

Pre-Bid Replies - ANNEXURE A

Tender For Selection of System Integrator (ERPSI) for "Upgrade of SAP ECC to RISE with SAP S/4 HANA for 5 years, Installation, Commissioning, Implementation of SAP TRM and Cash Management module and 2 years of Application Maintenance Services for all core and custom modules at MSEDCL"

Tender No. :CGM-IT/RDSS/SAP AMS/23-24/017 Ver. 2.0

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
1	(e) Consequences of Termination – 10.5.2	312	(e) Consequences of Termination – 10.5.2	We understand that call centre and control room is not a part of this RFP, please confirm.	Control Room and Call Centre is not part of RFP.
2	Section 12.1 Technical evaluation Criteria of SI (Clause 4.4)	21	The bidder should have successfully implemented 2 (two) SAP ERP S/4 HANA projects in India in last 10 years. Out of two (2) eligible ERP projects one must have been implemented in Central/State PSU or Govt. Organization. (In case of a consortium, this requirement needs to be met by either of the Member) Further, in both projects mentioned above- • The offered ERP OEM Product shall have cumulatively 250 transactional user-base in two eligible ERP projects	There seems to be a typo error in this criterion. The corresponding criteria in Prequalification 3.2, it is mentioned as "Cumulative 250 Transactional users" while subsequent TQ 4.1, "ERP licenses" is mentioned. We request you to please correct this typo error in TQ 4.1 clause as per PQ 3.2 and make it as "Cumulative 250 transactional users"	Refer revised RFP
3	4. Data Digitization and Migration	92	4. Data Digitization and Migration	Given title mentions Data Digitisation but after going through the scope, we understood that Data Digitisation (Physical record conversation in softcopy) is not in SI scope. Please confirm our understanding	Data digitization (physical record conversion in softcopy) is not in ERPSI scope. All the required data will be provided in electronic format.
4	Section 11 Project Management Clause No. 11.6 Implementation Approach	165	Section 11 Project Management Clause No. 11.6 Implementation Approach	We assume that T stands after the KT and Handover process from the existing team.	As per RFP. T stands for Date of issue of Letter of Award (LOA)
5	3.6 Security	106	3.6 Security	We understand that Physical security of hardware, Network Infrastructure and Virtualization Infrastructure is not part of the scope of SI, so please remove from the SI scope.	As per RFP. ERPSI in coordination with CSP (SAP) has to comply security.
6	3.14 Functional Requirements of The CSP	110	3.14 Functional Requirements of The CSP	The scope is RISE with SAP which is SaaS based solution. Hence these separate specifications for Cloud may not be relevant. Please relook at the same and do the needful.	As per RFP. The clauses are related to underlying cloud platform on which the RISE with S/4 HANA will be provided.
7	3.15.2 Business Continuity Plan & Backup Services	113	3.15.2 Business Continuity Plan & Backup Services	The scope is RISE with SAP which is SaaS based solution. Hence these separate specifications for Cloud may not be relevant. Please relook at the same and do the needful.	As per RFP. The clauses are related to underlying cloud platform on which the RISE with S/4 HANA will be provided.
8	3.15.3 Web Application Firewall (WAF) as Service	113	3.15.3 Web Application Firewall (WAF) as Service	The scope is RISE with SAP which is SaaS based solution. Hence these separate specifications for Cloud may not be relevant. Please relook at the same and do the needful.	As per RFP. The clauses are related to underlying cloud platform on which the RISE with S/4 HANA will be provided.
9	6) Cloud Data Center and Data Recovery Center Operations	142	6) Cloud Data Center and Data Recovery Center Operations	The scope is RISE with SAP which is SaaS based solution. Hence these separate specifications for Cloud may not be relevant. Please relook at the same and do the needful.	As per RFP. The clauses are related to underlying cloud platform on which the RISE with S/4 HANA will be provided.
10	15) Network Monitoring & Management	147	15) Network Monitoring & Management	The scope is RISE with SAP which is SaaS based solution. Hence these separate specifications for Cloud may not be relevant. Please relook at the same and do the needful.	As per RFP. The clauses are related to underlying cloud platform on which the RISE with S/4 HANA will be provided.
11	14.1.1 Mobilization Advance	179	14.1.1 Mobilization Advance	The bidder is required to submit 105% of the total of 5% value, not the entire project value. Please confirm our understanding.	As per RFP. Bidder is required to submit BG of 105% of ERP System Implementation Phase cost
12		11	Section 2. Eligibility and Qualification Requirements d) The bidders are required to ensure compliance to the directions issued by Ministry of Power, Government of India vide OM No: A-1/2021-FSC-Part (S) dated November 16, 2021 pertaining to —Public Procurement (Preference to Make in India) to provide for purchase preference (Linked with local content) in respect of Power Sector and other OM's/directions/circulars issued by appropriate Ministries' in this regard and subsequent amendments thereof.	We request that the Bidder's should be allowed to derive the Local Content percentage from the total value by excluding the cost of SAAS Based SAP COTS Licenses. Justification: SAP does not officially declare the Local Content percentage of their License components, because of which the SI's are unable to logically derive the Local content percentage. SI's try to consider 40%-50% of cloud as "Local" from SAP License cost so that the SI's can become Class-I bidder and try to get preference over Class-II bidder in case Class-II bidder is L1. All they do this is without getting any declaration from OEM's but only by assumptions which is against the Public Procurement Guidelines.	Accepted
13	14.2.2 Network services including data transfer	178	ERP System AMS Phase Cost	Need clarity on this scope of work and payment clause item.	Refer revised RFP. ERPSI has to set-up Network Connectivity of SAP Cloud (RISE with S/4 HANA) with MSEDCL's existing cloud. ERPSI to ensure connectivity from SAP cloud to MSEDCL offices using existing VPN services.
14	Section 2, Clause No. Eligibility and Qualification requirements	14	CREDENTIALS AND EXPERIENCE	This being Migration Tender, we request MSEDCL to evaluate Bidder's by adding "Bidder's Migration Experience" as well. Below suggested clause can be added to the tender. Experience Criteria: The bidder should have experience of successful completion of at least one (1) 'SIMILAR WORK' under single contract in previous seven (07) years as on bid submission date. 'SIMILAR WORK' means "Project of S/4 HANA Migration in India of minimum value ₹ 14,13,57,500.00 (Rupees Fourteen Crore Thirteen Lakh Fifty-Seven Thousand and Five Hundred)". The project should have atleast Gone-Live	Project involving migration to S/4 HANA will be considered as S/4 HANA implementation project and the same will be considered for evaluation of project experience criteria.
15	Annexure E – Details of existing SAP ERP implementation in MSEDCL	288		How long we can do transition from current vendor, who is current support provider?	Bidder has to start project activities immediately after issue of LOA, as per timelines given in RFP. Bidder may visit MSEDCL office to get the required information.
16	Annexure E – Details of existing SAP ERP implementation in MSEDCL	288		Is the current ticket volume only for SAP applications or does that include all applications which are not in support scope? Can we get the ticket volume by SAP module?	Ticket volume mentioned in RFP is only for SAP applications.
17	S/4HANA Cloud RISE users	92		What is the highest concurrent users on network which will connect to RISE? Based on the concurrency is the customer willing to have Azure express for connectivity between their Premise and RISE?	Existing total users : 9,400 Users Connectivity solution is in scope of bidder.
18		147	15) Network Monitoring & Management	We are assuming that SI is not required to provide any network monitoring infrastructure tool/hardware. They can use the report of the MSEDCL/vendor for the monitoring and tracking of network.	Network monitoring infrastructure tool/hardware required for connectivity with upcoming SAP cloud (RISE) will be responsibility of ERPSI.

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
19	Brief scope of work	92 Of 338	Annexures Annexure A – Functional Specifications	We understand that following RISE licenses need to be supplied by bidder to comply business functionalities specified in FRS provided in Annexure A (Page 194 of 338) 1) S/4HANA Cloud RISE users - 6001 FUE; 2) SAP RISE with S/4HANA Cid for cash management- 35 User; 3) SAP RISE with S/4HANA Cid treasury risk management -101 Units; 4) SAP RISE- Core HCM - 1001 Users; 5) SAP RISE- Payroll - 80000 Employees. We understand that SAP as OEM have provided the compliance for the same. We request department to confirm the same.	Understanding is correct
20		107	3.6 Security	We are assuming the CSP(Rise with SAP and the non-Rise components) will provide the infrastructure and security service. The scope of the SI is limited to monitoring of the ERP infrastructure (Hardware, Network, Security etc.). Please validate	As per RFP. Non RISE SAP infrastructure will be provided by MSEDCL.
21		107	3.6 Security	We are assuming the CSP(Rise with SAP and the non-Rise components) will provide the infrastructure and security service. The scope of the SI is limited to monitoring of the ERP infrastructure (Hardware, Network, Security etc.). Please validate	As per RFP. Non RISE SAP infrastructure will be provided by MSEDCL.
22		96	3.1 Detailed Scope of work	We are assuming that non-SAP systems are not included in the scope and MSEDCL/MSEDCL nominated agency will provide the support for the non-SAP systems.	Yes. Integration with Non-SAP system is in the scope of ERPSI. As per RFP
23	Brief scope of work	92 Of 338	I) Application Maintenance Services (AMS) toward s Support, Maintenance ft Enhancement of all existing SAP systems (Core ft Custom modules) at MSEDCL till declaration of go-live of SAP S/ 4 HANA. Note: ATS for the existing deployment of SAP ERP on ECC platform willbepaid by MSEDCL for T+12 i.e. till go live declaration of RISE on S4 HANA. If go live declaration of RISEwith S4 HANA is delayed beyond T+12 ATS for the subsequent term will beborne by the bidder for which no additional payment will bemade by MSEDCL. (T= Date of LOA)	We understand that bidder needs complete migration ERP to implementation of "TRM and Cash Management" within 12 months or agreed period of time. If the delay is attributed to MSEDCL, the cost of ATS will be borne by department. We request department to confirm the same.	As per RFP. ERPSI has to complete the project activities as per timelines mentioned in RFP, excluding delay attributable to MSEDCL.
24		-	General	Have you finalised the Hyperscaler for S/4HANA Rise Private Cloud?	No. ERPSI to finalize. MSEDCL's Existing cloud infra is available on AWS.
25		-	General	Can you share current SAP Landscape in detailed?	Refer Annexure E – Details of existing SAP ERP implementation in MSEDCL
26		-	General	Have you done the Infrastructure sizing for Rise with SAP? If not then do you expect SI to work with SAP & MDEDCL in recommending the same?	Refer Section 9 : Proposed SAP RISE Solution. Bidder may visit MSEDCL office to get the required information.
27		-	General	Are you planning for setting up Disaster Recovery (DR) for S/4HANA?	Yes. As per RFP
28		84	Part H – ERP System – Annual Technical Support (ATS) for MSEDCL	1) Will the ATS for non RISE (Existing HANA Enterprise DB Lic, Sybase DB, BI , BW etc) will be paid by MSEDCL to SAP ? 2) Will the ATS for the additional 1 TB HANA License procured as part of this RFP will be paid by SI & until when? 3) Will the complete ATS charges be paid by MSEDCL to SAP for one year (migration phase) & in case of delay in project beyond one year the ATS related to RISE components will be paid by the SI?	1) ATS for non-RISE will be paid directly by MSEDCL to SAP. 2) ATS for 1 TB HANA licenses and PO procured as part of this RFP will be paid by bidder during the contract period. 3) Yes. Refer Section 6 (1.4-I)
29		180 to 184	Service Level Agreement Table & all the mentions	On page 180 SLA is mentioned as 99%. The subsequent pages the SLA for various components of application like DB are also are varying. . Rise with SAP provides SLA 99.7 % at application log in level which will be available in totality (System, SW services).Hence request consideration & modification in alignment with SAP standard SLA.	As per RFP
30	Annexure -A : Functional Specification	194	Annexure -A : Functional Specification	Please confirm whether the compliance required against the FRS Points mentioned in this section. If Yes, MSEDCL should provide a detailed editable Excel Sheet for the FRS document	Yes
31	Annexure-B: Technical Specification	273	General Query	Pls. provide a detailed editable Excel Sheet for Annexure-B	Refer new RFP Annexure B is removed but the Bidder needs to confirm performance, network and security requirements required for the implementation. Compatible infrastructure serving appropriate system tier for specified usage tier should be provided by bidder for development, production, and testing environment as recommended by SAP.
32		271	E-Office System	Understand that E-Office System is not included in the scope - Please confirm	As per RFP. E-Office is not applicable.
33		269	Document Management System	Understand that Document Management System is not included in the scope - Please confirm	Refer the new RFP DMS is in the ERPSI Scope.
34		190	RTO/RPO Compliance Table	DR is not in scope hence RTO & RPO is not applicable. Kindly confirm.	As per RFP. Bidder has to provide RISE with S4/HANA along with DR.
35		90	Existing BOM	Please retain 3 developer users for Non rise environment	As per RFP
36	Section 6, Clause 12.4.4	173	Load and Stress Testing	We request MSEDCL to clarify below, 1) Please specify the number of concurrent users. 2) Hope, Load & Stress Testing will be limited to S/4 HANA Production before Go-live single time only. Please confirm. c) We assume that MSEDCL will bear the Load & Stress hardware cost. Please confirm.	1) Existing SAP users : 9400 users 2) Yes 3) As per RFP
37	Section 6, Clause 12.7	175	Operational Tools Readiness IVR, ITSM & IT Operations	We request MSEDCL to exclude IVR from ERPSI scope of work.	Accepted
38	Section 6, Clause 9 (sub clause 9)	143	Backup/Restore Management	It is responsibility of the current CSP for non-Rise environment. Please confirm.	ERPSI should manage both SAP RISE and SAP non-RISE applications.
39	Section 6, Clause 9 C	146	C. Install/MAC Services (Install Move Add Change)	Please specify what is expected from ERPSI under this scope as the requirement is not clear. Please elaborate.	Not Applicable
40	Section 6, Clause 9 (sub clause 14)	147	Anti Virus Management -This service includes virus detection and eradication, logon administration and synchronization across servers, and support for required security classifications.	This should be handled by current MSEDCL CSP for non-Rise ERP environment. Please confirm.	Applicable for SAP RISE platform offered by bidder
41	Section 6, Clause 11.4.3	161	Min No. of Resources Required (Post ERP System Go-Live)	Total resource count is coming to 51. We assume following resources will not be required since the project is for S/4 HANA Migration & AMS and not ERP implementation project, 1) Distribution Sector Specialist 2) ICT Infrastructure Lead 3) Cloud services expert 4) Network Expert 5) Security Expert 6) Data Digitization Lead 7) Bid Management Expert	As per RFP. Bidder has to provide minimum number of resources for project implementation (before go-live and after go-live)

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42	Section 6, Clause 1 (1.4 b)	92	Some of the MSEDCL applications are on non-Rise Platform are also to be managed (including updates) by ERPSI. Such as HANA in-Memory database, BOBJ, BW for HANA, PO/PI, SYBASE ASE Database for billing system.	We request MSEDCL to clarify that non-RISE componenets are On-cloud OR On-Premises. If in case of Cloud, we assume that the subscription cost will be directly paid by the MSDCL to CSP. Please clarify.	Non-RISE ERP applications are on MSEDCL cloud (AWS).
43	Section 6, Clause 3.1 (sub clause 1 e)	95	Data Migration and Data Cleansing: It is the responsibility of ERPSI to cleanse the data and migrate from existing SAP Systems to new SAP S/4 HANA Systems. The ERPSI shall undertake the testing of the data conversion and migration software as part of system integration testing.	Data migration will be responsibility of ERPSI and not Data Cleansing. Hence we request MSEDCL for the deletion of data cleansing scope from ERPSI.	As per RFP
44	Section 6, Clause 3.1 (sub clause 12)	96	Some of the MSEDCL applications are on non-Rise Platform are also to be managed (including updates) by ERPSI. Such as HANA in-Memory database, BOBJ, BW for HANA, PO/PI, SYBASE ASE Database for billing system.	We assume the scope is limited to application support of SAP and cloud service will be managed by MSEDCL. Please confirm.	Yes. Cloud service for Non-RISE SAP applications will be managed by MSEDCL.
45	Annexure B – Technical Specifications	273	Annexure B – Technical Specifications	Annexure – B includes specification of hardware, network, firewall and other IT Infrastructure. The scope is RISE with SAP which is SaaS based solution. Hence these separate specifications for Cloud may not be relevant. Please relook at the same and do the needful.	Refer new RFP Annexure B is removed but the Bidder needs to confirm performance, network and security requirements required for the implementation. Compatible infrastructure serving appropriate system tier for specified usage tier should be provided by bidder for development, production, and testing environment as recommended by SAP.
46	3.9 Support for Audit and Compliance	108	3.9 Support for Audit and Compliance	Request you to please share the frequency of these audits and clarify who will bear cost of each such audits.	Refer the new RFP
47	3. Implementation, Migration, Customization, integration, testing and commissioning of: Clause No. 18	97	3. Implementation, Migration, Customization, integration, testing and commissioning of: Clause No. 18	We understand this 24*7 Support condition is applicable only in case of any critical issues.	As per RFP
48	14.1.2 ERP System Software (License Component)	179	14.1.2 ERP System Software (License Component)	According to the latest SBD guideline on page no. 14.1.2 and page no. 194, the payment terms for the System Software License Component is 85% on supply of the license and the remaining 15% on UAT. However, there seems typographical error in this RFP where the percentages are interchanged. Further this is RISE with SAP and hence the payment would be subscription based payable in advance every year to the OEM-SAP. Payment terms from MSEDCL needs to be on the same lines. i.e. paid annually in advance.	Refer the new RFP for new payment terms.
49	11.4.1.e : MSEDCL IT Team	160	11.4.1.e : MSEDCL IT Team	We understand that detailed CV of each resources, as per table given in clause 11.4, needs to be submitted by successful bidder on award of the work. The bidder has to submit detailed CVs of 8 Key resources only as per clause 12.1.2 "Human Resource / Manpower Proposed" of Technical Evaluation Criteria alongwith at this stage, please confirm.	As per RFP
50	Backup/ restore management The System Integrator should take backup as per the backup schedule defined by MSEDCL.	186	Backup/ restore management The System Integrator should take backup as per the backup schedule defined by MSEDCL.	Kindly provide the correct amount for penalty calculation	Refer the new RFP
51	Backup/ restore management MSEDCL would periodically ask (once a quarter on a random day) System Integrator to restore the backup data	186	Backup/ restore management MSEDCL would periodically ask (once a quarter on a random day) System Integrator to restore the backup data	Kindly provide the correct amount for penalty calculation	Refer the new RFP
52	30. Liability/ Indemnity – 11.1	316	30. Liability/Indemnity	The term "Third party" should be removed. "Negligence" should be change to "Gross negligence". Kindly consider.	As per RFP
53	11. Liability/ Indemnity – 11.1	316	30. Liability/Indemnity	Please remove the word "after contract period" from this clause.	As per RFP
54	24. Public Disclosure	325	24. Public Disclosure	We are public limited company and part of process and compliance, we require to do some statutory declarations and we may make some announcement like achievement of rollout, go-live etc. In this reference, we understand that these activities will not be consider as a noncompliance of this clause, please confirm.	As per RFP
55	Form 8: Format of Consortium Agreement to be entered amongst all Members of a Bidding Consortium	69	Form 8: Format of Consortium Agreement to be entered amongst all Members of a Bidding Consortium	RFP Clause: - "It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents." With reference to the above said clause and clause "11.6 Limitation of Liability" under Section 7. "Conditions of Contract" # Page no. 317. We understand that limitation of the liability of the bidder will not exceed the Contract Price, please confirm.	As per RFP
56	6.1.1.2. ERP System- OEM Audit	122	6.1.1.2. ERP System- OEM Audit	Based on last RFP no.: CGM-IT/RDSS/SAP AMS/22-23/006 Version-3, the cost of ERP system Audit up to 5 iterations shall be borne by SI including the cost to incorporate any post audit suggestions /recommendations. And cost of third-party audits will be borne by MSEDCL. SI will co-ordinate and help for execution of non-compliance points. Please confirm our understanding of the same. We request MSEDCL to kindly consider ERP system audit to be done by OEM/ other reputed audit firms who are authorised for SAP Audit. We understand that only OEM Audit (2 Audits Counts) and its cost is in the scope of SI. All others Audits and its cost will be in the scope of MSEDCL.	As per RFP 1. Please refer section 6.1.1.2 2. As per RFP
57	General	92	-	What is the DMS system is being used now and are we going to continue with the same DMS system?	Bidder has to provide SAP content server for DMS.

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58	6.1.1.3. IT /Cyber Security Audit	128	<p>6.1.1.3. IT /Cyber Security Audit</p> <p>A yearly audit of IT security and Cyber security practices by CERT-IN certified Third-party agency to assess and evaluate the implementation of security policy and vulnerability assessment. The report shall include the parameters as per the agreement with MSEDCL and rate the security implementation in three grades i.e., Satisfactory, Requires Improvement and Unsatisfactory. a. Security Audit shall include but not limited to vulnerability assessment, penetration testing, application security assessment, application assessment for entire infrastructure. b. Third party agency shall be responsible for implementation of information security controls and perform periodic assessment. c. It shall propose ways to enhance the protection of ERP System & supporting cloud/ IT Infrastructure. d. Secure Configuration Review: Third Party Agency shall review the security configuration of ERP System and provide the detailed report that include the recommendations for remedial actions</p>	We understand that VAPT and its cost is not in scope of SI. Similarly, cost with respect to system security will be borne by MSEDCL.	As per RFP, Audit is in the scope of ERPSI. Refer clause 6.1.1.3
59	General	92	General Query	We request department to confirm if any new Company Code is required to be created new SAP system?	As per RFP
60	General	92	General Query	We request the department to confirm What is the current Data Base Growth Size annually.	Bidder may visit MSEDCL office to get the required information.
61	Section 9 Application Maintenance Services Clause No. 12 Helpdesk	138	Section 9 Application Maintenance Services Clause No. 12 Helpdesk	We understand that Helpdesk support is applicable only for ERP/ Software not for network as network is not in the scope of this project. Kindly amend it accordingly.	<p>ERPSI has to set-up Network Connectivity of RISE platform with MSEDCL cloud.</p> <p>ERPSI to ensure connectivity from new cloud to MSEDCL offices using existing VPN services.</p>
62	General	92	<p>6.1.1.4. Business Continuity Plan (BCP)</p> <p>A yearly audit of Business Continuity Plan (BCP) to ensure the adequacy, completeness, and appropriateness of plan through various means including availability of technologies, processes, and people to implement the plan that all broadly covered under the umbrella of business continuity and disaster recovery. The audit of business continuity plan shall validate its major components and parameters as per agreement with MSEDCL shall rate the performance of BCP activities in three grades i.e., Satisfactory, Requires Improvement and Unsatisfactory.</p>	We understand that BCP is planned as a part of RISE with HANA. This is not supposed to be planned separately as DR setup.	As per RFP, DR setup is part of scope of work
63	C. Submission, Opening and Evaluation 18.10	52	C. Submission, Opening and Evaluation 18.10	Request to please give at least 4 weeks' time for bid submission from the date of publishing of corrigendum and response to pre-bid queries.	As per RFP
64	Form 5: Resume and Declaration	60	Form 5: Resume and Declaration	As clarified in pre-bid query response to the RFP no. : CGM(IT)/RDSS/SAP AMS/22-23/006 Query no. 88, we understand that Personal detail like (Phone number and other contact details like email id etc) of employee are optional.	As per RFP
65	Form 14: Table of Compliance	79	Form 14: Table of Compliance	As per format of this form, we understand that clause by clause compliance of PQR, TQR along with signed RFP as a part of technical bid will fulfil the requirement, please confirm.	Yes. As per RFP
66	I3. Implementation, Migration, Customization, Integration, Testing and Commissioning of :	96	I3. Implementation, Migration, Customization, Integration, Testing and Commissioning of :	Considering that MSEDCL has been using SAP ERP since very long and volume of users and tickets / issues, 1 months' time for KT is not enough. We suggest at least 2 months' time is provided for the Knowledge transfer.	As per RFP
67	28.MSEDCL's Right to Vary Quantities at the time of Award	45	28.MSEDCL's Right to Vary Quantities at the time of Award	Increase or decrease BoQ upto 30% is very high, we would request MSEDCL consider it reasonably upto 5% to 10%.	As per RFP
68	14.1.1 Mobilization Advance	179	14.1.1 Mobilization Advance	We would like to mention here that the successful bidder should require to pay a 5% Performance Bank Guarantee (PBG) as per the tender terms. Further, before the successful completion of the Project Initiation Phase to receive the 5% Mobilization advance, the bidder would have already deployed resources at the location and invested a substantial amount to deliver the project. Therefore, we request the MSEDCL to remove the requirement of the additional 5% PBG for Mobilization advance from the payment terms.	As per RFP
69	10. Termination (a) ERPSI Event of Default	310	10. Termination (a) ERPSI Event of Default	Given time period 14 working days are very less, we would request you to please provide at least 30 working days' time.	As per RFP
70	(c) Limitation of Liability	317	(c) Limitation of Liability	<p>RFP Clause: - "Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the ERPSI to indemnify the MSEDCL with respect to infringement of any Intellectual Property Rights."</p> <p>As per standard practice in all Government tenders, we would request you to please keep limitation of liability of the bidders up to the contract cost not unlimited, else this clause will adverse effect and restrict the competition from possible bidders.</p>	As per RFP
71	Form 8: Format of Consortium Agreement to be entered amongst all Members of a Bidding Consortium	67	Form 8: Format of Consortium Agreement to be entered amongst all Members of a Bidding Consortium	<p>RFP Clause: - "It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents."</p> <p>With reference to the above said clause and clause "11.6 Limitation of Liability" under Section 7. "Conditions of Contract" # Page no. 312, we understand that limitation of the liability of the bidder will not exceed the Contract Price, please confirm.</p>	As per RFP
72	(c) Limitation of Liability	317	(c) Limitation of Liability	<p>RFP Clause: - "Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the ERPSI to indemnify the MSEDCL with respect to infringement of any Intellectual Property Rights."</p> <p>As per standard practice in all Government tenders, we would request you to please keep limitation of liability of the bidders up to the contract cost not unlimited, else this clause will adverse effect and restrict the competition from possible bidders.</p>	As per RFP

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73	General	92	Section 6:-Clause no-3.1 Detailed Scope of work 8) Training (in batches) to 9400 end users on newly upgraded SAP S/4 HANA landscape. Section-6:- Clause no. 7. Training Requirements	We understand that Train the trainer methodology will be used for the project and SI will impart training to trainers. (Core Team members). Trainers will impart training to end users. Responsibilities of imparting training to end user does not lie with SI.	As per RFP, refer clause no 3.1
74	4. Data Digitization and Migration	92	4. Data Digitization and Migration	For Data Migration we would request you to provide below details to understand the project cost properly. oQuantum of data – no of rows oSize of existing data in GB / TB oLanguage and Font oDatabase in which it is stores / MS Office etc.	Bidder may visit MSEDCL office to get the required information.
75	Annexure E – Details of existing SAP ERP implementation in MSEDCL	288	Annexure E – Details of existing SAP ERP implementation in MSEDCL	We request you to please provide breakup of ticket count on the basis of category of complexity as: Simple, Medium, Complex on year wise to understand the analyse the problem.	Bidder may visit MSEDCL office to get the required information.
76	General	92	General Query	We request MSEDCL to share the number of Company Codes which are being used in the current SAP Configuration.	Bidder may visit MSEDCL office to get the required information.
77	General	92	General Query	We request the department to confirm How Many Plants are being used in the current SAP Configuration.	Bidder may visit MSEDCL office to get the required information.
78	General	92	General Query	We request the department to kindly share the latest EWA report of the SAP system.	Bidder may visit MSEDCL office to get the required information.
79	General	92	General Query	We request MSEDCL to share the no of current strength of Helpdesk resources.	Bidder may visit MSEDCL office to get the required information.
80	General	92	General Query	We request dept to share the details of current infra/ automation being used with Helpdesk for communication with users.	Bidder may visit MSEDCL office to get the required information.
81	3. Implementation, Migration, Customization, Integration, Testing and Commissioning of : Clause No. 17	96	3. Implementation, Migration, Customization, Integration, Testing and Commissioning of : Clause No. 17	Please provide the location of the existing DC/DR for MSEDCL's current system for understanding of the requirements and arriving on appropriate costing.	Bidder may visit MSEDCL office to get the required information. Currently, ERP system is hosted on AWS cloud.
82	General	92	General Query	We request MSEDCL to confirm if MSCDCL is using SOLMAN as its Ticketing tool and Charms is implemented on SOLMAN.	MSEDCL currently using SOLMAN. Charms to be implemented by ERPSI after Update to 7.2
83	Part G – Manpower Cost	1,30,160	Part G – Manpower Cost	It seems some typo error in RFP at multiple pages for number of resources count. Page no. 130 it is mentioned that “This Training would be required to be given to approximately XXX personnel for ERP System” Page no. 160 it is mentioned that “ The ERPSI shall deploy the minimum XX resources for Application Maintenance Services and Help Desk support at the centralized help desk of MSEDCL” Kindly provide number of resources to understand the scope and calculating the appropriate costing	Refer the new RFP
84	7. Training Requirements	130	7. Training Requirements	Please share the details of training locations. Are trainings to be planned centrally, at district HQ or at sub-division offices? Of SI can plan this as per the strategy proposed?	Training will be a part of project planning
85	General	92	Section 6:-Clause no-3.1 Detailed Scope of work	We understand that UAT will be done by MSCDCL wherever it is required in the implementation cycle.	Yes UAT will be done.
86	12 Helpdesk	141	General Query	Need clarity on the exact requirement. 1. Is this additional team other than AMS. 2. Location of the team. 3. Is MSEDCL going to provide the required infrastructure for this help desk team 4. Is MSEDCL expecting new Ticketing Application? If yes please share the expectation for the same.	1. For AMS, helpdesk has to be set up by ERPSI as per scope of work. 2. Corporate Office MSEDCL 3. Seating arrangement and connectivity for proposed team will be provided by MSEDCL. IT infrastructure required will be in bidder scope. 4. No. Bidder has to use existing solution manager for ticketing application.
87		153	11.2 Project Timelines Application Maintenance Services 55. ERP System – Application Maintenance Services : T+24	The milestone (T+24) after stabilizatin support (i.e T+15) - is getting interpreted as : AMS for 9 months only post Stabilization support. Requesting to please clarify the Total Duration of “ERP System – Application Maintenance Services”.	Total AMS is for T+24 Months, out of which first 12 months AMS will be for existing ECC platform till go-live of S/4 HANA. Further AMS for S/4 HANA for next 12 months starts from Go-Live (T+12 onwards) and it includes stabilization of 3 months.
88	Annexure-D Conference Room Pilot	280	-	We assume this is only for TRM and Cash Mgmt Module; Please clarify	Applicable for all modules
89	11 Project Management - Milestones Timelines need to reworked	150	11. Project Management	Milestones Timelines for Project Initiation, Infra and BBP is mentioned as T+1. Please review and make changes as there is sufficient time required for next milestones after project initiation phase.	As per RFP
90	12.5 Pilot Go Live	171	12.5 Pilot Go-Live 1. After the ERP System is customized and developed in line to the requirements of the MSEDCL and all the system audits and tests are successfully cleared, a Conference Room Pilot is conducted to ensure the proper operation of the implemented ERP system before an organization-wide rollout. 2. Once the Conference Room Pilot is successfully completed, the ERP system is issued the Pilot Go-Live.	In migration project there is no Pilot Go Live. Multiple migration runs are taken in line with SAP recommended methodology and testing at various phases to ensure that Final Run is seamless. We propose final Go Live in place of Pilot Go Live	As per RFP
91	Annexure-A Functional Specification	191-263	-	Generally in SAP migration project there is no FRS compliance as the existing ECC business processes will be migrated to S/4 HANA. We propose to remove this FRS compliance part excluding for TRM and Cash Mgmt.	As per RFP. FRS compliance is applicable for all modules
92	20K) In the new ERP, as per industry standard practice, for any scanned documents created by user, images shall be stored outside the ERP database in a different file server as a part of document management system and only the document link shall be available in the ERP database.	95	-	Need clarity on the requirement as DMS is not part of scope as per RFP.	Bidder has to provide SAP content server for DMS.
93	13 Vendor Management Services	143	13) Vendor Management Services As part of this activity the ERPSI's team will: a) Manage the vendors for escalations on support. b) Logging calls and co-ordination with vendors. c) Vendor SLA tracking. d) Maintain database of the various vendors with details like contact person, Telephone Nos., response time and resolution time commitments. Log calls with vendors Coordinate and follow up with the vendors and get the necessary updates/supports/spares exchanged.	Need clarity on the exact requirement	Clause no. 13 (Vendor Management Services) is not applicable Refer the new RFP

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
94	Section-6- Caluse no. 4	114	Section-6- Caluse no. 4:- h) The ERPSI shall develop data entry programs / applications that may be required for data migration in order to capture data available with / obtained by MSEDCL in non – electronic format.	4.4 The ERPSI shall develop data entry programs / applications that may be required for data migration in order to capture data available with / obtained by MSEDCL in non – electronic format.	Data will be provided in electronic format if required
95	5. ERP System Integration	116	5 Any adapters, licenses, tools, scripts etc. required for integration with the existing and upcoming IT solutions of MSEDCL will need to be arranged by the Bidder	We assume that MSEDCL is expecting the SAP middleware tool PO to take care of existing integrations. Generally integrations are done between live systems. Hence upcoming IT solutions need to be live before start of realization phase and the functional requirement is shared with SI during the Business Bluepringing phase. Please clarify	Existing and upcoming IT systems will be integrated using SAP middleware tool PO.
96	14.1.3 Hardware Payment -	177	14.1.3 ERP System Hardware (ERP System Implementation Phase Cost – Part B)	Not applicable in Rise with SAP Please delete the section	Hardware required for networking scope Refer the new RFP
97		176 84	14.1.2 ERP System Software (License Component) Annual SaaS Based COTS ERP & (After Go-Live) - Payment Terms	We understand that as per page no. 176, the payment terms mentioned for License component is for "SaaS Based COTS ERP" and tis terms are only for the licenses supplied in the first year, and payment terms mentioned on page no 84 for rest of the 4 years; Please clarify	Refer the new RFP
98		153	11.2 Project Timelines Note: The Project timelines and schedule mentioned above is indicative and will be finalized based on discussion and agreement between MSEDCL and the successful Bidder (ERPSI).	We request that the "Project Timelines" should be fixed and no such riders should be made available in the RFP to the bidder's. WE request to firm-up the project milestone so that all the Bidder's have common milestone to derive their commercials	Refer the new RFP
99		92	3.1 Applications to be retained on existing cloud.	we assume that you are only expecting the support to this existing applications. Infra, licenses and ATS will be taken care by MSEDCL, Please clarify	Refer the new RFP
100	12.6 System Rollout	171	12.6 System Rollout 1. After the ERP System is customized and developed in line to the requirements of the MSEDCL, it should be deployed at the Cloud based (if applicable) Data Center and Disaster Recovery Center. 2. The ERP system should be rolled out at all locations with after required customization, development and after the successful completion of and User Acceptance Testing (UAT), which is defined by the ERPSI.	There is no rollout in Migration Projects. All users will be able to access the final converted system in one go. Please amend accordingly	Refer the new RFP
101		92	2 Detail as is study and designing ERP system	We assume this is only for TRM and Cash Mgmt Module, Please clarify.	The As-is study is applicable for all existing modules and new modules (TRM and Cash Management)
102	7. b. End User Training	127	7 The ERPSI will provide training to all end users of ERP Systems. The End Users/Business Users team will comprise of members carrying out day to day operation and task at MSEDCL for ERP System. Each member of End User/Business user group would be trained in the relevant function / module. This Training would be required to be given to approximately XXX personnel for ERP System.	There is no major change in the transactions which are currently executed by end users. Generally training manuals and videos are sufficient for users considering users are already using SAP systems. Hence proposing change in this expectation.	This Training would be required to be given to approximately 9,400 personnel for SAP S/4 HANA. Refer the section 3.1 Detailed Scope of work (point 8)
103		89-91	1.4 Non rise Applications - SAP PI NW to be maintained on existing cloud and in other section you have asked for upgradation of PI to PO on Hana. (Point g)	We assume that MSEDCL is expecting the compatible version of SAP PO with SAP HANA and there is no condition to retain the existing PI solution; Please clarify	Understanding is correct.
104		153	11.2 Project Timelines ERP System – Roll Out at All Locations	Since migration happens only at the location wherein central data centres are placed-in; We undersand that this roll out does not mean our traditional way of Roll-out of ERP system at all locations. The roll-out herein specifically mean that the users at locations should get conversant with the new system; please clarify	Understanding is correct. The Roll-Out will happen centrally, however training to be imparted to all end users in batches at MSEDCL training locations.
105		114	4.3 Perform validation of digitized/scanned records	Generally in SAP migration projects the existing data in the system will be converted. Even in implementation project customer provides the data in digital format. Customer takes up this exercise before starting any implementation. We assume that this is only migration of existing system data and uploading of digitized data for TRM and Cash Mgmt Module, Please clarify	Yes
106	Section 2, Clause No. Eligibility and Qualification requirements		CREDENTIALS AND EXPERIENCE	We request to add the following clause in the RFP so that MSEDCL will have quality participations: Technical Eligibility: The bidder must be an Indian SAP partner having S4HANA Consulting experience in Utility industry. The bidder should have competency level 7 and above, as listed on the SAP website (SAP Partner Finder hana.ondemand.com), as on bid submission date. https://pf-prod-sapit-partner-prod.cfapps.eu10.hana.ondemand.com/ MSEDCL will verify the competency level based on the information available on the above-mentioned website, and this will be taken into consideration for evaluation.	Refer the new RFP
107	Business Intelligence (BI), Business Objects (BO, BODS) ver. 4.2 SP 12, BW 4.0	290		What applications are connected to these systems apart from SAP ECC?	SAP and Non-SAP applications (Billing, CRM, MDAS etc.). Bidder may visit MSEDCL office for more details.
108	Is MSEDCL going on full Fiori or GUI?	1		Is MSEDCL going on full Fiori or GUI?	MSEDCL going on Full Fiori
109	Upgrade of PI	290		what version of PI in use? Is it dual stack system?	PI Version - 7.4. MSEDCL is using ABAP stack.
110	Upgradation of existing 1 TB HANA appliance (Base edition) to 2 TB HANA appliance.	1		is it OS migration or upgrade or the SAP HANA version upgrade? Is it a single system or three system landscape?	Upgrade from 1TB to 2 TB HANA base edition, it is a single system landscape.
111	Version of BW and Database	95		is it BW upgrade or conversion to BW/4HANA?	Conversion to BW/4HANA
112	Data cleansing and data migration/Data Mapping and Cleaning	95/1 17		Its not applicable for SAP ECC to S4 HANA Rise technical conversion. All data in ECC will be converted to S4 HANA Rise. Is archiving required in SAP ECC	If required, bidder needs to undertake data cleansing and data migration/Data Mapping and Cleaning Archiving in SAP ECC - No

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
113	All features of Solman	95		What features are currently enabled in current landscape?	Ticketing solution
114	ERPSI to follow industry standard best practices for backing up (archiving), purging and restoring current ERP data / future new ERP after discussion with MSEDCL.	97		Scope of archiving, purging and restoring is not very clear	Bidder to follow industry standard best practices for backing up (archiving), purging and restoring current ERP data / future new ERP after discussion with MSEDCL.
115	Detailed As-is study and Designing ERP systems:	95		Point 3 and 4 will not be applicable for conversion or upgradation requirements.	As per RFP
116	Commission of DC & DR Environment	175		Do we have DR and BCP for existing landscape?	No
117	Annexure E – Details of existing SAP ERP implementation in MSEDCL	288		Is 24/7 support required even for P3 and P4 Incidents?	Yes
118	Annexure E – Details of existing SAP ERP implementation in MSEDCL	288		Is there remote access for the AMS team?	Yes
119	Annexure E – Details of existing SAP ERP implementation in MSEDCL	288		What is the change request process in existing AMS?	Bidder may visit MSEDCL office to get the required information.
120	Annexure E – Details of existing SAP ERP implementation in MSEDCL	288		Please share the S/4HANA Readiness Report? Any 3rd Party Add-ons installed on the system? Please share the EWA report for ECC system? Concurrent users in ECC? Please share the latest S/4HANA Sizing Report for ECC?	Bidder may visit MSEDCL office to get the required information.
121	Document Management System	270		Current DMS size and the growth rate observed in a month.?	Current DMS size is 30 GB
122	Under Technical Evaluation criteria Point no 4.1a 1 SAP S/4 HANA project in Power sector – 8 Marks • 2 SAP S/4 HANA project in Power sector – 10 Marks	22	CREDENTIALS AND EXPERIENCE	Request you to please consider 1 SAP S/4 HANA or SAP ECC project in Power sector – 8 Marks • 2 SAP S/4 HANA or SAP ECC project in Power sector – 10 Marks	As per RFP
123		273	Annexure B – Technical Specifications	Since MSEDCL is opting for RISE with S4 HANA Solutions the compliance for Annexure B is not applicable. We request to department to confirm their same.	Refer new RFP. Annexure B is removed but the Bidder needs to confirm performance, network and security requirements required for the implementation. Compatible infrastructure serving appropriate system tier for specified usage tier should be provided by bidder for development, production, and testing environment as recommended by SAP.
124	Usage Reporting Management	108 of 338	1. Business Continuity Services (Disaster Recovery) a) Provide business continuity services from secondary site with 100% capacity in case the primary site becomes unavailable. The Secondary site should be in Hot Standby Mode. b) Its ERPSI responsibility, in the event of a disaster at DC (primary) site, activation of services from the DR site (or from different physical locations) with RPO< 15 Minutes and RTO <= 1 Hour. In case of DR Solution having Active-Active arrangement or Multisite site solution then applicable RPO and RTO shall be <= 15 Minutes)	We understand that Disaster Recovery(DR) is not in scope. So all DR related clauses are not applicable. We request department to confirm	As per RFP. DR is in scope of Bidder. Bidder should provide SAP S4 HANA on RISE along with DR. Bidder needs to adhere on the specifications of DR in coordination with OEM.
125	Form 2: Format for Financial Breakup of Cost Components	90 of 338	Part H • ERP System - Annual Technical Support (ATS) Cost (for 5 years)	We understand that MSEDCL required ATS for 5 Years and AMS (12 Month implementation+ 3Months stabilization and Balance month till 24 Months) for 1 year after go-live. We request department to increase AMS for 4 Years or decrease ATS for 2 years, for ensuring proper services are provided to MSEDCL. We request department to confirm the same.	As per RFP
126	Project Implementation Methodology	173 of 338	12.4.4 Load and Stress Testing Load, scalability, and stress testing would be conducted prior to commissioning& Go-Live once the System integration testing of the configured and customized solution has been conducted successfully. The ERPSI should use suitable simulation tools in accordance with the agreed test procedures keeping in view MSEDCL's projected future load of transactional users as proposed by ERPSI and agreed by MSEDCL. After successful testing and its clearance with MSEDCL, the solution would then be considered as ready for commissioning.	We understand that since bidder is providing SaaS solution, Load and Stress Testing is not part of current scope. We request department to confirm.	As per RFP
127		108	3.7 Monitoring Performance and Service Levels	Request you to provide the following details i. Application and hardware monitoring tool for Rise as well as non-rise components will be provided by OEM/CSP ii. The scope of SI is limited to collating all the information and prepare the SLA report etc. for the management reporting. iii. SI will not be required to procure any Helpdesk/Infrastructure management/monitoring tool.	As per RFP ERPSI in coordination with SAP (OEM/CSP) has to fulfill the monitoring performance and service levels.
128		144	12) Help Desk	Request you to validate the following details i. Please provide the details of the Helpdesk management tool and helpdesk infrastructure ii. SI will use the same tool and infrastructure for the implementation and support activities iii. SI is not required to supply additional material/software for the helpdesk management.	As per RFP. MSEDCL is using SOLMAN for ticket manager
129	Payment Terms	182 of 338	As per "Form 2: Format for Financial Breakup of Cost Components - Part G - Manpower Cost Estimate (Page 86)", price for "Change Request/ Change Order for new enhancement to Software Applications", to be provided.	Since Total estimated person days are not specified (Except "ERP Module - Functional Leads" and "Lead Programmer"). Each bidder will specify non standard efforts, which will lead to price. We request department to provide a) Standard efforts for price estimation. b) Payment for Change request on monthly basis.	As per RFP. Efforts will be calculated as per the change request requirements. Refer RFP section 7 condition of contract.
130		96	3.1 Detailed Scope of work	We are assuming that i. For centralized helpdesk, 24/7/365 operator will be available ii. The functional support is only required during the office hours(Except high priority ticket) iii. For functional and technical support, resource should only be available during the office hours iv. Support can be provided on mixed model(On-site/off-shore)	As per RFP
131		100	3.2.2.1 Phase 1	We are assuming that AS-IS and to-be document are available for all the modules(FICO,MM,PS etc.) with MSEDCL and scope of bidder is limited to validating the document(Except the new modules treasury and cash management).	ERPSI to prepare As-is and To-Be document for all modules. MSEDCL will share available documents.
132		1	Tender details	We are assuming that custom application developed on the SAP ERP system will be maintained by the bidder. All the non-SAP application/custom solution will be managed by MSEDCL/MSEDCL nominated agency	As per RFP Interfaces of SAP on RISE and non RISE modules with non SAP modules at MSEDCL will be managed by ERPSI
133		95	3.1 Detailed Scope of work	We are assuming that custom application developed on the SAP ERP system will be maintained by the bidder. All the non-SAP application/custom solution will be managed by MSEDCL/MSEDCL nominated agency	As per RFP Interfaces of SAP on RISE and non RISE modules with non SAP modules at MSEDCL will be managed by ERPSI

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
134		1	Tender details	We are assuming that MSEDCL will provide the cloud for the non-Rise component.	Assumption is correct
135		113	3.15.2 Business Continuity Plan & Backup Services	We are assuming that scope of SI for the backup/restoration is limited to coordination with the CSP and ensure that they are in line with the scope of the CSP/OEM. Kindly validate.	As per RFP
136		112	3.15.1 Managed Services	We are assuming that scope of SI is limited to collating the SLA reports from the CSP for SLA compliance etc. Please validate	As per RFP
137		131	7. Training Requirements	We are assuming that the module wise training document is available with MSEDCL and the scope of SI is limited to make the relevant modification (change required due to HANA migration). Kindly validate.	ERPSI has to prepare training document for all the SAP modules.
138		107	3.6 Security	We are assuming the CSP(Rise with SAP and the non-Rise components) will provide the infrastructure and security service. The scope of the SI is limited to monitoring of the ERP infrastructure (Hardware, Network, Security etc.). Please validate	As per RFP. Non RISE SAP infrastructure will be provided by MSEDCL.
139	ERP System Hardware (ERP System Implementation Phase Cost - Part B) 10. (a) ERP System Implementation Services (for TRM and CashManagement Module)	180 of 338	ERP System Implementation Services, Upgradation & Migration to S/4 HANA (ERP System Implementation Phase Cost) 1)Business Blue Printing - 20% of the cost of implementation phase 2)UAT & Customization • 30% of the cost of implementation phase 3)Data Migration • 30% of the cost of implementation phase 4)Golive & Rollout - 10% of the total cost of implementation phase 5)Stabilization - Balance 10% of the total cost of implementation phase	1)Business Blue Printing - 20% 30 % of the cost of implementation phase 2)Customization & Configuration - all% 20% of the cost of implementation phase 3)User Acceptance Testing - 20% of the cost of implementation phase 4)Data Migration and Go-Live -15% of the cost of implementation phase 5)Rollout - 4-0%5 %of the total cost of implementation phase 6)Stabilization - Balance -0% 5% of the total cost of implementation phase	As per RFP
140	ERP System Hardware (ERP System Implementation Phase Cost - Part B) 11. (b) ERP System Upgradation to S/4 HANA	180 of 338	ERP System Implementation Services, Upgradation & Migration to S/4 HANA (ERP System Implementation Phase Cost) 1)Business Blue Printing - 20% of the cost of implementation phase 2)UAT & Customization - 30% of the cost of implementation phase 3)Data Migration - 30% of the cost of implementation phase 4)Golive & Rollout - 10% of the total cost of Implementation phase 5)Stabilization - Balance 10% of the total cost of implementation phase	1) Business Blue Printing - 20% 30% of the cost of implementation phase 2)Customization & Configuration - 30% 20% of the cost of implementation phase 3)User Acceptance Testi ng - 20% of the cost of Implementati on phase 4)Data Migration and Go-Live - 0% 1 5% of the cost of implementation phase 5)Rollout - 10%--5%of the total cost of implementation phase 6)Stabilization - Balance 4-0% 5% of the total cost of implementation phase	As per RFP
141	Mobilization Advance	179 of 338	5% of the ERP System Implementation Cost quoted for ERP Project against a BG of 105% of equivalent value. (ERP System Implementation Phase cost)	5% of the quoted for ERP Project, on mobilization of team and project kick-off	As per RFP
142	Technical Evaluation Criteria Sr. No.2 Human Resource/ Manpower Proposed	Sr No.2.2 Page No.	Associate Project Manager (Project Coordinator) Worked as a Project Manager for Projects of System Integration Of value more than INR 20 Cr with Central / State Govt.I Private Organizations in Power Sector: • More than 2 Projects: 3 Marks. • 2 Projects: 2 Marks. • 1 Project: 1 Mark Total Years of Experience: • >= 10 Years: 2 Marks. • >=5 years and < 10 years: 1 Mark	Associate Project Manager (Project Coordinator) Worked as a Project Manager for Projects of System Integration Of value more than INR 15 Cr with Central / State Govt./Private Organizations: • More than 2 Projects: 3 Marks. • 2 Projects: 2 Marks. • 1 Project: 1 Mark Total Years of Experience: • >= 10 Years: 2 Marks. • >=5 years and < 10 years: 1 Mark	As per RFP
143	Qualifying Requirement - General	Sr No.1.3 Page No.16 of 338	Bidder should be authorized system integrator/implementation partner of SAP ERP Product for sale, support, and services of the offered ERP OEM Product. In case of Consortium, either ERPSI Lead/ERPSI-2nd may met the requirement.	Bidder should be authorized system integrator/implementation partner of SAP ERP Product for sale, support, and services of the offered ERP OEM Product. In case of Consortium, either ERPSI Lead/ ERPSI _2nd and ERPSI_3rd may met the requirement.	As per RFP
144	Calculation for Availability Service Levels	190 of 338	Support Category : Maximum Response time : Resolution time Critical : 15 Minutes: 60 Minutes High: 1 Hour : 4 Hours Medium : 2 Hour: 8 Hours Low: 8 Hours: 24 Hours	Critical : 4 Hours : 4 Hours High : 8 Hours (1 Working day) Medium : 8 Hour (1 working day) : 16 Hours (2 Working days) Low : 16 Hour (2 working day): As per agreed timeline	As per RFP
145	ERP System Software (License Component)	179 of 338	P Clause: 1Supply of Licenses -15% of cost of software 2.UAT Completion - 85% of cost of software	EULA Signing 50% of cost of the software 2Supply of Licenses --45 % of cost of software During Maintenance phase - 95% of yearly license fees on monthly basis with equal payment.	As per RFP
146	Qualifying Requirement - General	Sr No.2.1 Page No. 17 of 338	Minimum Average Annual Turnover (MAAT) for best three years out of last five financial years (FY18-19, 19-20, 20-21, 21-22, and 22-23) of the bidder should not be less than INR 35.18 Crores.In case of a consortium, ERPSI-Lead and ERPSI-2nd combined should meet this requirement of turnover, with ERPSI-Lead meeting minimum 51% i.e. INR17.94 Crore, the 2nd Member meet at least 26% i.e. INR 9.14 Crore of the MAAT	Minimum Average Annual Turnover (MAAT) for best three years out of last five financial years (FY18-19, 19-20, 20-21, 21-22, and 22-23) of the bidder should not be less than INR 35.18 Crores. In case of a consortium,the requirement may met jointly by all consortium members,	As per RFP
147	Qualifying Requirement - General	Sr No.2.2 Page No. 17 of 338	Net Worth for the each of the last three Financial Years should be positive. In case of a consortium, both the ERPSI-Lead and ERPSI-2nd should have positive net worth in each of the last three audited financial years. (FY 2020-21, 2021-22, 2022-23) MSEDCL should add the specific years to avoid ambiguity, depending on when It chooses to float the RFP	Net Worth for the each of the last three Financial Years should be positive. In case of a consortium, All consortium members should have positive net worth in each of the last three audited financial years. [FY 2020-21, 2021-22, 2022-23] MSEDCL should add the specific years to avoid ambiguity, depending on when It chooses to float the RFP	As per RFP
148	Payment Terms	179 of 338	As per "Form 2: Format for Financial Breakup of Cost Components • Part E • ERP System Audit (Page 86", price for ERP System Audit to be provided.	Payment milestone for the same required to specify. We request department to provide 95% payment after every Iteration.	As per RFP
149	12.1 Technical Evaluation Criteria Sr. No.2 Human Resource/ Manpower Proposed	Sr No.2.1 Page No. 19 of 338	Project Manager (Project In-charge) Should have worked as a Project Manager for Large Projects of System Integration Of value more than INR 20 Cr with Central / State Govt.I Private Organizations in Power Sector: • More than 2 projects= 3 Marks • 2 projects= 2 Mark • 1 Project= 1 Mark	Project Manager (Project In-charge) Should have worked as a Project Manager for Large Projects of System Integration Of value more than INR 15 Cr with Central / State Govt./Private Organizations • More than 2 projects= 3 Marks • 2 projects= 2 Mark • 1 Project= 1Mark	As per RFP

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
150	12.1 Technical Evaluation Criteria Sr. No.1.1 Technical Presentation	Sr No.1.1 Page No. ,19 of 338	Supporting Documents Presentation delivered by the Project Manager and Assistant Project Managers who are proposed to be deployed on full time basis at client locations until GO Live and should depict Bidder's understanding of the business /functional requirements of the MSEDCL, the proposed solution and implementation approach.	Supporting Documents Presentation delivered by the bidder should depict Bidder's understanding of the business /functional requirements of the MSEDCL, the proposed solution and implementation approach.	Refer new RFP
151	Qualifying Requirement - General	Sr No.1.5 Page No. 17 of 338	The bidder must have at least more than 250 full time resources. Additionally, bidder must have at least 2 OEM certified resources of each proposed module of SAP ERP S4 HANA In case of a consortium, the requirement may be met jointly by ERPSI-Lead and the ERPSI-2nd	The bidder must have at least more than 250 full time resources. Additionally, bidder must have at least 2 OEM certified resources of each of following proposed core modules of SAP ERP S4 HANA: FICO, MM, PS,PM,HCM In case of a consortium, the requirement may be met jointly by all members of consortium	Refer new RFP
152	Technical Evaluation Criteria Sr. No.4 ERP Implementation Experience	Sr No. 4.1 Page No. 21 of 338	The bidder should have successfully implemented at least two ERP Projects of the offered ERPOEM product in India in last 10 (ten) years with at least 250 ERP Licenses in each project. Further, in both projects mentioned above , At least 3 modules out of following functions / modules of the offered ERPOEM Product must have been implemented- o Finance and Accounting o Purchasing/Contract Management o Inventory Management o Governance, Risk and Compliance (GRC) o Human Resource Management, Payroll & ESS o Business Intelligence Reporting Total number of ERP projects completed/operational': , 2 SAP S4 HANA projects (at least 1 completed project) - 12 Marks , 3 SAPS4 HANA projects- (at least 2 completed projects) - 16 Marks , >=4 SAPS4 HANA projects (at least 3 completed projects) - 20 Marks	The bidder should have successfully implemented at least two ERP Projects of the offered ERP OEM product in India in last 10 (ten) years with at least 250 ERP licenses in each project. Further, in both projects mentioned above , At least 3 modules out of following functions / modules of the offered ERP OEM Product must have been implemented- o Finance and Accounting o Purchasing/Contract Management o Inventory Management o Project System o Plant Maintenance o Human Resource Management Total number of ERP projects completed/operational': , 2 SAPS4 HANA projects (at least 1 completed project) - 12 Marks , 3 SAPS4 HANA projects- (at least 2 completed projects) - 16 Marks , >=4 SAPS4 HANA projects (at least 3 completed projects) - 20 Marks	Refer new RFP
153	Qualifying Requirement - Credentials and Experience	Sr No. 3.2 Page No. 15 of 338	The bidder should have successfully implemented 2 (two) SAP ERP S/4 HANA projects in India in last 10 years. Out of two (2) eligible ERP projects one must have been implemented in Central/State PSU or Govt. Organization. (In case of a consortium, this requirement needs to be met by either of the Member) Further, in both projects mentioned above • The offered ERP OEM Product shall have cumulatively 250 transactional user-base in two eligible ERP projects • At least 3 modules out of following functions / modules of the offered ERP OEM Product must have been implemented o Finance and Accounting (FICO) o Cash Management Module o Human Resource Management, Payroll and ESS o Project Systems (PS) o Plant Maintenance (PM) o Material Management (MM) o Treasury and Risk Management (TRM) o Business Intelligence Reporting Out of the two (2) implemented projects, at least one (1) should be successfully completed (Go-live achieved followed by completion of at least one year AMS) and second (2nd) project must have achieved Go-live status	The bidder should have successfully implemented 2 (two) SAP ERP S/4 HANA projects in India in last 10 years. Out of two (2) eligible ERP projects one must have been implemented in Central/State PSU or Govt. Organization.(In case of a consortium, this requirement needs to be met by either of the Member) Further, in both projects mentioned above • The offered ERP OEM Product shall have cumulatively 2W 100 transactional user-base in two eligible ERP projects • At least 3 modules out of following functions / modules of the offered ERP OEM Product must have been implemented o Finance and Accounting (FICO) o Cash Management Module o Human Resource Management o Project Systems (PS) o Plant Maintenance (PM) o Material Management (MM) o Treasury and Risk Management (TRM) o Business Intelligence Reporting Out of the two (2) Implemented projects, at least one (1) should be successfully completed (Go-live achieved followed by completion of at least one year AMS) and second (2nd) project must have achieved Go-live status.	Refer new RFP
154	Qualifying Requirement - General	Sr No.1.4 Page No. 17of 338	The ERPSI-Lead and ERPSI-2nd should not be blacklisted or debarred by any govt. organization or public sector organisation as on the date of submission of bid.	The ERPSI lead, ERPSI -2nd and ERPSI- 3rd should not be blacklisted or debarred by any govt. organization or public sector organisation as on the date of submission of bid.	As per RFP
155	Qualifying Requirement - General	Sr No.1.2 Page No. 16 of 338	The ERPSI-Lead should have at least CMM/CMMI level 5 valid certification. In case of a consortium, this requirement needs to be met either by the ERPSI-Lead or ERPSI-2nd Member and 2nd Member must be ISO/IEC-9001: 2008/2015 or above certified.	The ERPSI-Lead should have at least CMM/CMMI level 5 valid certification. In case of a consortium, this requirement needs to be met any of the Consortium Member. However the other two members should be ISO/I EC-9001: 2008/2015 or above certified.	As per RFP
156	Payment Terms	179 of 338	As per "Clause 1.4 Brief scope of work - i) Application Maintenance Services (AMS) towards Support, Maintenance & Enhancement of all MSEDCL till declaration of go-live of SAP S/4 HANA. (Page 94 of 338) ", department requires support during implementation phase.	The payment milestone along with financial bid is required to be specify. We request department to provide monthly payment for AMS provided during the implementation phase.	As per RFP
157	Qualifying Requirement - General	Sr No.1.1 Page No. 16 of 338	The Sole Bidder should be a company registered under the provisions of the Indian Companies Act, 1956 / 2013 or a partnership firm under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008.In case of consortium m, the consortium members should be a company r registered under the provisions of the Indian Companies Act, 1956 / 2013 or a partnership firm under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008.	The Sole Bidder should be a company registered under the provisions of the Indian Companies Act, 1956 / 2013 or a partnership firm under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008. In case of consortium, the consortium members should be a company registered under the provisions of the Indian Companies Act, 1956 / 2013 or a partnership firm under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008. Maximum of Three members (Lead Member +2 Consortium Member)	As per RFP
158	Payment Terms	179 of 338	As per "Form 2: Format for Financial Breakup of Cost Components- Part F: Training Cost (Page 86)", price for ERP System - Training & Change Management , to be provided.	We request department to provide payment as specified below. 95% payment after training completion .	As per RFP
159	Payment Terms	181 of 338	14.2 ERP System Operation & Maintenance Phase Cost (After Successful Go-Live of ERP System) Application Maintenance Services (AMS)- Quarterly payments at the end of each quarter".	We request department to provide payment of "Application Maintenance Services (AMS)" on monthly basis during support phase.	As per RFP
160	Technical Evaluation Criteria Sr. No.4 ERP Implementation Experience	Sr No. 4.1a Page No. 21 of 338	RFP Clause:- , 1 SAP SI 4 HANA project in Power sector - 8 Marks , 2 SAP SI 4 HANA project in Power sector - 10 Marks	We requested to create Independent criteria for experience In Power Sector as mentioned below. The bidder should have experience of Implementation of SAP S/4 HANA project In Power Sector • 1 SAP S/4 HANA project In Power sector - 8 Marks , 2 SAP S/4 HANA project In Power sector - 10 Marks	Refer New RFP

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
161	Brief scope of work	106 Of 338	3.5 Network Management (Not Applicable)	We understand that connectivity between new cloud and MSEDCL offices will be provided by MSEDCL. We request department to confirm the same.	As per RFP Connectivity between new cloud (RISE) and MSEDCL existing cloud will be responsibility of ERPSI. MSEDCL has VPN services on MSEDCL cloud. ERPSI to ensure connectivity from new cloud to MSEDCL offices using existing VPN services.
162	Brief scope of work	95 Of 338	3. Implementation, Migration, Customization, Integration, Testing and Commissioning of : 7) Secured network services for cloud connectivity between existing MSEDCL cloud and upcoming SAP cloud .	We understand that Secured network services for cloud connectivity between existing MSEDCL cloud and upcoming SAP cloud needs to be provided by bidder. Since MSEDCL already have these services for their existing cloud and MSEDCL offices. Also We understand that connectivity between new cloud and MSEDCL offices will be provided by MSEDCL. We request that network connectivity scope between "Existing MSEDCL cloud and upcoming SAP cloud" should be considered by MSEDCL. We request department to confirm the same.	As per RFP Connectivity between new cloud (RISE) and MSEDCL cloud will be responsibility of ERPSI. MSEDCL has VPN services on MSEDCL cloud. ERPSI to ensure connectivity from new cloud to MSEDCL offices using existing VPN services.
163	Annexure B: Technical Specifications	278 of 338	There are specifications for 1) WallMount Rack Specifications 2) Remote Location Router 3) Layer 3 Core Switch 4) Link Load Balancers 5) Remote location Layer 3 Switch (24/48 port)	We understand that bidder need to provide "SaaS product", not "Infrastructure As A Service - IaaS". above requirement is of "IaaS". We understand that above RFP requirement is not part of current scope. We request department to confirm.	As per RFP Connectivity between new cloud (RISE) and MSEDCL cloud will be responsibility of ERPSI. MSEDCL has VPN services on MSEDCL cloud. ERPSI to ensure connectivity from new cloud to MSEDCL offices using existing VPN services.
164		96	3.1 Detailed Scope of work	Request you to provide the details of the details of the billing system a) Is it SAP or non-SAP system b) In case it is non-SAP system who will maintain the system ? c) Is the billing system integrated with SAP system? d) If Yes, what are the integration points	Bidder may visit MSEDCL office to get the required information.
165		97	3.1 Detailed Scope of work	Request you to provide the details of the external DMS system where data will be stored.	Bidder may visit MSEDCL office to get the required information.
166	a) Responsibilities of the MSEDCL	167 of 338	Responsibilities of the MSEDCL	We request department to provide details of following. 1)Existing issues per modules per months. 2)Early Watch Report. 3)Operating systems with versions. 4)Production Database size for each application. 5)Nos of ABAP objects developed & used. 6)Backup policy	Refer RFP. Bidder may visit MSEDCL office to get the required information.
167		319	Section 7. Conditions of Contract 13.15. (a) Change Request/ Change Order for New/Enhancements to Software Applications	13.1.5 The following categories of Change Requests shall not be treated as "New Requirements" and the ERPSI is expected to deliver these Change Requests as per agreed schedule without any commercial implications. All bug fixes All upgrades of the licensed platforms Changes made to report templates, less than 3 man days New reports not exceeding [x] numbers less than 3 man days Integration with national level systems like NAMS etc, less than 3 man days Minor changes not-requiring more-than-10-man-days less than 3 man days Aspects already covered under existing scope of work provided in this Contract	Refer the new RFP
168	Project Management	153 of 338	4. MSEDCL Functional Team Functional teams are responsible for implementation of respective modules right from AS-IS to final stabilisation of the project. , Functional teams are responsible for preparation or flow charts as per existing procedures and submit the same to Module Lead Team. Functional teams are responsible for guiding Module Lead team members and providing any documents/Information sought by ERPSI. Functional teams are responsible for understanding the ERP system and recommend changes if any, in existing policies and procedures to suit the best practices. •Functional teams shall act as change management agent and assist in training the end users. •Functional team heads are responsible for certification of stage-wise completion of the project as per tender conditions	We understand current project is migration project from ERP ECC 6.0 EHP 5 to Rise with S/4HANA, where we have to primarily ensure that existing scenarios are working properly. We understand that scenario testing after migration (before moving to production at development & quality server) will be done by MSEDCL functional team. We request department to confirm the same.	Yes
169	ERP System Integration	119 of 338	Support, Maintenance, Enhancement & Development of Integration Interfaces web services/FTP based of SAP modules with non-SAP applications on existing environment and after migration on HANA landscape .	We understand that bidder is responsible for the SAP integration change & maintenance. We also understand the 3rd party tools mention in this sections are maintained by MSEDCL / 3rd Party vendor and appropriate changes will be made for the integration, if required. We request department to confirm the same.	Yes; Changes are only in the current scope, MSEDCL will be responsible for other systems.
170		-	General	Do you need training support after "Go-live"?	Training to be imparted before Go-Live
171		-	General	Are you open for Development freeze during the project?	No
172		-	General	What expectations do you have for SAP S/4HANA adoption, and how do you foresee it improving your data processing, analytics, and reporting capabilities?	Refer scope of work
173		-	General	Are you planning to migrate Non-ERP (SAP) applications on Cloud too? If yes, then please share the migration timelines.	MSEDCL's Non-ERP (SAP) applications are on available on AWS cloud
174		-	General	Are you using any testing tools?	No
175		-	General	Do you have any automated testing?	No
176		-	General	Have you finalised the number of FUE for Rise with SAP? If not then do you expect SI to work with SAP & MSEDCL in recommending the same?	Yes. As per RFP
177		-	General	Is MSEDCL expecting SI to provide Rise with SAP Private Cloud Subscription? Or MSEDCL will directly have a contract with SAP for the same?	As per RFP
178		-	General	Are you using Segments and/or Profit Centers? If so, how are these integrated/used?	Bidder may visit MSEDCL office to get the required information.
179		16	General	Can you make the CMMI level requirement to 3 from 5?	As per RFP
180		4	Section 3.2	Request to consider ongoing S/4HANA Conversion projects in this criteria	As per RFP
181		-	General	What would be the support engagement model? Are you open for 100% Offshore Support model?	As per RFP, no offshore support model
182		-	General	Do you wish to restructure any SAP account assignments during the migration or will all master data structure remain the same	Bidder may visit MSEDCL office to get the required information.

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
183		-	General	Can you share the various integration programs running in your system right now?	Bidder may visit MSEDCL office to get the required information.
184		-	General	Do you have a ready list of SAP documentation on current SAP configuration or business process end user manual or Business Blueprint to get an overview of the existing process?	Bidder may visit MSEDCL office to get the required information.
185		-	General	Do you have tests scripts we can leverage? How hold/accurate they are?	Bidder may visit MSEDCL office to get the required information.
186		-	General	How many end users need to be trained on the new system.	Refer the new RFP
187		290	General	What is the release level of SAP ECC 6.0 system?	SAP ECC 6.0 EHP 5 (702) Sybase 15.7
188		-	General	Will Sandbox be available during Project?	As per RFP
189		-	General	Could you provide details about any upcoming projects or initiatives that might impact the SAP S/4HANA Conversion?	As per RFP
190		-	General	What would be the Rise Landscape? Sandbox->Development->Quality->Production?	As per RFP
191		-	General	Do you have Business Scenario Recommendations Report (Process Discovery), ATC Check, HANA Sizing etc. from SAP? If yes, can you share it?	Bidder may visit MSEDCL office to get the required information.
192	General Section point 1.3, page 16	2	Bidder should be authorized system integrator/implementation partner of SAP ERP Product for sale, support, and services of the offered ERP OEM Product.	Bidder should be authorized Global Strategic service partner of SAP ERP product Justification The project is complex with 9400 user base and 2 TB Hana appliance. Hence a global and strategic partner of SAP is best suited to successfully execute it.	As per RFP
193	Financial Section point 2.1, page 17	2	Section 2. Eligibility and Qualification Requirements 11. Qualification Requirements 2.1 Minimum Average Annual Turnover (MAAT) for best three years out of last five financial years (FY18-19, 19-20, 20-21, 21-22, and 22-23) of the bidder should not be less than INR 35.18 Crore	Minimum Average Annual Turnover (MAAT) for best three years out of last five financial years (FY18-19, 19-20, 20-21, 21-22, and 22-23) of the bidder should not be less than INR 2000 Crore Justification The estimated cost of the project is high and requires an implementation partner, who is financially sustainable and has the financial appetite for successfully executing and supporting the project.	As per RFP
194	Credential and experience, point 3.2, page 18	18	The offered ERP OEM Product shall have cumulatively 250 transactional user-base in two eligible ERP projects	The offered ERP OEM Product shall have cumulatively 1000 transactional user-base in two eligible ERP projects Justification This project has user base of 9400 so a partner should have implemented a SAP S/4 Hana project with at least 1000 user base.	As per RFP
195	Credential and experience, page 18	-	No Criteria on S/4 Hana over Rise experience	The bidder should have experience of at least one implementation or conversion of SAP S/4 Hana over Rise project in last 3 years Justification This is a conversion project over Rise. So a prior experience in implementing SAP S/4 Hana over Rise has to be mandatory. Else there is a high risk of failure.	As per RFP
196		11	Point No.4.1. a	We are requesting that you please revise the clause with SAP ECC project from the Power Sector.	As per RFP
197		13	Table No.11, b	We request you to please avail for the exemption clause against Bid Security for the MSE Companies	As per RFP
198	Non-Exclusivity	-	General Query	It is agreed that the services are being rendered on a non-exclusive basis and the bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.	As per RFP
199	Retention of copies	-	-	On payment of all bidder fees in connection with the Contract, Tenderer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that bidder may use or develop in connection with the Contract.	As per RFP
200	Termination for Convenience	311	27. (c) Termination for ERPSI Event for Default	1) In case of termination, Tenderer shall pay the bidder for all work-in progress, Services already performed, and expenses incurred by the bidder upto and including the effective date of the termination of this Agreement. 2) Tenderer shall be entitled to terminate/ cancel the purchase order at any time for the balance order quantity which is within the delivery schedule with no liability on either side and without assigning any reason thereof. However, the purchase order for the quantity which has already been offered for inspection shall not be cancelled and supply of the same shall be availed in due course of time. 3) Bidder may terminate/ cancel the contract by giving a written notice of 30 days in case: a) Its invoices are not paid on time b) If Tenderer fails to comply with the terms of agreement	As per RFP

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
201	Force Majeure	301	General Conditions of Contract	<p>1) Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>2) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earthquake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.</p> <p>3) Unless otherwise directed by Tenderer in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>4) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidder shall hold consultations in an endeavour to find a solution to the problem.</p>	As per RFP
202	Force Majeure	301	General Conditions of Contract	<p>1) Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>2) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earthquake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.</p> <p>3) Unless otherwise directed by Tenderer in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>4) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidder shall hold consultations in an endeavour to find a solution to the problem.</p>	As per RFP
203	Non-solicitation	325	26. Non-Solicitation of Staff	Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved contract during the period of the contract and one year thereafter.	As per RFP
204	Limitation of the Bidder's Liability towards the Purchaser	317	(C) Limitation of Liability	Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	As per RFP
205	Indemnity	316	30. Liability/Indemnity	Tenderer shall indemnify and hold harmless the bidder for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Bidder.	As per RFP
206	1.1. Qualifying Requirements	16	The prospective Bidder (referred as ERPSI-Lead) and the 2nd consortium member (in case of a consortium; referred as ERPSI-2nd) shall have to enclose all documentary evidence in support of pre-qualification criteria	Request to modify The prospective Bidder (referred as ERPSI-Lead) and another 2 consortium member, the 2nd consortium member and the 3rd Consortium member (in case of a consortium; referred as ERPSI-2nd and ERPSI-3rd) shall have to enclose all documentary evidence in support of pre-qualification criteria	As per RFP
207	1.2 Qualifying Requirements	16	The ERPSI-Lead should have at least CMM/CMMI level 5 valid certification. In case of a consortium, this requirement needs to be met either by the ERPSI-Lead or ERPSI-2nd Member and 2nd Member must be ISO/ IEC-9001: 2008/2015 or above certified.	Request to modify the clause as below: The ERPSI-Lead should have at least CMM/CMMI level 5 valid certification. In case of a consortium, this requirement needs to be met either by the ERPSI-Lead or ERPSI-2nd and ERPSI-3rd Member and 2nd or 3rd Member must be ISO/ IEC-9001: 2008/2015 or above certified.	As per RFP
208	1.5 Qualifying Requirements	17	The bidder must have at least more than 250 full time resources. Additionally, bidder must have at least 2 OEM certified resources of each proposed module of SAP ERP S4 HANA	Request to modify the clause as below: The bidder must have at least more than 150 full time resources. Additionally, bidder must have at least 1 OEM certified resources of each proposed module of SAP ERP S4 HANA.	As per RFP
209	2.2 Qualifying Requirements	17	Net Worth for the each of the last three Financial Years should be positive. In case of a consortium, both the ERPSI-Lead and ERPSI-2nd should have positive net worth in each of the last three audited financial years. [FY 2020-21, 2021-22, 2022-23] MSEDCL should add the specific years to avoid ambiguity, depending on when it chooses to float the RFP	Net Worth for the Audited Financial Year ending 31.3.2023 should be positive. In case of a consortium, both the ERPSI-Lead and ERPSI-2nd should have positive net worth in Audited Financial Year ending 31.3.2023.	As per RFP

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
210	3.2 Qualifying Requirements	18	<p>The bidder should have successfully implemented 2 (two) SAP ERP S/4 HANA projects in India in last 10 years. Out of two (2) eligible ERP projects one must have been implemented in Central/State PSU or Govt. Organization.(In case of a consortium, this requirement needs to be met by either of the Member)</p> <p>Further, in both projects mentioned above-</p> <ul style="list-style-type: none"> • The offered ERP OEM Product shall have cumulatively 250 transactional user-base in two eligible ERP projects • At least 3 modules out of following functions / modules of the offered ERP OEM Product must have been implemented- <ul style="list-style-type: none"> o Finance and Accounting (FICO) o Cash Management Module o Human Resource Management, Payroll and ESS o Project Systems (PS) o Plant Maintenance (PM) o Material Management (MM) o Treasury and Risk Management (TRM) o Business Intelligence Reporting <p>Out of the two (2) implemented projects, at least one (1) should be successfully completed (Go-live achieved followed by completion of at least one year AMS) and second (2nd) project must have achieved Go-live status</p>	<p>Request to modify the clause as below:</p> <p>The bidder should have successfully implemented 2 (two) SAP ERP S/4 HANA projects in India in last 10 years. Out of two (2) eligible ERP projects one must have been implemented in Central/State PSU or Govt. Organization.(In case of a consortium, this requirement needs to be met by all the consortium Member)</p> <p>Further, in both projects mentioned above-</p> <ul style="list-style-type: none"> • The offered ERP OEM Product shall have cumulatively 200 transactional user-base in two eligible ERP projects • At least 3 modules out of following functions / modules of the offered ERP OEM Product must have been implemented- <ul style="list-style-type: none"> o Finance and Accounting (FICO) o Cash Management Module o Human Resource Management, Payroll and ESS o Project Systems (PS) o Plant Maintenance (PM) o Material Management (MM) o Treasury and Risk Management (TRM) o Business Intelligence Reporting <p>Out of the two (2) implemented projects, at least one (1) should be successfully completed (Go-live achieved followed by completion of at least one year AMS) and second (2nd) project must have achieved Go-live status</p>	As per RFP
211	Qualifying Requirements	2	<p>The prospective Bidder (referred as ERPSI-Lead) and the 2nd consortium member (in case of a consortium; referred as ERPSI-2nd) shall have to enclose all documentary evidence in support of pre-qualification criteria</p>	<p>Request to modify the clause as below:</p> <p>The prospective Bidder (referred as ERPSI-Lead) and another 2 consortium member, the 2nd consortium member and the 3rd Consortium member (in case of a consortium; referred as ERPSI-2nd and ERPSI-3rd) shall have to enclose all documentary evidence in support of pre-qualification criteria</p>	As per RFP
212	1.2	2	<p>The ERPSI-Lead should have at least CMM/CMMI level 5 valid certification. In case of a consortium, this requirement needs to be met either by the ERPSI-Lead or ERPSI-2nd Member and 2nd Member must be ISO/ IEC-9001: 2008/2015 or above certified.</p>	<p>Request to modify the clause as below:</p> <p>The ERPSI-Lead should have at least CMM/CMMI level 5 valid certification. In case of a consortium, this requirement needs to be met either by the ERPSI-Lead or ERPSI-2nd and ERPSI-3rd Member and 2nd or 3rd Member must be ISO/ IEC-9001: 2008/2015 or above certified.</p>	As per RFP
213	1.5	3	<p>The bidder must have at least more than 250 full time resources. Additionally, bidder must have at least 2 OEM certified resources of each proposed module of SAP ERP S4 HANA</p>	<p>Request to modify the clause as below:</p> <p>The bidder must have at least more than 150 full time resources. Additionally, bidder must have at least 1 OEM certified resources of each proposed module of SAP ERP S4 HANA.</p>	As per RFP
214	3.2	4	<p>The bidder should have successfully implemented 2 (two) SAP ERP S/4 HANA projects in India in last 10 years. Out of two (2) eligible ERP projects one must have been implemented in Central/State PSU or Govt. Organization. (In case of a consortium, this requirement needs to be met by either of the Member)</p> <p>Further, in both projects mentioned above-</p> <p>a) The offered ERP OEM Product shall have cumulatively 250 transactional user-base in two eligible ERP projects</p> <p>b) At least 3 modules out of following functions / modules of the offered ERP OEM Product must have been implemented-</p> <ul style="list-style-type: none"> o Finance and Accounting (FICO) o Cash Management Module o Human Resource Management, Payroll and ESS o Project Systems (PS) o Plant Maintenance (PM) o Material Management (MM) o Treasury and Risk Management (TRM) o Business Intelligence Reporting <p>Out of the two (2) implemented projects, at least one (1) should be successfully completed (Go-live achieved followed by completion of at least one year AMS) and second (2nd) project must have achieved Go-live status.</p>	<p>Request to modify the clause as below:</p> <p>The bidder should have successfully implemented 2 (two) SAP ERP S/4 HANA projects in India in last 10 years. Out of two (2) eligible ERP projects one must have been implemented in Central/State PSU or Govt. Organization. (In case of a consortium, this requirement needs to be met by all the consortium Member)</p> <p>Further, in both projects mentioned above-</p> <p>a) The offered ERP OEM Product shall have cumulatively 200 transactional user-base in two eligible ERP projects</p> <p>b) At least 3 modules out of following functions / modules of the offered ERP OEM Product must have been implemented-</p> <ul style="list-style-type: none"> o Finance and Accounting (FICO) o Cash Management Module o Human Resource Management, Payroll and ESS o Project Systems (PS) o Plant Maintenance (PM) o Material Management (MM) o Treasury and Risk Management (TRM) o Business Intelligence Reporting <p>Out of the two (2) implemented projects, at least one (1) should be successfully completed (Go-live achieved followed by completion of at least one year AMS) and second (2nd) project must have achieved Go-live status.</p>	As per RFP
215	Indemnity	316	30. Liability/Indemnity	<p>Tenderer shall indemnify and hold harmless the bidder for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Bidder.</p>	As per RFP
216	Limitation of the Bidder's Liability towards the Purchaser	317	(C) Limitation of Liability	<p>Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services</p>	As per RFP

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
217	Force Majeure	301	General Conditions of Contract	<p>1) Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>2) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.</p> <p>3) Unless otherwise directed by Tenderer in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>4) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidders shall hold consultations in an endeavour to find a solution to the problem.</p> <p>5) Notwithstanding above, the decision of Tenderer shall be final and binding on the bidder regarding termination of contract or otherwise</p>	As per RFP
218	Termination for Convenience	311	27. (c) Termination for ERPSI Event for Default	<p>1) In case of termination, Tenderer shall pay the bidder for all work-in progress, Services already performed, and expenses incurred by the bidder upto and including the effective date of the termination of this Agreement.</p> <p>2) Tenderer shall be entitled to terminate/cancel the purchase order at any time for the balance order quantity which is within the delivery schedule with no liability on either side and without assigning any reason thereof. However, the purchase order for the quantity which has already been offered for inspection shall not be cancelled and supply of the same shall be availed in due course of time.</p> <p>3) Bidder may terminate/cancel the contract by giving a written notice of 30 days in case:</p> <p>a) Its invoices are not paid on time</p> <p>b) If Tenderer fails to comply with the terms of agreement</p>	As per RFP
219	Retention of copies	-	-	On payment of all bidder fees in connection with the Contract, Tenderer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that bidder may use or develop in connection with the Contract.	As per RFP
220	Non-Exclusivity	-	-	It is agreed that the services are being rendered on a non-exclusive basis and the bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.	As per RFP
221	Non-solicitation	325	26. Non- Solicitation of Staff	Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved in this contract during the period of the contract and one year thereafter.	As per RFP
222	12	141	Helpdesk	<p>Need clarity on the exact requirement.</p> <p>1. Is this additional team other than AMS.</p> <p>2. Location of the team.</p> <p>3. Is MSEDCL going to provide the required infrastructure for this help desk team</p> <p>4. Is MSEDCL expecting new Ticketing Application? If yes please share the expectation for the same.</p>	<p>1. For AMS, helpdesk has to be set up by ERPSI as per scope of work.</p> <p>2. To be mutually decided</p> <p>3. Seating arrangement and connectivity for proposed team will be provided by MSEDCL. IT infrastructure required will be in bidder scope.</p> <p>4. Bidder has to use solution manager for ticketing application.</p>
223	2	92	Detail as is study and designing ERP system	PL clarify , being migration project there is no need for study of other modules . Assume exercise this is only for TRM and Cash Mgmt Module.	Applicable for all modules
224	Annexure A	191-263	Functional Specification	<p>This is SAP migration project , there is no requirement of FRS compliance as the existing ECC business processes will be migrated to S/4 HANA.</p> <p>We propose to remove this FRS compliance part (excluding for TRM and Cash Mgmt) . Keeping Such compliance may confuse the SI as its a part of project IMPLEMENTATION and not migration . Please remove this part to bring clarity</p>	Applicable for all modules
225	7	127	The ERPSI will provide training to all end users of ERP Systems. The End Users/Business Users team will comprise of members carrying out day to day operation and task at MSEDCL for ERP System. Each member of End User/Business user group would be trained in the relevant function / module. This Training would be required to be given to approximately XXX personnel for ERP System.	Being migration project, there are very limited change in the transactions which are currently executed by end users. Training manuals and videos are sufficient for users as your users are already using SAP systems. Hence propose change in this expectation. And allow ONLINE training for the users	As per RFP
226	11	150	Project Management - Milestones Timelines need to reworked	Milestones Timelines for Project Initiation, Infra and BBP is mentioned as T+1. Please review and change and make changes as there is sufficient time required T + 2 months for next milestones after project initiation phase.	As per RFP
227	12.5	171	Pilot Go Live	Being a migration project there is no Pilot Go Live. Multiple migration runs are taken in line with SAP recommended methodology and testing at various phases to ensure that Final Run is seamless. Please change final Go Live in place of Pilot Go Live	As per RFP
228	Annexure D	280	Conference Room Pilot	Assume this is only for TRM and Cash Mgmt Module.	As per RFP
229	1.4	89-91	Non rise Applications - SAP PI NW to be maintained on existing cloud and in other section you have asked for upgradation of PI to PO on Hana. (Point g)	PI clarify , we assume that you are expecting the compatible version of SAP PO with SAP HANA. We feel that there is no need for a condition to retain the existing PI solution.	Assumption is correct
230	4.3	114	Perform validation of digitized/scanned records	In a SAP migration projects, the existing data in the system will be converted to HANA . Even in implementation project data would be required in digital format. Thus, we assume that this is applicable to migration of existing system data and uploading of digitized data for TRM and Cash Mgmt Module.	Assumption is correct

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231	3	95 (point k)	In the new ERP, as per industry standard practice, for any scanned documents created by user, images shall be stored outside the ERP database in a different file server as a part of document management system and only the document link shall be available in the ERP database.	Need clarity on the requirement as DMS is not part of scope as per RFP.	Bidder has to provide SAP content server for DMS.
232	13	143	Vendor Management Services	Need clarity on the exact requirement	Clause no. 13 (Vendor Management Services) is not applicable Refer the new RFP
233	4.4	114	Section-6- Caluse no. 4:- h) The ERPSI shall develop data entry programs / applications that may be required for data migration in order to capture data available with / obtained by MSEDCL in non – electronic format.	The ERPSI shall develop data entry programs / applications that may be required for data migration in order to capture data available with / obtained by MSEDCL in non – electronic format.	All the required data will be provided in electronic format only.
234	14.2.2	178	Network services including data transfer	Need clarity on this scope of work and payment clause item.	ERPSI has to set-up Network Connectivity of RISE platform with MSEDCL cloud. ERPSI to ensure connectivity from new cloud to MSEDCL offices using existing VPN services.
235	5	116	Any adapters, licenses, tools, scripts etc. required for integration with the existing and upcoming IT solutions of MSEDCL will need to be arranged by the Bidder	Assume that MSEDCL is expecting the SAP middleware (PO) to take care of existing integrations. (integrations are done between IT solutions and are required to be live before start of realization phase)	Existing and upcoming IT systems will be integrated using SAP middleware tool PO.
236	14.1.3	177	Hardware Payment -	Not applicable in Rise with SAP	Hardware required for networking scope Refer the new RFP
237	3.1	92	Applications to be retained on existing cloud.	Please clarify , We assume that you are only expecting the support to this existing applications. Infra, licenses and ATS will be taken care by MSEDCL	Refer the new RFP
238	12.6	171	System Rollout	There is no rollout in Migration Projects. All users will be able to access the final converted system in one go. Request to change accordingly	Refer the new RFP
239	14.1.2	177	License Payment Clause	Please change this .License & Infra payment component payment need to be in line with Rise with SAP payment terms (Back to Back with OEM payment terms).	Refer the new RFP
240	Non-Exclusivity	-	General Query	It is agreed that the services are being rendered on a non-exclusive basis and the bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate .	As per RFP
241	Retention of copies	-	General Query	On payment of all bidder fees in connection with the Contract, Tenderer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. bidder retains all rights in the Deliverables and work product , and in any software, materials, know-how and/ or methodologies that bidder may use or develop in connection with the Contract.	As per RFP
242	Termination for Convenience	311	27. (c)Termination for ERPSI Event for Default	1) In case of termination, Tenderer shall pay the bidder for all work-in progress, Services already performed, and expenses incurred by the bidder upto and including the effective date of the termination of this Agreement. 2) Tenderer shall be entitled to terminate/ cancel the purchase order at any time for the balance order quantity which is within the delivery schedule with no liability on either side and without assigning any reason thereof. However, the purchase order for the quantity which has already been offered for inspection shall not be cancelled and supply of the same shall be availed in due course of time. 3) Bidder may terminate/ cancel the contract by giving a written notice of 30 days in case: a) Its invoices are not paid on time b) If Tenderer fails to comply with the terms of agreement	As per RFP
243	Force Majeure	301	General Conditions of Contract	1) Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. 2) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earthquake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days. 3) Unless otherwise directed by Tenderer in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical , and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. 4) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidder shall hold consultations in an endeavour to find a solution to the problem.	As per RFP

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244	Force Majeure	301	General Conditions of Contract	<p>1) Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>2) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earthquake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.</p> <p>3) Unless otherwise directed by Tenderer in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>4) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidder shall hold consultations in an endeavour to find a solution to the problem.</p>	As per RFP
245	Non-solicitation	325	26. Non- Solicitation of Staff	Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved contract during the period of the contract and one year thereafter.	As per RFP
246	Limitation of the Bidder's Liability towards the Purchaser	317	(C) Limitation of Liability	Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	As per RFP
247	Indemnity	316	30. Liability/Indemnity	Tenderer shall indemnify and hold harmless the bidder for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Bidder.	As per RFP
248	1.1. Qualifying Requirements	16	The prospective Bidder (referred as ERPSI-Lead) and the 2nd consortium member (in case of a consortium; referred as ERPSI-2nd) shall have to enclose all documentary evidence in support of pre-qualification criteria	Request to modify The prospective Bidder (referred as ERPSI-Lead) and another 2 consortium member, the 2nd consortium member and the 3rd Consortium member (in case of a consortium; referred as ERPSI-2nd and ERPSI-3rd) shall have to enclose all documentary evidence in support of pre-qualification criteria	As per RFP
249	1.2 Qualifying Requirements	16	The ERPSI-Lead should have at least CMM/CMMI level 5 valid certification. In case of a consortium, this requirement needs to be met either by the ERPSI-Lead or ERPSI-2nd Member and 2nd Member must be ISO/ IEC-9001: 2008/2015 or above certified.	Request to modify the clause as below: The ERPSI-Lead should have at least CMM/CMMI level 5 valid certification. In case of a consortium, this requirement needs to be met either by the ERPSI-Lead or ERPSI-2nd and ERPSI-3rd Member and 2nd or 3rd Member must be ISO/ IEC-9001: 2008/2015 or above certified.	As per RFP
250	1.5 Qualifying Requirements	17	The bidder must have at least more than 250 full time resources. Additionally, bidder must have at least 2 OEM certified resources of each proposed module of SAP ERP S4 HANA	Request to modify the clause as below: The bidder must have at least more than 150 full time resources. Additionally, bidder must have at least 1 OEM certified resources of each proposed module of SAP ERP S4 HANA.	As per RFP
251	2.2 Qualifying Requirements	17	Net Worth for the each of the last three Financial Years should be positive. In case of a consortium, both the ERPSI-Lead and ERPSI-2nd should have positive net worth in each of the last three audited financial years. [FY 2020-21, 2021-22, 2022-23] MSEDCL should add the specific years to avoid ambiguity, depending on when it chooses to float the RFP	Net Worth for the Audited Financial Year ending 31.3.2023 should be positive. In case of a consortium, both the ERPSI-Lead and ERPSI-2nd should have positive net worth in Audited Financial Year ending 31.3.2023.	As per RFP
252	3.2 Qualifying Requirements	18	<p>The bidder should have successfully implemented 2 (two) SAP ERP S/4 HANA projects in India in last 10 years. Out of two (2) eligible ERP projects one must have been implemented in Central/State PSU or Govt. Organization. (In case of a consortium, this requirement needs to be met by either of the Member)</p> <p>Further, in both projects mentioned above•</p> <ul style="list-style-type: none"> • The offered ERP OEM Product shall have cumulatively 250 transactional user-base in two eligible ERP projects • At least 3 modules out of following functions / modules of the offered ERP OEM Product must have been implementedo Finance and Accounting (FICO) o Cash Management Module o Human Resource Management, Payroll and ESS o Project Systems (PS) o Plant Maintenance (PM) o Material Management (MM) o Treasury and Risk Management (TRM) o Business Intelligence Reporting <p>Out of the two (2) implemented projects, at least one (1) should be successfully completed (Go-live achieved followed by completion of at least one year AMS) and second (2nd) project must have achieved Go-live status</p>	<p>Request to modify the clause as below:</p> <p>The bidder should have successfully implemented 2 (two) SAP ERP S/4 HANA projects in India in last 10 years. Out of two (2) eligible ERP projects one must have been implemented in Central/State PSU or Govt. Organization. (In case of a consortium, this requirement needs to be met by all the consortium Member)</p> <p>Further, in both projects mentioned above•</p> <ul style="list-style-type: none"> • The offered ERP OEM Product shall have cumulatively 200 transactional user-base in two eligible ERP projects • At least 3 modules out of following functions / modules of the offered ERP OEM Product must have been implementedo Finance and Accounting (FICO) o Cash Management Module o Human Resource Management, Payroll and ESS o Project Systems (PS) o Plant Maintenance (PM) o Material Management (MM) o Treasury and Risk Management (TRM) o Business Intelligence Reporting <p>Out of the two (2) implemented projects, at least one (1) should be successfully completed (Go-live achieved followed by completion of at least one year AMS) and second (2nd) project must have achieved Go-live status</p>	As per RFP

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
253	Section 6, Clause 12.7	175	Commission of DC & DR environment	We assume that DR will be limited to RISE environment. Please confirm.	Yes
254	Section 4, Form 2	83 & 86	Part G - Manpower Cost	As per the Price Bid section mention under Form 2, ERPSI needs to provide the pricing for the different kind of resources for the estimated person days which is the part of the total cost of PART 1 ERP SYSTEM - IMPLEMENTATION PHASE COST. However, payment terms for the Part G has not been mentioned under Payment Terms section 14.3. Hence, kindly clarify whether the Man-Day cost is for the reference of the MSEDCL only for any future commercial change request and if not, we request MSEDCL to kindly provide the payment terms of Part G.	As per RFP
255	Section 4, Form 2	87	Part H – ERP System – Annual Technical Support (ATS) for MSEDCL	As per the Price Bid section mention under Form 2, ERPSI needs to provide the pricing for the ATS after successful Go-Live of ERP system which is the part of the total cost of PART II ERP SYSTEM - OPERATION & MAINTENANCE PHASE COST. However, payment terms for the Part H has not been mentioned under Payment Terms section 14.3. Hence, we request MSEDCL to kindly provide the payment terms of Part H as 100% advance been OEM ATS cost. Or We request MSEDCL to procure the ERP OEM ATS directly from OEM, similar steps was been taken by some of the utility companies.	As per RFP
256	Section 6, Clause 13.1	177	Transfer of ERP System- In case of contract being terminated prematurely by MSEDCL, the MSEDCL reserves the right to ask ERPSI to continue running the project operations for a period of 3 months after termination orders are issued. In case of contract being terminated by ERPSI, MSEDCL reserves the right to ask selected ERPSI to continue running the project operations for a period of 6 months after termination notice is served by ERPSI.	We assume that MSEDCL will compensate for the period the services are extended after termination. Please confirm.	As per RFP
257	Section 6, Clause 14.1.2	179	ERP System Software - License Component	The current payment terms of ERP licenses with 15:85 need to be amended, OEM global policy is 100 % on delivery and many PSU tender has accepted such payment terms hence we request you to please amend Or We request MSEDCL to procure the ERP licenses from OEM directly, similar steps was been taken by some of the utility companies.	As per RFP
258	Section 6, Clause 14.1.2 (sub clause 12c)	181	Upgradation Solution Manager from 7.1 to 7.2 on HANA	We request MSEDCL to amend the payment terms as below, 1) 50% payment Upon upgrade of solman to 7.2. 2) Balance 50 % on completion fetures configuration (list to be provided by MSEDCL).	As per RFP
259	Section 6, Clause 14.1.2 (Sub clause 14.1.4 e)	181	End users Training Cost (on Upgraded ERP system on S/4 HANA)	We request MSEDCL to amend the payment terms as below, 1) Payment to be bifurcated in 4 installments of 25% each.	As per RFP
260	ERP Core & Custom modules	289	ERP Core & Custom Modules	If there is challenge in converting or migrating the customised modules to Rise, can it be re-developed in 3rd party soluitions and integrate with SAP RISE	No
261	Section 6, Clause 9 (sub clause 5 f and h)	142	The ERPSI shall ensure the physical security of the media stored in cabinets. The ERPSI shall also provide enough/adequate media (tape library) for daily, weekly, and additional backups for the duration of the contract.	Existing CSP should maintain the same for non-Rise SAP environment. Please confirm.	Assumption is correct
262	Section 6, Clause 9 (sub clause 6 a)	142	Monitor, log & report of entire IT Infrastructure Solution including servers, storage, supporting system, software, equipment & module operation etc. on 24x7x365 basis	ERPSI responsibility will be limited to SAP application and database and not for rest of the IT infra solution including servers, storage etc for non Rise SAP environment. Please confirm.	Assumption is correct. MSEDCL will be responsible for non RISE SAP applications. For SAP RISE, ERPSI will be responsible.
263	Section 6, Clause 9 (sub clause 6 b)	142	Perform periodic health checkup & troubleshooting of all systems & modules installed & implemented in adherence to the proactive rectification measures	ERPSI responsibility will be limited to SAP application for non Rise SAP environment and not for other systems. Please confirm.	Assumption is correct. MSEDCL will be responsible for non RISE SAP applications. For SAP RISE, ERPSI will be responsible.
264	Section 6, Clause 9 (sub clause 7)	142	Server Administration/ Management	It should be limited to SAP application and database for non Rise SAP environment. Please confirm.	Bidder should manage both SAP RISE and SAP non-RISE applications.
265	Section 6, Clause 9 (sub clause 10)	143	Messaging System management	Messaging system need to be arrange by MSEDCL from CSP / telcom service provider. Hence, we request you to kindly remove this clause.	As per RFP
266	Section 6, Clause 9 (sub clause 12 e)	145	Helpdesk shall troubleshoot on systems, applications (software), , multimedia related issues, server administration, security policies, 3rd party coordination etc.	The scope will cover only SAP related activities and will not cover multimedia related issue. Please confirm.	As per RFP
267	Section 6, Clause 9 (sub clause 12 g)	145	Help Desk shall be responsible for change management like schedule up gradation of software components, cloud service components etc. Help Desk will co-ordinate and take approval from MSEDCL for the same and will inform all users for such event in advance.	The help desk will not cover cloud service componenet as this will be managed by SAP RISE team. Please confirm.	Bidder should manage both SAP RISE and SAP non-RISE applications.
268	Section 6, Clause 9 D	146	D. User oriented Services	The given scope if it is related to SAP ERP application then will fall under ERPSI scope else if it is related to Cloud Infra then it will fall under SAP RISE Team. Please clarify.	As per RFP
269	Section 6, Clause 10	153	ATS	ATS for the non-RISE component will be borne directly by MSEDCL or ERPSI needs to borne. In case, ERPSI needs to borne the cost, please specify the current ATS cost of SAP from MSEDCL.	Refer new RFP
270	Section 6, Clause 11.4	159	Distribution Sector Specialist	Since the current project is for S/4 HANA conversion & support and not fresh implementation hence distribution domain specialist will not be required. Hence, we request MSEDCL to remove this clause.	As per RFP
271	Section 6, Clause 11.4.2	160	Min No. of Resources Required (Before ERP System Go-Live)	Total resource count is coming to 51. We assume following resources will not be required since the project is for S/4 HANA Migration & AMS and not ERP implementation project, 1) Distribution Sector Specialist 2) ICT Infrastructure Lead 3) Cloud services expert 4) Network Expert 5) Security Expert 6) Data Digitization Lead 7) Bid Management Expert	As per RFP

S.No.	RFP Clause No. & Detail	Page No.	RFP Clause Description	Query	MSEDCL Response
272	Section 6, Clause 11.7 (sub clause a)	167	Approve AS-IS, TO-BE, GAP Analysis and UAT documents required for project progress, in accordance with Clause 11 of this Section, within 15 (fifteen) working days from the date of submission of such documents	Since time line is very aggressive for conversion, hence, instead of 15 days the turnaround time shall not be more than 5 days and in case of any delays from MSEDCL, ERPSI will not be accountable for any penalty. Please confirm.	As per RFP
273	Section 4, Form 3	58	Project Implementation Plan 1) Site Survey;	We request MSEDCL to clarify What is the expectations for site survey and how many locations needs to be visited. Please provide the location wise details.	Refer the new RFP
274	Section 4, Form 3	58	Project Implementation Plan 8) Quality Assurance Program;	We request MSEDCL to clarify what is expectation under Quality Assurance. Please elaborate.	As per RFP
275	Section 6, Clause 1 (1.4 c)	92	Upgradation of SAP ERP ECC6 EHP 5.0 platform to RISE with SAP S/4 HANA (latest version) for Core Modules (FICO, PM, PS, MM,HCM) and implemented custom developed modules in MSEDCL including data migration.	We assume that Temporary infractutre for S/4 HANA upgrade will be provided by MSEDCL. Please confirm.	No
276	Section 6, Clause 1 (1.4 i)	92	ATS for the existing deployment of SAP ERP on ECC platform will be paid by MSEDCL for T+12 i.e. till go live declaration of RISE on S4 HANA. If go live declaration of RISE with S4 HANA is delayed beyond T+12 ATS for the subsequent term will be borne by the bidder for which no additional payment will be made by MSEDCL. (T= Date of LOA)	In case of Project delay, it can be due to the multiple factors attributable not only to ERPSI. Hence, we request MSEDCL for the deletion of this clause.	As per RFP
277	Section 6, Clause 2 (1)	95	ERPSI shall carry out As-Is Study for existing Enterprise Architecture, IT Applications & Solutions, MSEDCL Business process, Cloud Infrastructure Solutions, End user's competency etc. along with requirement gathering workshops to identify the Gaps and areas of improvements in current state of the MSEDCL. The ERPSI will take the necessary inputs and approval on the formulated As-Is Status report from Stakeholders/Nodal Officers of MSEDCL.	We understand that this scope will be limited to new module implementation of Cash Management, TRM & Upgrade of HANA Appliance to 2TB and not related to other IT & cloud infrastructure. Please confirm.	The As-is study is applicable for all existing modules and new modules (TRM and Cash Management)
278	Section 6, Clause 3.1 (sub clause 12 g)	96	Centralized Support for 24 x 7 x 365	We request MSEDCL to clarify on below points, 1) We assume the support is to be given from HO - Mumbai. Please confirm. 2) Is MSEDCL is expecting resources in addition to general shift to be onsite. If yes then please define the no of shift and resources count Or MSEDCL is expecting (1) general shift for onsite and 24 X 7 support for business stopper case from offsite. Please confirm. 3) Hope MSEDCL will provide VPN access for remote support. Please confirm.	As per RFP
279	Section 6, Clause 3.1 (sub clause 16)	96	Successful ERPSI 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. ERPSI must complete all Knowledge Transfer activities in maximum one month from date of LOA.	We request MSEDCL to clarify on below points, 1) KT duration of 1 month is part of 24 months of total contract. Please confirm. 2) SLA will not be applicable for any open tickest of existing support partner. Please confirm. 3. If efforts are more than 3 man days then seprate CR needs to be consider. Please confirm	1. Yes 2. ERPSI will be responsible for all open tickets 3. As per RFP
280	Section 6, Clause 3.1 (sub clause 19)	97	ERPSI will have to maintain latest updated versions of documents such as – a) User Manual b) Functional Requirement Specification (FRS) c) Technical Requirement Specification (TRS) for New Processes / Bug Fixes	We request MSEDCL to clarify that all the relavant documents are prepared earlier and that should be handover to new ERPSI during the KT. Please confirm.	Relevant document will be handed over to ERPSI
281	Section 6, Clause 3.1 (sub clause 20 g)	97	ERPSI to suggest industry standard best practices for backing up (archiving), purging and restoring current ERP data / future new ERP.	We understand that ERPSI scope is to migrate all data to SAP S/4HANA hence no archiving is required here and to implement standard backup policy will be ERPSI responsibility. Please confirm.	As per RFP
282	Section 6, Clause 3.1 (sub clause 20 k)	98	In the new ERP, as per industry standard practice, for any scanned documents created by user, images shall be stored outside the ERP database in a different file server as a part of document management system and only the document link shall be available in the ERP database.	We understand that MSEDCL has content management server but we have not seen the same under SAP RISE BOM. If it has been factored, then we request MSEDCL to consider the same. Please clarify whether Content Management will be part of Scope or not.	Bidder has to provide SAP content server for DMS.
283	Section 6, Clause 3.1 (sub clause 25)	98	Currently at MSEDCL SAP ECC System there are only few workflows (for Notification etc.) implemented. ERPSI to ensure that all modules in the scope are mapped to new SAP S/4 HANA system. Further, ERPSI should also implement Treasury and Risk Management and Cash Management Module on SAP S/4 HANA, while implementing SAP S/4 HANA for existing core and custom modules.	TRM & Cash management implementation can happen only after migration of ECC system to S4/HANA, it can not happen in parallel. Hence, we request MSEDCL to amend this clause.	As per RFP
284	Section 6, Clause 3.2.1 (sub clause e)	99	Configuring the specific ERP modules, third party bolt-on applications, development of interfaces wherever and whenever necessary.	Since this is migration, hence 3rd party bolt-on solution will be limited to existing interface only and not for any new interface/ bolt-on application support in scope of ERPSI. Please confirm.	As per RFP
285	Section 6, Clause 3.2.2	99	3.2.2.1 (Phase 1) and 3.2.2.2 (Phase 2)	We request MSEDCL to clarify on the below points, 1) Overall Migration duration should be atleast 24 months instead 12 months for both Phases (Phase-1 & Phase-2) because S/4 HANA Migration and implementation of new modules (TRM & Cash Management) can't happen parallelly.	Refer new RFP
286	Section 6, Clause 3.2.2.1 (sub clause g)	100	Draw up customization plan for gaps where the OEM Product does not meet MSEDCL requirements.	In case MSEDCL wish to go for any new developments, in such case, we request MSEDCL to kindly share the wish list / count for the project estimation.	As per RFP
287	Section 6, Clause 3.2.2.1 (sub clause i)	100	Define strategy for data migration from existing application databases to new ERP database, providing appropriate filters in consultation with the MSEDCL.	We request MSEDCL to clarify on below points, 1) AS-IS data migration will be happen without filtration of data / data cleansing . Data cleansing doesn't happen in migration project.	As per RFP
288	Section 6, Clause 3.2.2.2 (sub clause d)	100	Conduct Conference Room Pilot (CRP) including reports	We request MSEDCL to clarify on below, 1) Kindly provide activities to be covered under CRP. 2) We assume that Go-Live will be big-bang / enterprise wide and not location wise rollout. Please confirm.	As per RFP
289	Section 6, Clause 3.9	108	Supports for Audit and Compliance	We request MSEDCL to consider below points, 1) SAP doesn't allow any 3rd Party Audit on RISE environment. As an exception, if SAP allows for such audit, cost of any such Audit needs to be borne by MSEDCL and not under the scope of ERPSI.	As per RFP
290	Section, Clause 4 (Sub clause 4.4 j)	118	The ERPSI shall give the template for data migration to MSEDCL and MSEDCL shall furnish the required data on the templates provided by the ERPSI. The ERPSI shall furnish adequate guidelines to fill the data templates to MSEDCL.	We assume that there is no hardcopy for digitization and all records from legacy system will be given by MSEDCL to ERPSI in pre-defined templates as provided by ERPSI.	All the required data will be provided in electronic format.

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291	Section 6, Clause 5	119	Support, Maintenance, Enhancement & Development of integration Interfaces (web-services) of SAP modules with Non-SAP applications on existing environment and after migration on HANA landscape. Presently following non-SAP Systems / Modules (developed in JAVA/.Net) are integrated with SAP through web services.	We assume that ERPSI scope will be limited to integration with SAP only. Please confirm.	As per RFP Interfaces of SAP on RISE and non RISE modules with non SAP modules at MSEDCL will be managed by ERPSI
292	Section 6, Clause 5 (sub clause 8)	120	Any adapters, licenses, tools, scripts etc. required for integration with the existing and upcoming IT solutions of MSEDCL will need to be arranged by the Bidder	ERPSI will identify and bring to notice of MSEDCL for any adapters, licenses, tools, scripts etc. required for integration with the existing and upcoming IT solutions of MSEDCL and MSEDCL will be providing any such adapters, licenses, tools etc. for the integration. Hope our understanding is correct. Please clarify.	As per RFP
293	Section 6, Clause 6.1.1.1 (sub clause d)	121	For requirement of SLA audit, the MSEDCL may perform a visit either by internal department or by an external contractor at respective Data Center and Disaster Recovery Center locations.	Visit to DC will be at sole discretion of SAP as SAP doesn't allow customers/ partners to visit their DC & DR. Hence, we request MSEDCL to kindly delete this clause.	As per RFP
294	Section 6, Clause 6.1.1.3	124	IT /Cyber Security Audit	We request MSEDCL to consider below points, 1) SAP doesn't allow any 3rd Party Audit on RISE environment. As an exception, if SAP allows for such audit, cost of any such Audit needs to be borne by MSEDCL and not under the scope of ERPSI.	As per RFP
295	Section 6, Clause 7	130	Professional Training (Implementation team)	We request MSEDCL to clarify on below points, 1) We assume that this training will be at HO for core team of MSEDCL. Please confirm. 2) We assume ERPSI certified SAP consultant can provide this training to core team member of MSEDCL. Please confirm. 3) The course and responsibility of ERPSI will be limited to SAP Application training and not for cloud infra , Network etc. Please confirm.	As per RFP
296	Section 6, Clause 7 (sub clause q)	132	The ERPSI shall provide the necessary access of OEM training platforms and data repository to MSEDCL	We assume that if any training OEM training platform is required then those solution / licenses will be procured directly by MSEDCL. Please confirm.	As per RFP
297	Section 6, Clause 7 (sub clause 1a)	132	1. Scope of training for ERP System End users a) The ERPSI along with OEM should propose comprehensive end user training plan for adoption of the applications developed/proposed to MSEDCL	We understand that the Training Curriculum/ course for ERP Modules mentioned will be finalized between ERPSI & MSEDCL and further if required MSEDCL can get Validated from OEM directly. Please confirm.	Yes
298	Section 6, Clause 7 (sub clause 2)	132	2. Training Needs Analysis The OEM and the ERPSI consultants will collect the appropriate data on user groups, functional and process requirements per user group, required skills and knowledge, existing training culture and training resources through workshops and interviews with MSEDCL business owners and key business users.	We request MSEDCL to amend as below, MSEDCL and ERPSI consultants will collect the appropriate data on user groups, functional and process requirements per user group, required skills and knowledge, existing training culture and training resources through workshops and interviews with MSEDCL business owners and key business users.	As per RFP
299	Section 6, Clause 7 (sub clause 3)	133	3. Content Development :- Development of customized, modular training materials based upon user roles and business process, and customized application. The OEM consultants along with ERPSI will work together with MSEDCL Core team members and Project team to enable transfer of knowledge.	We request MSEDCL to amend as below, Request you to kindly remove OEM consultant from this clause in case MSEDCL need any activity from OEM then those services and man days need to be procured directly from SAP OEM.	As per RFP
300	Section 6, Clause 7 (sub clause 6 d)	135	6. Training for Higher Management of MSEDCL d. The training center facility with seating capacity shall be provided by the MSEDCL. The ERPSI shall arrange the necessary equipment's and peripherals to carry out the training of end users.	We understand that MSEDCL will providing Projector, Internet Connectivity for training & for MSEDCL users, laptop & desktop will be provided by MSEDCL. Please confirm.	Assumption is correct
301	Section 6, Clause 9 (sub clause c)	138	The ERPSI will be primary responsibility of providing desired services during the project implementation period. The duration of Application Maintenance Services (AMS) shall be initially for 2 years, MSEDCL can choose to extend the services for additional 3 years at the same rates as quoted in the Financial Breakup of Cost Components, which shall start immediately from the date of Enterprise-wide Go-Live of ERP System at all locations of MSEDCL.	We request MSEDCL to clarify below, 1) We assume that contract duration will be of 24 months (inclusive of handholding support period). Please confirm. 2) Post completion of 24 Months, for any extension period, commercials should be mutually agreed during extension period.	As per RFP
302	Section 6, Clause 9 (sub clause 1 a)	139	ERPSI shall incorporate technological changes and provide enhancements as per the requests made by MSEDCL ERPSI shall perform minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working of the application.	The definition here for minor changes in terms of man days shall be capped to 3 man days per issue else it will be difficult for ERPSI to manage SLA & resources load. Please confirm	As per RFP
303	Section 6, Clause 9 (sub clause 1 c)	139	c. Tuning of the ERP solution: The ERPSI shall also undertake tuning of ERP, databases, any third-party software, and any other components provided as part of the solution to optimize the performance.	The following scope will be limited to SAP application and database tuning only and not for 3rd party or any other components. Please confirm.	As per RFP
304	Section 6, Clause 9 (sub clause 5 a)	141	Storage and Backup Management - Backup of operating system, database and application shall be performed as per stipulated policies of MSEDCL at the data center. The ERPSI shall provide required tools for undertaking these activities	ERPSI support will be limited to SAP application and backup only. Further, OS support should be kept out of ERPSI scope for non-RISE SAP environment. Please confirm.	As per RFP
305	Nil	Nil	Bid Submission	We request you to provide Eight (8) weeks time to submit Bid from the date of publish of Pre-Bid Queries response	As per RFP
306	Abbreviations	6	Contract Performance Guarantee	As per tender document, CPG percentage is not mentioned. We assume that as per Govt. guidelines, 3% CPG will be applicable. Please do confirm. Further, we request MSEDCL to consider below, 1) CPG as per the contract price for the Implementation Phase Cost. 2) CPG as per the contract price for the Operation & Maintenance Phase cost yearly. Further, in case, post 2 years, services are not renewed with ERPSI, in such case, CPG for the SAP RISE from 3rd year onwards will be applicable or not. Please confirm.	As per RFP
307	Section 6, Clause 3.1 (sub clause 8)	95	Training (in batches) to 9400 end users on newly upgraded SAP S/4 HANA landscape	We request MSEDCL to clarify on the below points, 1. Training to be given Online or Offline. 2. Total No. of Locations for Training. 3. No. of days required at each location of Training. 4. Required infra for training will be provided by MSEDCL.	1. Offline training 2. Thirty (30) 3. Two days (2) for each module and location 4. Yes

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308	Section 6, Clause 15.2.2	188	Problem Notification & Resolution Times	SLA defined as very stringent, hence, we request MSEDCL to re-visit as proposed below for resolution Critical - 4 hours Hight - 8 hours Medium - 16 hour Low - 24 hours	As per RFP
309	Section 6, Clause 1 (1.4 f)	92	Upgradation of Solution Manager from 7.1 to 7.2 (or latest version) on HANA.	We request MSEDCL to provide the list of existing functionalites configured in Solman.	Bidder may visit MSEDCL office to get the required information.
310	Section 6, Clause 1 (1.4 h)	92	Upgradation of existing 1 TB HANA appliance (Base edition) to 2 TB HANA appliance (Enterprise edition).	We request MSEDCL to clarify on the below points, 1. Please provide the complete landscape detail of existing HANA Appliance and usage/function of this appliance. 2. We assume that 2TB HANA Appliance will be procured by MSEDCL. Please confirm.	Bidder may visit MSEDCL office to get the required information.
311	Section 6, Clause 3.1 (sub-clause 5)	95	Upgradation of Solution Manager from 7.1 to 7.2 (latest version) powered by HANA with implementation of ITSM (IT Service Management Scenario) where SLA's can be measured, and all features of Solution Manager are configured.	We request MSEDCL to provide the list of existing functionalites configured in Solman.	Bidder may visit MSEDCL office to get the required information.
312	Section 6, Clause 3.1 (sub clause 26)	98	Interface Management: Currently at MSEDCL XI/PI is implemented as middleware for interface with non-SAP system. ERPSI to ensure that PO (process orchestration) latest version shall be implemented as middleware for the interfaces with all non-SAP system at MSEDCL for current as well as future interface requirements.	We request MSEDCL to provide the list of existing interfaces which needs to be integrated with new SAP S/4HANA landscape.	Bidder may visit MSEDCL office to get the required information.
313	Section 6, Clause 3.2.1 (sub clause d)	99	For customizations which are not part of the functionality of the offered product, ERPSI must keep level of customization to a bare minimum depending upon offered functionalities and best practices. This is important to ensure that future upgrades, enhancements, and bug fixes are not impacted. Every custom development must be documented in detail and the code / script should be properly annotated with comments.	We request MSEDCL to provide total number of RICEF objects under each module and also the overall BOBJ objects (reports and dashboards).	Bidder may visit MSEDCL office to get the required information.
314	Section 6, Clause 3.2.2.1 (sub clause h)	100	Map all MIS / Dashboard / Reporting requirements and statutory reporting requirements of MSEDCL and identify new reports that need to be customized / freshly developed in standard format (e.g. .xlsx, .pdf, .xml etc.) defined by users.	In case MSEDCL wish to go for new dashboards and reports, in such case, we request MSEDCL to kindly share the wish list / count for the project estimation.	Refer the new RFP
315	Section 6, Clause 7	130	End User Training	We request MSEDCL to clarify on below points, 1) we assume ERPSI certified SAP consultant can provide this traning to core team member of MSEDCL. Please confirm. 2) The course and responsibility of ERPSI will be limited to SAP Application traning and not for cloud infra , Network etc. Please confirm. 3) kindly provide the location count and city for traning. 4) kindly provide no of employee to be trained at each location module wise. 5) We understand that any traning certification for MSEDCL core team if needed will not be in bidders scope. Please confirm. 6) Traning will be one time activity, i.e, post SAP ECC to S/4 HANA migration and not every year. Please confirm. 7) End user traning will be handled by MSEDCL business/ core team under train the trainer approach. Please confirm.	Refer the new RFP
316	Section 4, Form 2	83 & 86	Part E - ERP System Audit	As per the Price Bid section mention under Form 2, ERPSI needs to provide the pricing for the ERP System - OEM Audit Cost which is the part of the total cost of PART 1 ERP SYSTEM - IMPLEMENTATION PHASE COST. However, payment terms for the Part E has not been mentioned under Payment Terms section 14.3. Hence, we request MSEDCL to kindly provide the payment terms of Part E as 100% advance been OEM Audit cost. Or We request MSEDCL to procure the ERP OEM Audit directly from OEM, similar steps was been taken by some of the utility companies.	Refer the new RFP
317	Section 4, Form 2	89	Part L - Annual ERP SaaS Cost and Part M	We understand that ERPSI needs to provide the costing of each year of SAP RISE cost (SaaS) after successful Go-Live of ERP system under Part M and payment of Part M are linked to payment terms mentioned in Part L. Hope our understanding is correct. Please confirm.	Refer the new RFP
318	Section 4, Form 2	90	ERP System - Total Cost for MSEDCL (Part I and Part II) and ERP SaaS Model - Total Cost for MSEDCL	As per this section, Part E, Part F, Part L and Part M are out of Scope, however, as per Tender document, all the services mentioned under this sections are part of Scope. Hence, we request MSEDCL to amend both the sections as per the Scope of the services.	Refer the new RFP
319	Section 6, Clause 3.1 (sub-clause 7)	95	Secured network services for cloud connectivity between existing MSEDCL cloud and upcoming SAP cloud.	We request MSEDCL to confirm on the bandwidth required between existing Cloud to the proposed SAP Cloud.	As per RFP
320	Section 6, Clause 11.2	154	Procurement of Infrastructure	This RFP infrastructure is related to SD WAN or which infastructure, please confirm.	As per RFP