, what is the target? Is it planned to move it to AWS?	Please refer RFP for detail scope of work (section 4.2).
113	(Page 18) 4.1 Brief Scope of Work c. Database migration from Sybase to HANA version 2.0 (or latest available version) and technical upgrades of existing SAP ERP Modules. Code adjustment, if any, required for migration to HANA database.	Is there breakup available for Custom Code based on category such as Reports, Interfaces, Conversions, Enhancements, Forms and Workflows along with Code complexity&Business Complexity?	Bidder may visit MSEDCL office for more details.
114	(Page 18) section 4.1.2 Brief Scope of Work	What is the size of the data we are expecting to be migrated ?	Size of the data to be migrated from Sybase to Hana is approx. of 2.5 TB for SAP ERP, SOLMAN and BW.
115	(Page 18) section 4.1.3 Brief Scope of Work	How old is the data? Is there knowledge of the legacy data still available at MSEDCL	SAP ERP core and custom modules (excluding HRMS) are made live in Jan-2015 and no legacy data is available. SAP HRMS module is made live recently in Apr-2021.
116	(Page 18) section 4.1.4 Brief Scope of Work	What kind of migration requires to be performed. Is it straight 1-1 transfer or there is an expectation of cleansing / sanitizing and standardizing the data	Please refer RFP. Section 4.2 point no.2.
117	(Page 18) section 4.1.5 Brief Scope of Work	Is the HANA database already defined? Is the ER available for the same?	Refer detail scope of works in RFP section 4.2
118	(Page 18) section 4.1.6 Brief Scope of Work	Is there a Mapping sheet available between Sybase and HANA database	No. Bidder has to plan all activities required for Migration
119	(Page 18) section 4.1.7 Brief Scope of Work	What is the duration of the migration expected	Refer detail scope of works in RFP section 4.2
120	(Page 18) 4.1 Brief Scope of Work 3. Support, Maintenance & Enhancement of Dashboards at MSEDCL: - b. Database Administration for Sybase IQ and HANA database.	What applications are running on Sybase iQ? What applications are running on HANA?	1. Currently No usage of Sybase IQ. 2. Hana Enterprise edition used for Dashboard Reporting with BOBJ
121	(Page 19) 4.2 Detailed Scope of work 4 Process Integrator (PI)/ Process Orchestration (PO)	How many interfaces are being used to support ECC and other Transactional Systems (OLTP)? Need this for factoring tweaking/Testing efforts.	Refer detail scope of works in RFP section 4.2

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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
122	(Page 19 & 20) 6. Support, Maintenance, Enhancement & Development of integration Interfaces	Can we have SAP Landscape diagram and architecture connecting the interfaces to the core systems?	Please refer RFP, already attached in section 1 (Introduction).
123	(Page 18) 4.1 Brief Scope of Work 3. Support, Maintenance & Enhancement of Dashboards at MSEDCL: - b. Database Administration for Sybase IQ and HANA database.	Can you share the status of documentation (Business Blue Print, Business Process Master List, Test Scripts, Test Results, Process flows, Issue List) with you currently, whether they are updated and can be used as the starting point	Please visit MSEDCL office for more Details
124	(Page 18) 4.1 Brief Scope of Work 3. Support, Maintenance & Enhancement of Dashboards at MSEDCL: - b. Database Administration for Sybase IQ and HANA database.	Can you share the list of users in 1) Finance and Control (FICO) 2) Project System (PS) 3) Material Management (MM) 4) Plant Maintenance (PM)	Details of licenses are already given in RFP. Please visit MSEDCL office for more Details
125	(Page 22) section 4.2_10 Detailed scope of work	We understand Helpdesk support is needed 24x7x365. Apart from that, with reference to the SLA framework provided in the tender document, we presume 24x7 support is needed only for emergency/business critical tickets & activities as defined by MSEDCL. Also, it can be on call 24x7 support instead of on desk support in three shifts through out the day. Please confirm our understanding.	Refer detail scope of works in RFP section 4.2
126	(Page 22) Detailed scope of work	Any upgrade planned for Business Intelligence (BI), Business Objects (BO, BODS) ver. 4.2 SP 12, BW 4.0 or only support of current application are in scope	Refer detail scope of works in RFP section 4.2. Version upgradation / patch management is in the scope of bidder.
127	(Page 52) 9.3.1 Bidder Information Sheet	Details of the offices present in Madhya Pradesh, if any? Is this a typo?	The typographic error is corrected as - 'Details of the offices present in Maharashtra, if any'
128	(Page 80) section 9.17 Ticket Resolution and Change Request Management.	SOLMAN is not a typical ITSM tool, We would suggest to incorporate a typical ITSM tool in proposal, which can internally integrate with not only at application layer also at hardware layer, which in turn will support in faster resolution and correct root cause analysis.	Currently SOLMAN is used in MSEDCL for tracking the tickets.
129	(Page 80) section 9.17 Ticket Resolution and Change Request Management.	Describe the escalation process from Service Desk to tier 2 or 3 support, and any other teams involved in Incident Management.	Bidder has to manage all the support activity including escalation. MSEDCL team will not be involved in Support or incident management. Business users and SME (Subject matter expert) support is available for understanding business process of MSEDCL. Bidder has to take care of all the Support, Maintenance & Enhancement of All SAP modules during the contract period.
130	(Page 80) section 9.17 Ticket Resolution and Change Request Management.	What is the critical incident management process and what role does the Service Desk play in it?	Query is not clear. Bidder may visit MSEDCL office for more details.
131	(Page 80) section 9.17 Ticket Resolution and Change Request Management.	Does the scope of the Service Desk include Incident Management, Problem Management or both?	Ticket resolution and Changes request management are to be handled by bidder. Please refer RFP for detail.
132	General	Provide details of any VIP Service. Include the number of VIPs and the specific incident handling procedures for resolving their incidents.	No such VIP service
133	(Page 80) section 9.17 Ticket Resolution and Change Request Management.	Does the ownership of incidents pass from the Service Desk to the next team it is assigned to?	All the issues raised through SOLMAN directly come to support desk. Bidder is responsible for resolving all the tickets as per SLA.
134	Helpdesk	Describe the Service Desk's role in password resets, assignment of security/access rights for system users, and the management of system security (firewall, anti-virus, backup, etc.).	It is in bidders's scope.

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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
135	Helpdesk	What is level of automation is enabled in Organization, and by which all medium ticket land to service desk?	For ticket management, SOLMAN is used in MSEDCL.
136	Helpdesk	We expect to provide system, ACD/IVR, Connectivity, tool access and any other component beyond manpower to be provided by customer. Please confirm	Refer detail scope of works in RFP section 4.2
137	Helpdesk	What is the target for First Call Resolution (FCR)? What is the current performance?	Please refer RFP section Service Level Agreement defined in section 9.17
138	Helpdesk	What is the average agent wrap up time (i.e., between call end and agent in ready state)?	Refer detail scope of works in RFP section 4.2 and bidder may visit MSEDCL office for more details
139	Helpdesk	How many outbound calls does the Service Desk make on average per month?	Refer detail scope of works in RFP section 4.2 and bidder may visit MSEDCL office for more details
140	Helpdesk	What is the average agent talk time?	Refer detail scope of works in RFP section 4.2 and bidder may visit MSEDCL office for more details
141	Helpdesk	Provide details for measuring the current Service Desk Customer Satisfaction Survey and the results for prior 12 months. What is the current customer satisfaction score?	Refer detail scope of works in RFP section 4.2 and bidder may visit MSEDCL office for more details
142	Helpdesk	Provide the details on how the service desk needs to contact Client's incident response team for any security related incidents.	Refer detail scope of works in RFP section 4.2 and bidder may visit MSEDCL office for more details
143	Helpdesk	Provide an inventory of the tools utilized by the Service Desk including remote control, call logging, incident management, notifications, self help, knowledge management, IVR, service reporting and SLA management.	Refer detail scope of works in RFP section 4.2 and bidder may visit MSEDCL office for more details
144	Helpdesk	Is there an existing knowledgebase to leverage (if so, what is it)? Is the knowledgebase current? Is it comprehensive?	Documents are available. Please visit MSEDCL office for more details.
145	Helpdesk	Any additional language support is needed beyond english?	Preferable Marathi with English and Hindi for communication
146	Brief Scope 2 a	Which version of SAP PI/PO system? Are you looking for upgrade/Migration from	SAP PI version is 7.5
147	(Page 1) Qualifying Requirements: 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.	Request to modify - The bidder must have minimum average annual turnover of Rs. 300 Crores of last three audited	No Change in RFP

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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
148	(Page 2) Qualifying Requirements: The bidder's relevant experience in Implementation/Support of the SAP ERP in India or abroad during last 10 years (i.e. between the period from FY2011-12 to FY2020-21), involving at least any three functionalities as mentioned as below: 1) Finance and Control (FICO) 2) Project System (PS) 3) Material Management (MM) 4) Plant Maintenance (PM) 5) Human Resource Modules a) A single project costing not less than Rs 24 Cr (excluding taxes) OR b) Two projects each costing not less than Rs 15 Cr (excluding taxes) OR c) Three Projects each costing not less than Rs 12 Cr (excluding taxes) Note: i. All the projects mentioned in the experience must be a completed project. ii. If the project mentioned in the experience is executed by JV/Consortium, where bidder is one of the JV partner/consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate. iii. The order value should be excluding license cost. iv. Multiple POs for maintenance & support work from same client will be considered as a single project. In such case, cost of project will be sum of value of all such POs in a project. v. Experience should be on ECC 6 EHP 5 or above. vi. Projects done for in-house use of parent company, associate companies (with common stakeholders) would not be considered. However, projects done for external customer(s) by parent company or fully owned subsidiaries would be considered.	Request to modify - The bidder's relevant experience in Implementation/Support of the SAP ERP in India or abroad during last 10 years (i.e. between the period from FY2011-12 to FY2020-21), involving at least any ONE functionalities as mentioned as below: 1) Finance and Control (FICO) 2) Project System (PS) 3) Material Management (MM) 4) Plant Maintenance (PM) 5) Human Resource Modules a) A single project costing not less than Rs 15 Cr (excluding taxes) OR b) Two projects each costing not less than Rs 10 Cr (excluding taxes) OR c) Three Projects each costing not less than Rs 5 Cr (excluding taxes) Note: i. All the projects mentioned in the experience must be a completed project. ii. If the project mentioned in the experience is executed by JV/Consortium, where bidder is one of the JV partner/consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate. iii. The order value should be excluding license cost. iv. Multiple POs for maintenance & support work from same client will be considered as a single project. In such case, cost of project will be sum of value of all such POs in a project.	No Change in RFP
149	(Page 2) Qualifying Requirements: 7. The bidder company must have a team of at least 200 consultants on its rolls having experience in various modules of SAP, in-memory database implementation (HANA), analytical & business intelligence reporting and have sound knowledge of databases like Sybase.	Request you to modify the clause as follows The bidder company must have a team of at least 100 consultants on its rolls having experience in application development, support & enhancement or The bidder should have minimum 500 qualified support engineers having BE/B.Tech/MCA in IT/Computer Science/ Electronics & Communication/Electronics or higher on company payroll as on submission of bid	No Change in RFP
150		Reqd. Clairty on Project Timeline	Please refer detail scope of works in RFP section 4.2 and visit MSEDCL office for more Details.
151		Reqd. Clairty on Payment Term	Please refer RFP for payment terms
152		Reqd. Clairty on Penalty clause	Please refer RFP for service level agreements and penalties

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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
153	Scope	Volume of tickets by Priority issues for last 12 months. Please share details of P1/P2 tickets raised in the last 2 month, need ticket details.	Separate table added for details of module wise tickets for core modules (PS,PM,MM,FICO) for the FY 20-21. The ticket column is excluding SAP HCM module (due to recently made live) and all Custom developed module. Custom developed module issues are handled through service desk via emails and phone and approx volume of such tickets is- 413. For additional information bidder may visit MSEDCL office.
154	Scope	How are release management to changes handled in the existing setup?	Approved change request routed through CTM/SME. Same are tested and approved by CTM/SME for production go live.
155	Scope	What are the changes (CRs) currently planned with in scope SAP Modules?	Please refer RFP. Section 9.17
156	Scope	Who will do the regression or functional or integration testing? is it part of the scope?	Yes, it is part of scope.
157	Scope	If deployment & release is part of support then please provide the frequency of deployments/release in a month?	Yes, deployment and release is part of the scope. All change requests are to be deployed after approval of MSEDCL CTM/SME.
158	Scope	How are emergency changes handled?	Timelines for change request is decided mutually on case to case basis considering emergency.
159	Scope	Are SOPs, Process Documents, FAQs are currently maintained?	All process documents, manual, FRS and TRS are available
160	Scope	Which Project Management tools and methodology is been used?	ASAP methodology is adopted by existing agency. Bidder has to decide for project management tool and methodology
161	Scope	Will Functional and Technical Solution documents be accessible to the team for supporting functional queries	Yes
162	Scope	Are there any external integrations with the SAP ERP	Yes, Please refer Detail Scope of Work
163	Scope	Please share split in percentage for services request and incidents	Please visit MSEDCL office for more Details
164	Scope	Please share average enhancement efforts (man days) each module wise last one year.	Please visit MSEDCL office for more Details
165	(Page 18) section 4.1(2) 2. Up-gradation of SAP-ERP, Solution Manager & Migration of Database a. Upgradation of existing SAP-ERP from ECC 6.0 EHP5 to ECC EHP8 (or latest version) b. Upgradation of Solution Manager from 7.1 to 7.2 (latest version) c. Database migration from Sybase to HANA version 2.0 (or latest available version) and technical upgrades of existing SAP ERP Modules. Code adjustment, if any, required for migration to HANA database.	We understand as part of tender scope 1)Only one time upgrade from ehp 5 to ehp 8 is being considered. Any additional or subsequent upgrades even though SAP may release the same during the contract period will be considered as scope changes. 2)Upgradation of solution manager is limited to one time upgradation to version specified in scope. 3)Database migration is limited to only one time migration to the components mentioned explicitly in scope.	Migration as per scope of works has to be done by bidder. However, in future Bidder has to upgrade all systems to Latest Versions after approval of MSEDCL, during the contract period.
166	(Page 19) section 4.2 Detailed Scope of work :-	Please provide version details of all system landscape components, its database details, database version & its size	Please Refer Detail Scope of Work
167	(Page 19) section 4.2 Detailed Scope of work :-	We understand any third party tools which need to be upgraded or adjusted due to upgrade prerequisite requirements will be excluded and kept out of the tender scope.	No. Bidder is responsible for all activities required under scope of migration.

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Sr no.	RFP Clause / section & page no.	Query	MSEDCL Response
168	Additional Queries	<p>Can you clarify the below points</p> <ol style="list-style-type: none">1. Estimated Incidents per module / month2. Estimated Change Requests per module / month3. Extent of Customization.4. How does MSEDCL distinguish between a Change Request and a separate Project ?5. Is the client expecting 24X7 ? If yes, we have to deploy teams in three shifts!	<p>1. Separate table added for details of module wise tickets for core modules (PS, PM, MM, FICO) for the FY 20-21.</p> <p>The ticket volume is excluding SAP HCM module (due to recently made live) and all Custom developed module. Custom developed module issues are handled through service desk via emails and phone and approx volume of such issues is 413.</p> <p>For additional information bidder may visit MSEDCL office.</p> <p>2. Bidder may visit MSEDCL office for more details.</p> <p>3. No. of Customcode till date-18,691 custom objects .</p> <p>4. change request is enhancement in already implemented modules.</p> <p>5. 27x7 Support is required as per scope of works in tender. Bidder has to declare the resource deployment plan.</p>