



एनर्जी एफिशिएंसी सर्विसेज लिमिटेड
विद्युत पंत्रालय के सार्वजनिक क्षेत्र के उपक्रमों की संयुक्त उद्यम कंपनी
ENERGY EFFICIENCY SERVICES LIMITED
A JV of PSUs under the Ministry of Power

Amendment No. 5

Ref: EESL/06/2022-23/OTE/AMS-SAP/222312015/Amdt. – 5

Date: 06.02.2023

To,

M/s

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Sub: Amendment No. 5 in Tender/RfP No. EESL/06/2022-23/OTE/AMS-SAP/222312015 Dated: 23.12.2022 for “Hiring of Agency for Application Maintenance and Support related services for ERP –SAP Solution at EESL.”

Ref:

1. NIT/Bid Document No. EESL/06/2022-23/OTE/AMS-SAP/222312015 Dated: 23.12.2022).
2. Amendment No.1 dated: 30.12.2022, Amendment No.2 dated: 19.01.2023, Amendment No.3 dated: 25.01.2023 and Amendment No.4 dated: 03.02.2023.

Dear Sir/Madam,

The following Amendment (s) to above mentioned RfP are hereby authorized: -

1. For replies against QR related queries, please refer to attached Annexure – A.
2. For replies against other than QR related queries, please refer to attached Annexure – B.

Rest all terms and conditions of RfP remains unchanged.

Thanking You,

for and on behalf of EESL

Neeraj Pal
06/02/2023

Neeraj Pal
DM (Contracts)

पंजीकृत कार्यालय: एन. एफ. एल. बिल्डिंग, पाँचवा और छठा तल,
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Annexure - A

NIT/Bid Document No.: EESL/06/2022-23/OTE/AMS-SAP/222312015 dated: 23.12.2023

Name of the Tender/Package: Hiring of Agency for Application Maintenance and Support related services for ERP -SAP Solution at EESL.

Sl No.	Query Reference/ Clause as per RfP	Clause	RFP Section	Page	Query/Request	Clarified as
1	Bidder should be a CMM/ CMMi Level 5 certified company OR Gold and above Partnership with SAP	Section 4, Part-B, A	Eligibility Criteria, Point No - 2, Page No		We request the department to split the eligibility clause into two separate mandatory clause in the eligibility criteria	Clarified as: No change
2	Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order along with copies of any document in respect of satisfactory execution/ completion certificate of each of those purchase orders/ work orders such as (i) Successful completion* (OR) (ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted. Work orders along with its evidence for successful completion / execution shall be submitted along with the Bid in support of meeting the QR requirement. "Successful means certificate issued by the client without any adverse remarks".	Section 4, Part-B, B	Qualifying Requirements, Point No - 1.1.1, Page No 102		We request the department to change the clause to - Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order along with copies of any document in respect of satisfactory execution/ completion certificate / Go-Live of each of those purchase orders/ work orders such as (i) Successful completion* (OR) (ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted. Work orders along with its evidence for successful completion / execution shall be submitted along with the Bid in support of meeting the QR requirement. "Successful means certificate issued by the client without any adverse remarks".	Clarified as: Below is already mentioned in the RfP Document (Refer QR Sr. No. 1.1.1): <i>The work "executed" mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed / closed. However, the work executed / completed must include "Similar work" as above.</i> <i>In case of orders under execution, the value of work executed till originally scheduled date of bid opening as per NIT as certified by the Client shall be considered. However, the work executed must include "Similar work" as above.</i> Further Below is also mentioned in the RfP Document (Refer QR Sr. No. 1.1.1): <i>Completion certificate of each of those purchase orders/ work orders such as</i> <i>(i) Successful completion*</i> <i>(OR)</i> <i>(ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted.</i>
3	Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order along with copies of any document in respect of satisfactory execution/ completion certificate of each of those purchase orders/ work orders such as (i) Successful completion* (OR) (ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted. Work orders along with its evidence for successful completion / execution shall be submitted along with the Bid in support of meeting the QR requirement. "Successful means certificate issued by the client	Section 4, Part-B, B	Qualifying Requirements, Point No - 1.1.2, Page No 102		We request the department to change the clause to - Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order along with copies of any document in respect of satisfactory execution/ completion certificate / Go-Live of each of those purchase orders/ work orders such as (i) Successful completion* (OR) (ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted. Work orders along with its evidence for successful completion / execution shall be submitted along with the Bid in support of meeting the QR requirement. "Successful means certificate issued by the client without any adverse remarks".	Clarified as: Below is already mentioned in the RfP Document (Refer QR Sr. No. 1.1.1): <i>The work "executed" mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed / closed. However, the work executed / completed must include "Similar work" as above.</i> <i>In case of orders under execution, the value of work executed till originally scheduled date of bid opening as per NIT as certified by the Client shall be considered. However, the work executed must include "Similar work" as above.</i> Further Below is also mentioned in the RfP Document (Refer QR Sr. No. 1.1.1): <i>Completion certificate of each of those purchase orders/ work orders such as</i> <i>(i) Successful completion*</i> <i>(OR)</i> <i>(ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted.</i>

4	Documentary evidence shall be furnished along with the bid.Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order along with copies of any document in respect of satisfactory execution/ completion certificate of each of those purchase orders/ work orders such as(i) Successful completion*(OR)(ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted.Work orders along with its evidence for successful completion /execution shall be submitted along with the Bid in support of meeting the QR requirement. "Successful means certificate issued by the client	Section 4,Part-B, B Qualifying Requirements,Point No - 1.1.3, Page No 102		We request the department to change the clause to Documentary evidence shall be furnished along with the bid.Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order along with copies of any document in respect of satisfactory execution/ completion certificate / Go-Live of each of those purchase orders/ work orders such as(i) Successful completion*(OR)(ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted.Work orders along with its evidence for successful completion /execution shall be submitted along with the Bid in support of meeting the QR requirement."Successful means certificate issued by the client without any adverse remarks".	<p>Clarified as: Below is already mentioned in the RfP Document (Refer QR Sr. No. 1.1.1):</p> <p><i>The work "executed" mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed / closed. However, the work executed /completed must include "Similar work" as above.</i></p> <p><i>In case of orders under execution, the value of work executed till originally scheduled date of bid opening as per NIT as certified by the Client shall be considered. However, the work executed must include "Similar work" as above.</i></p> <p>Further Below is also mentioned in the RfP Document (Refer QR Sr. No. 1.1.1):</p> <p><i>Completion certificate of each of those purchase orders/ work orders such as</i></p> <p><i>(i) Successful completion*</i> <i>(OR)</i> <i>(ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted.</i></p>
5	Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956 and further amendment thereof)ORA registered partnership firm (registered under section 59 of the Partnership Act, 1932)ORA limited liability partnership (under the Limited Liability Partnership Act, 2008)(No Consortium is allowed in the tender)	Section 4,Part-B, A Eligibility Criteria,Point No - 1, Page No 100		As per our understanding ,consortium is not allowed in this tender. We request the department to confirm the same.	<p>Clarified as: Consortium is not allowed in this tender, Provisions of RfP is amply clear</p>
6	Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956 and further amendment thereof)	"Section 4 Part-B (QR) A. Eligibility Criteria: Clause no 1"	100	This is a very critical and complex project, wherein core ERP system that has been used and stabilized at EESL since 2016 and it is expected to be supported for a further three years. It is vital to onboard an SI who has been into IT software & services business for past 10 years at least. We request to add the below clause in the said PQ. The bidder should have a presence and completed at least 10 years in IT/ ITES.	<p>Clarified as: No change</p>
7	Bidder should be a CMM/ CMMi Level 5 certified company OR Gold and above Partnership with SAP	Section 4 Part B (QR) A. Eligibility Criteria clause no 2	100	CMMI was originally developed at Carnegie Mellon University in US and CMMI Institute is the official body to appraise organizations for CMMI. We have observed many organizations acquire CMMI from other bodies. Hence it is required that the validity of CMMi is verified from its official website. We request to amend the criteria for the CMM/CMMi level 5 as mentioned below: The Bidder should be a CMM/ CMMi Level 5 certified company and its name should be validated through https://cmmiinstitute.com/	<p>Clarified as: No change</p>

8	Bidder should have successfully executed / completed 'Similar work' in the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT). • Single Work Order valued Rs. 2.72 Crore OR • Two Work Orders each valued Rs. 1.70 Crore OR Three Work Orders each valued Rs. 1.36 Crore	Section 4 Part B (QR) B. Qualification of the bidder clause no 1.1.1	102	Based on EMD, we assume that the Project cost is approx. Rs. 8-10 Cr., as per MeitY guidelines, Model RFP clause no. 1.4.4 "Project Experience: Number and Value of Projects" it states as below: "a) One project of similar nature costing not less than the amount equal to 80 – 100% of the estimated value of assignment to be awarded b) Two projects of similar nature costing not less than the amount equal to 50 – 60% of the estimated value1 of assignment to be awarded c) Three projects of similar nature costing not less than the amount equal to 40-50% of the estimated value1 of assignment to be awarded" Hence, we hereby request you to kindly amend the experience criteria as per MeitY guidelines and the project value currently mentioned should be increased. Further the experience should be in India with Govt/ PSUs. This would make it relevant to this RFP.	Clarified as: Provisions of RFP shall remain unchanged, bidder to note that various provisions of the RFP document interalia qualifications etc., are based on the nature of the scope covered, duration of work, estimated cost etc., inline with the established practices, procedures and policy of EESL.
9	Bidders should have an Average Annual Turnover (ATO) of Rs. 1.02 Crore during the last 3 Financial Years.	Section 4 Part B (QR) A. Eligibility Criteria clause no 1.2.1	104	Based on EMD, we assume that the Project cost is approx. Rs. 8-10 Cr., as per MeitY guidelines, Model RFP, clause no. 1.4.1 "Related Turnover" it states that "minimum Scope of Work related Turnover as five (5) times the estimated value of the assignment being tendered". Therefore, we request to amend the turnover criteria accordingly as mentioned below: Bidders should have an Average Annual Turnover (ATO) of Rs. 50 Crore from IT / ITES during the last 3 Financial Years.	Clarified as: Provisions of RFP shall remain unchanged, bidder to note that various provisions of the RFP document interalia qualifications etc., are based on the nature of the scope covered, duration of work, estimated cost etc., inline with the established practices, procedures and policy of EESL.
10		Page 100 point 2		Please make it to "CMMi Level 5 and SAP Gold and above" in place of "CMMi Level 5 or SAP Gold Partner and above"	Clarified as: No change
11		Page 101 point 5		Please change this to "To the best of knowledge and available information, As on Date should not be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped at company's Letter Head"	Clarified as: No change
12		Page 104 point 1.2.1		Please change this clause as "Bidders should have an Average Annual Turnover (ATO) of Rs. 100 Crore during the last 3 Financial Years."	Clarified as: No change

Annexure - B

NIT/Bid Document No.: EESL/06/2022-23/OTE/AMS-SAP/222312015 dated: 23.12.2023

Name of the Tender/Package: Hiring of Agency for Application Maintenance and Support related services for ERP –SAP Solution at EESL.

Sr No.	Query Reference/ Clause as per RfP	Clause	RFP Section	Page	Query/Request	Clarified as / Amended as
1	Landscape - ECC	General	Server Landscape - ECC		Specify current Server Landscape as below A - ECC 1. Development server 2. Quality server 3. Production Server . 4. Database HANA 1.0 or 2.0	Clarified as: Landscape: 3- tier Landscape (Dev, Quality, Production) Version: ECC 6.0 EHP 8.0, Database: HANA 2.0
2	Landscape - EP (Enterprize Portal)	General	Server Landscape - EP		Specify current Server Landscape as below B - EP 1. Development server 2. Quality server 3. Production Server . 4. Database HANA / Sybase with version	Clarified as: Landscape: 3- tier Landscape (Dev, Quality, Production) Database Version: Sybase 16.0 SP4PL02
3	Landscape - Fiori	General	Server Landscape -Fiori		Specify current Server Landscape as below C - FIORI 1. Development server 2. Quality server 3. Production Server . 4. Database HANA / Sybase with version	Clarified as: Landscape: 3- tier Landscape (Dev, Quality, Production) Database Version: Sybase 16.0 SP2PL04
4	Landscape - BW	General	Server Landscape -B/W		Specify current Server Landscape as below A - B/W 1. Development server 2. Quality server 3. Production Server . 4. Database HANA / Sybase/ MAXDB with version	Clarified as: Landscape: 3- tier Landscape (Dev, Quality, Production) Database Version: HANA 1.0
5	Landscape - BPC	General	Server Landscape -BPC		Specify current Server Landscape as below A - BPC 1. Development server 2. Quality server 3. Production Server . 4. Database name with version 5. Standalone or Embedded	Clarified as: Landscape: 3- tier Landscape (Dev, Quality, Production)

6	Landscape -PO	General	Server Landscape -PO (Process Orchestration)		Clarify whether implementation is using product PI (Process Integration or PO (Process orchestration) . Page no under scope it is mentioned PO however, at page no 121 is mention PO . Incase of PO Specify current Server Landscape as below A - PO 1. Development server 2. Quality server 3. Production Server . 4. Database HANA / Sybase/ MAXDB with version	Clarified as: Landscape: 3- tier Landscape (Dev, Quality, Production) Vesrion: Sybase 16.0 SP2PL04
7	Solution Manager	General	Solution Manager		Functionalities such as 1. ITSM 2. CHARM 3. HelpDesk 4. menion if any other functionality is implemented 5. Database name and version	Clarified as: The following functionalities are available: 1. ITSM 2. HelpDesk 3. Database: Sybase 16.0 SP2PL04
8	Company code	General	Enterprize Structure		Clarify how many company codes are in scope of implementation	Clarified as: Only one company code is configured as of now
9	Location f support	General			Clarify how many Geographical locations are in scope of support . Such as name of city	Clarified as: The support location would be corporate office (New Delhi). But if required, resource may be sent to EESL state offices wherein the traveling, boarding, lodging charges would be borne by EESL.
10	Plants	General	Enterprize Structure		Clarify how many plants here inventory is managed	Clarified as: All the states are considered as plant. Hence, approx. 37 plants are there.
11	Payroll Area	General	Enterprize Structure		How many Payroll area	Clarified as: One (1) payroll area is implemented

12	Scope of work	6.1	6. SAP PI	110	Please clarify whether 1. SAP PI (Process Integration) is implemented for 3rd party or SAP PO (Process Orchestration) is implemented for 3rd party 2. Version incase PO 3. Name of of 3rd Party application 4. Number of integration	Clarified as: 1. SAP PO is being used for external applications. Extensively for e-billing. 2. Database Version: Sybase 16.0 SP2PL04 3. e-Invoicing tool and GST portal (govt), attendance portal
13	Scope of work	6.1	7.SAP ABAP	110	How many ABAP Development has been under the scope of support	Clarified as: Minimum 250 no of RICEFW (Rice of object)
14	Scope of work	6.1	9.SAP BPC	110	It is mentioned that BPC is implemented Partially . Please clarify upto what extent it is implemented meaning there by 1. whether Budgeting and planning of BPC is implemented? 2. Number of company code which are coconsolidated using BPC 3. Version of BPC	Clarified as: 1. BPC is partially implemented till production system, but not being used. Consolidation is not implemented but provision is there. 2. Only one (1) company code is configured (ECC).
15	Scope of work	6.1	10. SAP BW	110	1 .Clarify version of BW which are implemented and in use 2. How many reports are in use 3. How many dashboard are in use	Clarified as: 1. Database Version: HANA 1.0 2. 50+ reports are implemented 3. No dashboard is there
16	Scope of work	6.1	11.SAP Fiori	110	1. Version of Fiori implemented 1. Server is embedded or standalone 2. How many standard Apps are activated and in use 3. How many customized Fiori Apps are implemented and in use	Clarified as: 1. Database Version: Sybase 16.0 SP2PL04 2. Server is standalone 3. No of standard apps: Approx 7 4. No of customised FIORI apps: 2-3 approx
17	Part - C Technical Specifications of Section -4 3.0 Current implementation status of EESL	Pat -C Section -4	4. HR & Administration (Time & Leave Maagement , Travel Management) SAP HCM	108	Clarify whether time management is positive or Negative ?	Clarified as: Negative
18	Do	Pat -C Section -4	5. Employee Self Service (Through SAP ERP) ESS/ MSS	108	Please clarify what functionalities of ESS and MSS are in use 1. Leave (Yes / No)	Clarified as: YES

19	Do	Pat -C Section -4		108	2. Travel (Yes / No)	Clarified as: YES
20	Do	Pat -C Section -4		108	3. Training and Event	Clarified as: NO
21	Do	Pat -C Section -4		108	4. Employee Performance appraisal	Clarified as: YES
22	Do	Pat -C Section -4		108	5. Other functionalities such as Reimbursement , Employee profile ,Tax investment , Payslip etc	Clarified as: YES
23	Do	Pat -C Section -4		108	6. All above are implemented under Fiori or Netviewer ?	Clarified as: All the above functionalities are available Netweaver which linked to FIORI. Functionalities in FIORI: Leave, Travel, Employee Profile, Pay Slip
24	Do	Pat -C Section -4	6. Payroll - SAP PY)	108	7. Version incase of Netviewer ?	Clarified as: Netweaver Version: 7.5
25	Do	Pat -C Section -4	7.Incident Management for Support of SAP Modules	108	Clarify vesion of Solution Manager	Clarified as: SolMan Version: 7.4 SP19
26	Do	Pat -C Section -4	8. Project Monitoring , planning and budgeting	108	Clarify whether project scheduling is also in use or being used to the extent of financial planning , budgeting and reporting)	Clarified as: Currently not in use but planned to be developed
27	Do	Pat -C Section -4	9. ESS Functionality on mobile - FIORI	108	Clarify how many Fiori Apps are in use	Clarified as: No of FIORI Apps are in use: approx 7
28	Do	Pat -C Section -4	10.Finance (Asset & Vendor Management) - SAP FI	108	Clarify whether Asset Management is implemented with FICO module or EAM (Enterprize Asset Management) has been implemented	Clarified as: Asset management is only implemented in FICO model
29	Do	Pat -C Section -4	11.Integration of SAP with other SAP and Non-SAP Applications	108	Number of 3rd party integration implemented	Clarified as: EESL Internal application, e-Invoicing tool , GST portal (govt) and attendance machine (biometric) are integrated with SAP.
30	Do	Pat -C Section -4	12. Business planning and consolidation	108	It is mentioned that BPC is implemented Partially . Please clarify upto what extent it is implemented meaning there by	Clarified as: Refer reponse at point no 15

31			13. SAP BW	108	It is not mentioned in the scope of support however, not included in support scope . Please clarify if to be included Also mention version ? Number of Reports ? Number of dashboard ?	Clarified as: Refer reponse at point no 16
32	Manpower Details for Support	6.3	Technical ABAP support , Portal EP , PI , Solution Manager	115	1. Quantity one is mentioned against ABAP , EP , PI and Solution Manager Resource. However, it is not possible to have skill in single consultant 2. Please specify which consultant to be deployed on site and balance to be kept offshore	Amended as: Manpower details for Support: - 4. Functional Onsite 1 Human Resources Management (HRMS, Payroll, PMS, EP Portal) 6. Technical Onsite 1 ABAP support Note: For those module which are not mentioned in Manpower details, support may be provided by the Offsite team of selected bidder.
33	Necessary action to ensure availability 24 X 365	6.3		119	Will SLA be calculated even weekly off. We assume tickets if created during working hours that will be used for SLA	Clarified as: Only EESL working hours would be considered for SLA
34	Ensure RTO and RPO	6.3	for DR RTO and RPO is to be ensure	118	What is our role in to this as this is cloud infra responsibility	Clarified as: The cloud partner would be primarily responsible for the RPO & RTO but SAP AMS partner would extensively support the cloud partner to maintain RPO and RTO of SAP applications.
35	Key are of responsibility is to document , update and	6.3	upgrade the existing SAP environment	118	Please clarify upgrade means within same version i.e EHP kernal , HR patches etc . No version upgrade from existing to S/4 HANA etc	Clarified as: Upgradation means: SAP cloud/ infra/server/application update/ upgrade would be included but not from ECC / EHP to S4HANA
36		6.5	Planning and implementation of SAP system upgrades	119	Clarify whether upgrade is planned within ECC or migration to S/4 HANA?	Refer reponse at point no 35
37					We assume SAP Solution Manager is the ticketing tool that is being used for SAP AMS. Could you pl let us know - Version of Solution Manager being used - Is this being used for Incidents as well as Change Request Management	Refer reponse at point no 7

38		Page 01 & 02 of Part C	We assume only the modules mentioned as "Implemented" in the table on Page 01 are part of support scope. Please confirm.	Clarification: Refer point no 3 of Note of Clause 6.3, Page No: 115
39		Point 21 Page 05 of Part C	What has been the frequency of "Urgent Work" over the past one year	Clarification: During the time of financial closing at every quarter.
40		Point 01 under Section 6.2.1 Page 06 of Part C	Could you provide the list or number of cluster and State offices that SAP consultants may have to visit	Clarified as: Refer response at point no 9 & 10
41		Point 01 under Section 6.2.1 Page 06 of Part C	What has been the frequency of visits to these Cluster and State Offices over the past one year.	Clarified as: Generally, all the enhancement/modifications are handled from Corporate office. But, if any crucial requirement arrives at cluster/ state offices then concerned person has to visit offices.
42		Section of 6.3 Page 08 of Part C	In Human Resources Management HRMS, Payroll, and PMS are different skills. However only 1 resource has been requested for onsite to support HR. Could you please clarify if we can consider additional skills to support from Birlasoft's offshore locations.	Clarified as: HCM resource would be stationed at EESL CO, however, the support may be taken from offsite support team to complete the related task mentioned in this point. Refer response at point no 33 & 39
43		Section of 6.3 Page 08 of Part C	ABAP, Portal (EP), PI and Solution Manager require different skills for support. Here too only 1 resource has been requested at onsite. Can we consider EP, PI and Solution Manager consultant to be based offshore at Birlasoft office locations.	Clarified as: ABAP resource would be stationed at EESL CO, however, the support may taken from offsite support team to complete the related task mentioned in this point Refer response at point no 33 & 39
44		B Page 18 of Part C	Solution Manager at EESL does not have SLA reporting set up. We assume penalties will be applicable only after the SLA's reporting is set up in Solution Manager , Please confirm.	Clarified as: Bidder is responsible to setup the SLA reporting in SolMan.SLA may be calculated in SolMan or manually.

45	Within twenty-eight (28) days after receipt of the Notification of Award, the successful bidder shall furnish the performance security for ten percent (10%) of the contract price or as specified in RfP/Bidding Documents and in the form provided in the section "Forms and Procedures" of the bidding documents or in another form acceptable to the EESL.....	Section no 2 Clause no 5.6	27	As per the Special Condition of the contract at page no. 131, Performance security is 3% only. Kindly confirm the same.	Clarified as: Contract Performance Security (CPS) <i>(which is three percent (3%) of the contract price)</i> is to be submitted as per Part – D of Section-4 SPECIAL CONDITIONS OF CONTRACT (SCC)
46	Issuance of Securities The Implementing Partner shall provide the securities specified below in favour of the EESL at the times, and in the amount, manner and form specified below.	Section no 3 General Terms and conditions clause no 13 Securities clause no 13.1	47	This does not seem relevant to the scope of this tender, please confirm and delete the same. The GCC has many such clauses that are not relevant to the IT project. We suggest relooking and delete those are not applicable.	Clarified as: In case any clause/provision mentioned in the RfP/Bidding Documents is not applicable with respect to scope of work required to be completed by the Contractor/Supplier, such clause/provision shall become redundant.
47	Supplementing ITB 1.4 Regarding Bank details.	Section 4 Clause no 5 (ITB 1.4)	90	Generally, Bankers need details like Bank Name and Branch Name for making Bank Guarantee towards EMD and PBG. So, kindly confirm whether we can use the same banking details for preparing the bank guarantee.	Clarified as: Bank details mentioned in "Part-A (Bid Data Sheet) of Section-4" may be used.
48	Project Background In 2016, SAP based ERP solution was implemented in EESL with the version ECC (6.0 EHP8) which runs on HANA database wherein all the application run on the Sybase /Max DB/HANA database. This system is installed at the private cloud at Mumbai which is configured in TDI/VMware virtualized environment with High availability. Server monitoring, security and backup are being handled by EESL with the help of M/S SAP India and M/S ESDS team.	Section 4 Part C Clause no 3	108	We request you to please share more details about the existing ERP landscape. - How many existing SAP users are there using current system. - Which are the other systems that are integrated with SAP.	Clarified as: 1. Currently, there are approx 300 SAP users. 2. EESL Internal application, e-Invoicing tool , GST portal (govt) and attendance machine (biometric) are integrated with SAP etc.

49	Support services should be started within 4 weeks from the date of the award. & 4. Knowledge transfer for existing SAP system landscape to EESL team / partner for four weeks before exit from the site.	Section 4 clause no 5 Work Completion Schedule	109 & 123	As per RFP terms, we understand the requirement of specific manpower to be deployed onsite/offsite, as well as knowledge transfer from the existing partner. These both activities are very essential for the successful execution of the project It is currently planned as per RFP that, the successful bidder will be given 4 weeks' time from the contract date to start the work. Looking at the current market scenario 4 weeks' time is very less to start the work hence we hereby request you to kindly extend the onboarding of the resources from 4 weeks times to 8 weeks' time to start the project. And, after the onboarding of resources, 4 weeks' time given for Knowledge transfer from the existing vendor is very less hence we hereby request you to kindly extend the knowledge transfer from 4 weeks to 8 weeks' time.	Clarified as: No Change
50	Partial Implementation	Section 4 Part C Clause no 3 Implementation	109	We understand that some modules like FI, PI, BPC, etc are implemented partially, hence we would request to clarify if the further implementation of these modules is part of the scope of the successful bidder. Please confirm.	Clarified as: Yes, further implementation would be a part of Scope (Support/ CR) based on the CR Note mentioned in clause 6.2.2, page no 114
51	Helpdesk (ITSM ticketing)	Section 4 Part C Clause no 6 sub para no 6.1 part 2	110	We request you to please give more details about total count of tickets and their breakups count on the basis of category of complexity like: Simple, Medium, and Complex on year and module wise for at least last 3 years. This information is required to decide the team required for AMS.	Clarified as: Average 3000 tickets yearly.
52	Quality assurance through self-Quality check, OEM audits and compliance of OEM recommendations.	Section 4 Part C Clause no 6 sub para 16	112	We understand that the cost of the OEM audit will be borne by the EESL, please confirm. Also, share details about the frequency of these OEM audits during project tenure.	Clarified as: Audit would be completely dependent on the frequency enhancement in the application or based the compliances raised from Internal Company Secretary dept/ any Ministry instructions.

53	Deployment of resources on-site at the desired location mostly at corporate office, in case needed, resources have to travel to cluster offices or State offices as per the business need.	Section 4 Part C Clause 6.2 sub para 6.2.1	113	Kindly provide a list/ number of offices (cluster, states, other offices) with the location detail. Please confirm our understanding that the EESL will pay the travel expenses.	Clarified as: Refer response at point no 9 & 10
54	Functional overview training, detailed functional training, technical training and end-user training, if required.	Section 4 Part C Clause 6.2	113	Please share more details about the training like no. of training, no. of participants, required infra for training etc. to understand the scope in detail.	Clarified as: Training would be completely dependent on the new enhancements/ features added in the system (not regular). But, if any crucial requirement arrives at cluster/ state offices then concerned person has to visit offices.
55	Migration of Complete Landscape from existing cloud to new cloud service provider.	Section 4 Part C Clause 6.2	121	Kindly provide more detail about the existing architecture and landscape, database size to understand the scope in a better way.	Clarified as: 1. Landscape/ architecture: 3- tier Landscape (Dev, Quality, Production) 2. Database size: ECC: 400 GB
56	Migration of Complete Landscape from existing cloud to new cloud service provider.	Section 4 Part C Clause 6.5	121	We understand that the new cloud will be provided by the EESL, please confirm.	Clarified as: Yes
57	ITSM (Solman) shall be used as the Help Desk which needs to be established at EESL, Corporate Office, Delhi.	Section 4 Part C Clause 6.6 ITSM (SolMan) help desk and Support	121	We understand that all infra, space and necessary hardware would be provided by EESL and the successful bidder has to provide the necessary resources to run the Helpdesk, please confirm.	Clarified as: Refer point 8 at clause 6.1, page no 111
58	Successful bidder should develop a report in SOLMAN/ITSM to share a monthly/Quarterly report to provide a detail about the work carried out in ITSM/CHARM adhering to SLA The penalty would be calculated monthly as follows.....	Section 4 Clause B Breach of SLA	126	The penalty for breach of SLA is very high and it would demotivate the prospective bidders from participating in the bid. Hence, we request EESL to re-look at this SLA penalty and reduce the same. The multiplying factor of 10 and 5 is too high. please consider reducing the same.	Clarified as: No Change
59	2) SLA time for resolution of the issues will be as below: Criticality 2 (High) : 2 Business Days/ ASAP Criticality 3 (Medium) : 5 Business Days/ ASAP	Section 4 Clause B Breach of SLA	126	Given parameter for SLA time for resolution of the issue for Criticality 1 (Critical) is suitable but other resolution parameters are stringent. Hence, we request to EESL to re-look in the same and amend as requested below. - 4 Business Days/ ASAP for Criticality 2 (High) - 10 Business Days/ ASAP for Criticality 3 (Medium)	Clarified as: No Change

60	For Criticality -I items - subject to a maximum of 20 % in a year of total contract value. ● For Criticality level-II items - subject to a maximum of 15 % in a year of total contract value. ● For other items - subject to a maximum of 10	Section 4 Clause B Breach of SLA	126	In reference to clause no GCC 26 (Supplement clause 26) the mentioned LD CAP is a maximum 5% of the contract value + Applicable GST. In the same line, we understand that the overall penalty should not be more than 5%. of the total contract value+ applicable GST for all LD, penalties etc, in any case. Please review the same and amend it accordingly.	Amended as: ● For Criticality -I items - subject to a maximum of 5 % in a year of total contract value. ● For Criticality level-II items - subject to a maximum of 5 % in a year of total contract value. ● For other items - subject to a maximum of 5 % in a year of total contract value.
61	Absenteeism If the onsite consultant fails to attend EESL office without suitable replacement being provided by the vendor, a penalty of Rs. 2500/- per day per consultant shall be imposed on the vendor and the same will be deducted from the ensuing quarterly/monthly bill of the vendor. The man-days rate would also not be payable.	Section 4 Part C Clause B Breach of SLA	127	We request to allow 2-3 days of leave per month (without impacting SLAs) to the deployed manpower. Kindly consider the same.	Clarified as: No Change
62	Annexure -IV	Page No.105, Clause 1.2.2		Annexure-IV is missing in the RFP. Please provide the Annexure-IV	Amended as: Bidder is required to submit the said Amnnexure-IV as per the format attached as Attachment-12A. The said Attachment-12A shall be part of the Bid and required to be submitted along with Attachment-12 mentioned at Sl. No. B.11 of ITB 2.1 in Part-A (BDS) of Section-4 of the RfP Documents.
63	Manpower details for Support	Page No.114, Clause 6.3		1.We required more clarity on the Resource deployment Clause, need break up of resources Onsite and Offsite separately. 2.Please clarify whether the resources need to be SAP Certified or not.	Clarification: Resource requirment is clearly mentioned in RfP page no: Clause 6.3 page 113 However, the response at point no 33 & 39 may be referred
64		General		Please share the ticket dump for last 12 months	Clarification: Refer response at point 62
65		10. Evaluation Criteria / Page 127		Please change evaluation from L1 to QCBS 80:20	Clarified as: No Change
66		Page 187, Payment terms		Please provide 10% mobilization advance and also change payment from quarterly payment to monthly payments	Clarified as: No Change

67		Page 44 point ia		The following text is given in the RFP document "For any item of spares ordered or to be ordered by the EESL for 3 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/ component, the Defect Liability Period will be twelve (12) months from the scheduled date of commercial operation of main equipment/ plant under the Contract." Please remove this as this is not part of SAP AMS engagement.	Clarified as: In case any clause/provision mentioned in the RfP/Bidding Documents is not applicable with respect to scope of work required to be completed by the Contractor/Supplier, such clause/provision shall become redundant.
68		Page 133, sl 10		Please remove risk purchase clause	Clarified as: No Change
69		Page 127		Please change below clause and allow some holidays / leaves to consultants in event of sick leaves or allowed earned leaves "If the onsite consultant fails to attend EESL office without suitable replacement being provided by the vendor, a penalty of Rs. 2500/- per day per consultant shall be imposed on the vendor and the same will be deducted from the ensuing quarterly/monthly bill of the vendor. The man-days rate would also not be payable."	Clarified as: No Change
70		General		Will EESL support in transitioning of services from existing vendor to new new vendor?	Clarified as: EESL will support in coordination between both the parties.
71		Page 110		Helpdesk (ITSM ticketing) is mentioned in scope of services. Are we responsible for ticket triaging, configuration of ITSM also?	Refer response at point no 33 & 39
72		Page 100 point 2		Please make it to "CMMi Level 5 and SAP Gold and above" in place of "CMMi Level 5 or SAP Gold Partner and above"	Clarified as: No Change
73		Page 101 point 5		Please change this to "To the best of knowledge and available information, As on Date should not be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped at company's Letter Head"	Clarified as: No Change, this shall be submitted as per format provided in RfP Document

16. FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES

BANK CERTIFICATE

This is to certify that M/s. _____ (insert Name & Address of the Contractor) _____ who have submitted their bid to(insert name of the Employer)..... against their tender specification Vide ref. No. for (insert name of the package alongwith the project name) is our customer for the past years.

Their financial transaction with our Bank have been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

Sl. No.	Type of Facility	Sanctioned Limit as on Date	Utilisation as on Date

This letter is issued at the request of M/s. _____.

Signature _____

Name of Bank _____

Name of Authorised
Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK