

ASSAM POWER GENERATION CORPORATION LTD.

2nd Response to Bidder's Query

NIT: APGCL/CGM(G)/2017/ERP TENDER/5 dated 28/11/2017

Name of work: Supply, Configuration, Integration, Installation, Implementation & Support of ERP Application Software for APGCL, Guwahati, Assam, India.

Sl. No.	Section No	Page No.	Clause No.	Clause	Query / Clarification sought	APGCL's Reply
1.	Section 3			PQ criteria (Section 3) : Power Sector Experience	Instead of 2 similar ERP projects of value 0.8 Million USD in Power Sector (All partners combined) in Last 3 years it should be last 5 Years.	Please see the 2 nd Corrigendum
2.	Section 3			PQ criteria (Section 3) : Power Sector Experience	Also instead of 2 projects having value of 0.8 Million USD one for 0.8 Million USD and other for atleast 0.4 Million USD.	No Change.
3.	Section 3			PQ criteria (Section 3) : Product Experience	This clause should also include global credentials and not limited to South Asian Region.	No Change
4.	Section 3			PQ criteria (Section 3) : Product Experience	Also instead of Government/Public Sector it should include other Private Sector Corporations.	No Change
5.	Section 3			PQ criteria (Section 3) : Product Experience	Experience should be last five years instead of Three years.	Please see the 2 nd Corrigendum
6.	Section 3			PQ criteria (Section 3) : Product Experience	Successful completion as main supplier within the last three (3) years, of implementing at least one (1) ERP implementation project in Government/ Public Sector Organization in South Asian Region (preferably in India) based on the Bidder's proposed ERP product which are valued at least USD Eight Hundred	Please see the 2 nd Corrigendum

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					Thousand only (USD 8,00,000/-) with nature, and complexity (such as no of locations, No of ERP user, modules etc) similar to the scope of supply described in Section 6 (Schedule of Supply).	
7.	Section 3			PQ criteria (Section 3) : Other Requirements	CMMi Level 3 certification- In case the bidder has successfully completed the CMMi Level 3 review process it may be considered however an Undertaking for same to be submitted by the Prime bidder.	Noted. Proper documentation should be submitted for consideration.
8.	Section 3			TQ Criteria	Instead of limiting the experience to ERP implementation in South Asian Region countries, global experience to be allowed.	No Change
9.	Annex I & II- Version 1				With reference to the Tender no: ABD/APGCL/IFB/ERP/02 for ERP project, we would like to highlight that the Annexure I & II-Version 1 has the compliance table for the technical requirement of the tender document. In order to fill the compliance for the same we request you to please help us with the Excel/word or editable file which can be utilized to work on it. We tried to copy the contents to prepare the table also, but the document is protected I believe and no such actions can be performed on the same. we request you to kindly help us with the required details.	No Excel/word or editable file of the bid document will be provided.
10	Section 3				Under the Evaluation Matrix for Key sources it is been asked for positioning Generation Sector Specialist who must have worked as a CXO Level in his prior or	No Change. This is not a mandatory

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					<p>current assignment.</p> <p>As per our experience and understanding the person who works as a "Generation Sector Specialist" needs to have operational and domain expertise. Prior experience of working as a CXO level may be a desired choice but it should not be a mandatory clause for scoring purpose.</p>	<p>requirement. CXO post may be- for example: CGM(Gen)/ CGM(Hydro)/ CGM(Project)/ CGM(Operation)/ CGM(Finance)/ Head of Plant(GM/CGM level) etc.</p>
11	Section 3				<p>Under the Team Deployment Matrix it is being asked to name the resource(s) who would be committed in nature once the project is awarded to the bidder.</p> <p>Keeping the dynamics of the current IT Industry it is a humongous task to commit all the team members when the contract award date is uncertain when we consider the PSU tendering process and in this tender the bid validity is 180 days. So there is a likelihood the contract awarding process may take some more time.</p> <p>At the same time we can assure we would replace the projected team member(s) with equal experience and caliber if some of the members are not available for selection for this project when the contract is awarded to us.</p>	No Change

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01	Section 06 Schedule of Supply	2	1	1. List of Goods and Related Services	APGCL has factored 300 ERP User licenses which is inclusive of 300 nos. of Employee Self Service License". APGCL requires 1500 Employee Self Service License which is inclusive of this 300 " Is our Assumption correct. Please confirm.	Yes, only 1200 ESS License is required.
02	Section06 Schedule of Supply	8	B (iv)	Hardware Network & Communication Environment Requirements	Request pl. confirm details of assistance in DR strategy implementation, as it is expected to be out of scope	Hardware and network infrastructure should include Business Continuity Plan.
03	Section 06 Schedule of Supply	10-11	D (i), D(ii), D(iii)	Data Migration	Request you to amend the clause to consider the Data migration to be a joint activity. Data cleansing and validation of data prior to upload shall be owned by APGCL.	In any case, APGCL will validate the data and help in data cleansing.
04	Section 06 Schedule of Supply	12	E (V)	Implementation of ERP Solution: Arranging equipment, software and tools for development and testing of ERP solution	1. At what stage of the Project, will APGCL expected to provide the Data Centre and the related hardware? This will help the Implementing Partner to factor the cost for the temporary infrastructure. 2. Also please clarify if the SI can provide the temporary infrastructure on cloud.	This will be based on SI's proposal/advisory.
05	Section06 Schedule	12	G (i)	Integration	Please provide a Tentative List of Systems to be considered for Integration / Interfaces with	Integration will be primarily with

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	of Supply				ERP.	Bank/NPS, Gas Supply through data upload.
06	Section 06 Schedule of Supply	13	I	Testing and Commissioning	As per all Software development methodology, Implementing Partner would conduct Unit Testing and System Integration Testing, whereas the User-Acceptance Testing is to be done by the End Users, with the support from Implementing Partner, to test and accept the solution. Kindly confirm if we can adopt the same approach at APGCL?	No Comment
07	Section 06 Schedule of Supply	14-16	6	Designing and conducting training and change management workshops:	For end user training we recommend Train-the-trainer approach where the Implementation Partner will train one set of End Users centrally in the Project Location, who will in turn train the end users. Kindly confirm.	No Comment
08	Section 06 Schedule of Supply	14-16	L (ii) b.	Designing and conducting training and change management workshops:	Request pl. confirm that there will not be any system demo at the Solution Overview Training at the beginning of the implementation.	No Comment
09	Section 06 Schedule of Supply	14-16	L (ii) c.	Designing and conducting training and change management workshops:	Request pl. confirm if Technical Training can be carried out during the Support Phase post implementation, as Technical Training during the implementation is not the preferred time	No Comment
10	Section 06 Schedule of Supply	15	L (ii) d	Functional Training	Request pl. confirm that certification of participants in the training program of APGCL w.r.t ERP Product Vendor is not in the Scope of Work	No Comment
11	Section 06 Schedule of Supply	16	L (ii) i	Training Logistics	The RFP states that, all Training necessitates availability of the access of the ERP Training Systems through WAN/ LAN at that specific training location. Please confirm if APGCL will ensure that the	Agreed.

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					ERP - training system configured in Quality will be made available through LAN/ WAN at that specific training location.	
12	Section06 Schedule of Supply	16	N (i)	Free Upgrades	Request to remove/amend the clause related to Free Upgrades from Scope of Stabilization and Warranty, as these are to be considered as a different project from timeline and cost perspective, since it requires additional customization, testing, data migration etc. However application of notes and patches as and when there is statutory changes made by the Government will be considered as part of scope.	Upgrade to next version of ERP is excluded from scope of work. Please see corrigendum
13	Section06 Schedule of Supply	17	O (i)	Annual Technical Support and Annual Maintenance Support: b. Annual Maintenance Support (AMS) ii. Technical support	Kindly elaborate the expectations / Scope from the health audit to be undertaken every six months.	Will be discussed with SI
14	Section06 Schedule of Supply	18	O (iii)	Annual Technical Support and Annual Maintenance Support:	Request to remove/amend open ended requirements on Report creation/modification, workflow etc. during AMS, from scope, else please provide a maximum cap to such additional customization, which would enable us to determine the impact on the Project in terms of Timeline and Cost.	Please see Corrigendum
15	Section06 Schedule of Supply	20	E (15)	Delivery Schedule	Request please change/ delete the phrase "Implementation of ERP at Pilot locations 'Since Implementation activity continues till the start of Go Live, which is at Week # 52.	Pilot and Go Live are two distinct phases. This event is the Commercial usage of the system at pilot locations.
16	Section06 Schedule of Supply	20	E (15)	Delivery Schedule	Request pl incorporate the week of submission and the week of approval of the RFP for Infrastructure procurement by	This will depend on SI. As soon as the Bid Document is

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					APGCL in the Table for Deliverable/ Milestone. If there is not adequate progress of procurement by APGCL, then it will not be feasible to comply to the Deliverable Plan specified, and there will be delay due to non-availability of infrastructure from APGCL	ready, procurement will start. Budget for the same is already available.
17	Section06 Schedule of Supply	20	E (15)	Delivery Schedule	Request pl. note that ERP Go Live is dependent on the availability of Cut over data, which is synchronized with milestone dates like Quarter end etc. Hence, request pl. confirm , that , no LD will be deducted , if APGCL decides on such a date, beyond 1 year (52 weeks) for the its 1 st Go Live, based on Cutover data availability & migration strategy .	Noted.
18	Section 06 Schedule of Supply	20	E	Delivery Schedule	As per tentative delivery schedule, Pilot Go-Live expected in D+52 and the rollout in D+ 72. Please clarify, whether there is any specific list of locations considered by APGCL for <ul style="list-style-type: none"> • Go-live • Rollout. This will help to factor the resource mobilization plan.	HQ and LTPS shall be the location for Pilot Go-Live. Rollout shall be for rest of the locations.
19	Section06 Schedule of Supply	20	E	Delivery Schedule	The implementation and roll out requires 1 year and 20 weeks. However AMS will start off from 1 st day of any Go Live in APGCL (D+52). Please confirm if our understanding is correct.	Yes
20	Section06 Schedule of Supply				Request pl. confirm that APGCL will pay for the ATS for the additional period of delay , in case of delay on procurement of infrastructure by APGCL	Please see corrigendum

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21	General				Request pl. confirm whether APGCL will pay prorata-wise for the extended period based on the implementation services price , in case of delay on procurement of infrastructure by APGCL.	No Change
22	Section 4 Bidding Forms	52	Form 18	Compliance with the Scope of Work	Based on the agreed solution design supplier will prepare solution prototype (including all Customization, interfaces etc. Please detail the expectation as Prototyping of all Customization specifically Interfaces is not possible	No Comment.
23	Section-I: ITB	03 of 23	Clause 2.2: Sources of Funds	2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.	Payment is subject to getting the funds by the borrower from ADB. ADB will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation	No Change
24	Section-I: ITB	03-04 of 23	Clause 3: Fraud and Corruption	ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB	ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB	No Change

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				<p>(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and</p> <p>(e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.</p>	<p>(e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.</p> <p>Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the supplier which shall not be less than 10 days. The costs of any such audits shall be borne by the Purchaser or ADB. The Purchaser/ADB shall not have access to the proprietary data of, or relating to, any other customer of Supplier, or a third party or Supplier's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Supplier's ability to perform the services in accordance with the service levels, unless the Purchaser/ADB relieves the Supplier from meeting the applicable service levels.</p>	
25	Section-I: ITB	10 of 23	Clause 14.7: Bid	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not	Subject to the Cost Escalation provision agreed between the parties in the Agreement and as specified in the BDS , prices quoted	No Change

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			Prices and Discounts	subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.	by the Bidder shall be fixed during the Bidder's performance of the Contract. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32.	
26	Section-I: ITB	13 of 23	Clause 21.7: Bid Security	<p>21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 46.</p> <p>The bid security may be forfeited or the Bid-Securing Declaration executed,</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the Technical Bid Submission Sheet, except as provided in ITB 20.2; or</p> <p>(b) if the successful Bidder fails to</p> <p>(i) sign the Contract Agreement in accordance with ITB 45;</p> <p>(ii) furnish a performance security in accordance with ITB 46; or</p> <p>(iii) accept the arithmetical</p>	<p>21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the declaration of the successful Bidder.</p> <p>The bid security may be forfeited or the Bid-Securing Declaration executed,</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the Technical Bid Submission Sheet, except as provided in ITB 20.2; or</p> <p>(b) if the successful Bidder fails to</p> <p>(i) sign the Contract Agreement in accordance with ITB 45;</p> <p>(ii) furnish a performance security in accordance with ITB 46; or</p>	No Change

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				corrections of its bid in accordance with ITB 36.		
27	Section-I: ITB	20-21 of 23	Clause 36.2: Correction of Arithmetical errors	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified	No Change
28	Section-I: ITB	23 of 23	Clause 45: Signing of Contract	45.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement 45.2 Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.	45.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement 45.2 The agreement shall be negotiated between the parties and within 28 days of successful closure of the negotiations, the successful Bidder shall sign, date, and return it to the Purchaser.	No Change
29	Section 7: General Conditions of Contract	3-4	Clause 3: Fraud and Corruption: 3.1 (d)	ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of	ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy,	No Change

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				time, to participate ¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.		
30	Section 7: General Conditions of Contract	4	3.2: Fraud and Corruption	The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.	<p>The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.</p> <p>Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the supplier which shall not be less than 10 days. The costs of any such audits shall be borne by the Purchaser or ADB. The Purchaser/ADB shall not have access to the proprietary data of, or relating to, any other customer of Supplier, or a third party or Supplier's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Supplier's ability to perform the services in accordance with the service levels, unless the Purchaser/ADB relieves the Supplier from meeting the applicable service levels.</p>	No Change
31	Section 7: General Condition	6	11.2: Scope of	11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not		No Change

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	s of Contract		Supply	specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.		
32	Section 7: General Conditions of Contract	7	16: Terms of Payment	16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it	16.3 Payments shall be made promptly by the Purchaser, no later than 30 days after submission of an invoice or request for payment by the Supplier. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Supplier also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by the Purchaser and any such withholding by the Supplier shall not be treated as breach by it of the provisions of this Agreement. Invoices shall be deemed to have been accepted if the Purchaser does not furnish a written objection specifying the nature of the dispute within ten (10) days from the date of invoice.	No Change
33	Section 7: General Conditions of Contract	7-8	18: Performance Security	18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC. 18.2 The proceeds of the	18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC. 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as	No Change

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				<p>Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract</p> <p>18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.</p> <p>18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.</p>	<p>compensation for any loss resulting from the Supplier's failure to complete its material obligations under the Contract</p> <p>The supplier shall be provided with a reasonable cure period to rectify the failure, which shall be as mutually decided by both the parties. The decision to forfeit the security deposit shall be taken only if the breach/default continues or remains unrectified, for reasons within the control of Supplier, even after the expiry of the cure period.</p> <p>18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.</p> <p>18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.</p> <p>Reasonable opportunity shall be provided to the supplier to present the case before forfeiting the Security Deposit.</p>	
34	Section 7: General	8-9	Clause 20:	20.1 The Purchaser and the Supplier shall keep confidential and shall not,	20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the	No Change

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	Conditions of Contract		Confidential Information	<p>without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.</p> <p>20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract</p> <p>20.3 The obligation of a party under GCC Sub-clauses 20.1 and 20.2 above, however, shall not apply to information that</p>	<p>written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.</p> <p>Every piece of Confidential information should be designated or marked as 'confidential' by the Disclosing Party at the time of disclosure of such information to the Receiving Party or where disclosed orally being confirmed in writing by the Disclosing Party within fifteen days of such oral disclosure.</p> <p>20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract</p> <p>20.3 The obligation of a party under GCC Sub-clauses 20.1 and 20.2 above, however, shall not apply to information that</p>	

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				<p>(a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;</p> <p>(b) now or hereafter enters the public domain through no fault of that party;</p> <p>(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</p> <p>(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p> <p>20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p>	<p>(a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;</p> <p>(b) now or hereafter enters the public domain through no fault of that party;</p> <p>(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</p> <p>(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.(e) is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;</p> <p>(f) is required to be provided under any law, or process of law duly executed.</p> <p>20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>20.5 The provisions of GCC Clause 20 shall survive for a period of 2 years after the completion or termination or expiry , for whatever reason, of the Contract.</p>	
35	Section 7: General Conditions of Contract	11	Clause 27: Liquidated Damage	Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract,	Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract due to the reasons solely and directly	No Change

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			s	the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.	attributable to the Supplier, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35. On termination, the Supplier shall be entitled for an amount for the work done upto the date of termination.	
36	Section 7: General Conditions of Contract	11	Clause 28: Warranty	<p>28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination</p> <p>28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case</p>	<p>28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination</p> <p>28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 03 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, .</p>	No Change

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				<p>may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.</p> <p>28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>	<p>28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the Purchaser. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Supplier and operation of the deliverables on incompatible hardware not recommended by Supplier; (ii) any change, not made by Supplier, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the Purchaser without the written permission of Supplier; or</p>	

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					<p>(iv) defects in components or materials provided to Supplier by Purchaser in connection with the preparation of the deliverable.</p> <p>In case of breach of this warranty, PURCHASER's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the PURCHASER if already paid by the PURCHASER.</p> <p>EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER MAKES NO WARRANTIES TO PURCHASER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE SUPPLIER.</p>	
37	Section 7: General Conditions of Contract	12	Clause 29: Patent Indemnity	29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature,	29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser	No Change

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				<p>including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of</p> <p>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>(b) the sale in any country of the products produced by the Goods.</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any</p>	<p>may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of</p> <p>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Purchaser does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim.</p> <p>29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of</p>	

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				<p>negotiations for the settlement of any such proceedings or claim.</p> <p>29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in</p>	<p>such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p> <p>Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Purchaser's specific technical designs or instructions (except where Bidder knew or should have</p>	

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				connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.	<p>known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Purchaser of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Purchaser and the infringement relates to or arises from such Purchaser materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Purchaser if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder ; or (v) use of a superseded release of some or all of the Deliverables or Purchaser's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder .</p> <p>In the event that Purchaser is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Purchaser under this section according to a final decision of the</p>	

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					courts or in the view of Bidder, Bidder, may at its own expense and option: (i) procure for Purchaser the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Purchaser the fees effectively paid for that Deliverable by the Purchaser subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Purchaser in matters related to infringement of third party intellectual property rights.	
38	Section 7: General Conditions of Contract	13	Clause 30: Limitation of Liability	30.1 Except in cases of gross negligence or willful misconduct, (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and (b) the aggregate liability of the Supplier to the Purchaser, whether	30.1 (a) neither party shall be liable to the other party whether in contract, tort, or otherwise, for any special, punitive, indirect, exemplary, incidental or consequential losses or damages, claims, liabilities, charges, costs, expenses or injuries including loss of use, loss of production, loss of data, loss of revenue or loss of profits or interest costs and for any claims of customers of the Purchaser or other third parties claiming through Purchaser arising under or in connection with this Agreement even if such Party has been advised in advance of their possibility.	No Change

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				<p>under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.</p>	<p>and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total amount paid to Supplier by Purchaser in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose) provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.</p> <p>Supplier shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by Purchaser or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Supplier is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser, then Supplier shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Supplier is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of Purchaser. Such failures or delays shall be brought to the notice of Purchaser and subject to mutual agreement with Purchaser, then Supplier shall take</p>	

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					such actions as may be necessary to correct or remedy the failures or delays. Supplier shall be entitled to invoice Purchaser for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.	
39	Section 7: General Conditions of Contract	13	Clause 31: Change in Law and Regulations	Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted	Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.	No Change

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				for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.		
40	Section 7: General Conditions of Contract	13	Clause 32: Force Majeure	<p>32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and 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>32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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</p>	<p>32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and 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>32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, act of God, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, explosions epidemics, quarantine restrictions, action or request of governmental authority, accident, labour trouble, and freight embargoes.</p> <p>32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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>32.4 If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such</p>	No Change

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				prevented by the Force Majeure event.	performance continues to be excused, terminate this Agreement without liability, by notice in writing to the other party. However Supplier shall be entitled to receive payments for all services rendered by it under this Agreement.	
41	Section 7: General Conditions of Contract	13-14	Clause 33.3: Change Orders	Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.	Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties with mutual consent.	No Change
42	Section 7: General Conditions of Contract	14-15	Clause 35.1: Termination for Default	<p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,</p> <p>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or</p> <p>(ii) if the Supplier fails to perform any other obligation under the Contract</p> <p>(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.</p>	<p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,</p> <p>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34 for reasons solely and entirely attributable to the Supplier; or</p> <p>(ii) if the Supplier fails to perform any material obligation under the Contract for reasons solely and entirely attributable to the Supplier</p> <p>(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.</p>	No Change

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				<p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>	<p>In case of material breach of any of clauses of the Contract, Purchaser may issue a 30 (thirty) days' notice to the Supplier to rectify/cure the breach failing which Purchaser shall be at liberty to terminate the contract by providing a 30 (thirty) days written notice to the Supplier.</p> <p>The decision to terminate the contract shall be taken only if the breach/default continues or remains unrectified, for reasons within the control of Supplier, even after the expiry of the cure period.</p> <p>In the event of this Contract being terminated, Purchaser shall be liable to make payments of all the amount due under this Contract for which services have been rendered by Supplier. Forthwith on the expiry or earlier termination of this Contract, each party shall, return to the other party all documents and materials, belonging to the other party with regard to this Contract, or shall at the option of the disclosing party destroy all documents or materials in connection with this Contract.</p> <p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for additional costs upto 5% of the undelivered/defective goods and services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>	

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					Similarly the Supplier shall also have a right to terminate this contract by giving 30 days written notice to the Purchaser for breach of any terms and conditions hereof by Purchaser provided the breach is not cured by Purchaser within such notice period.	
43	Section 7: General Conditions of Contract	15	Clause 35.2: Termination for Insolvency	The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser	Either Party may at any time terminate the Contract by giving Notice to the other party if the other party becomes bankrupt or otherwise insolvent. In the event of this Contract being terminated, Purchaser shall be liable to make payments of all the amount due under this Contract for which services have been rendered by Supplier.	No Change
44	Section 8: Special Conditions of Contract	3 of 10	GCC 16.3	Payments shall be made promptly by the Purchaser, through bank transfer/ EFT, within forty five (45) days after submission of an invoice along with the required documents or request for payment by the Supplier, and the Purchaser has validated and accepted it	Payments shall be made promptly by the Purchaser, through bank transfer/ EFT, within thirty (30) days after submission of an invoice along with the required documents or request for payment by the Supplier. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Supplier also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by the Purchaser and any such withholding by the Supplier shall not be treated as breach by it of the provisions of this Agreement. Invoices	No Change

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					shall be deemed to have been accepted if the Purchaser does not furnish a written objection specifying the nature of the dispute within ten (10) days from the date of invoice.	
45	Section 8: Special Conditions of Contract	4-5	GCC 26.2	<p>Tests and Inspections specified in Section 6 Schedule of Supply, shall be carried out at the following times or milestones, and places:</p> <p>User Acceptance Tests The Supplier will conduct User Acceptance Tests (UATs) to ascertain whether the ERP Solution or any sub-system(s) is capable of meeting the functional requirement as per the Business Solution Design Document (BSDD), Performance requirements (relating to commissioning) as specified in Section 6, "B. Description Of Services" and Annexure I. Conducting such tests will be the responsibility of the Supplier. The Purchaser will provide full co-operation to the Supplier in conduct of the tests. User acceptance tests shall be carried out both on the development server and on production server to ascertain the full load capability of the production environment (full load test and stress test). User acceptance tests shall be conducted jointly by the Supplier and the Purchaser in accordance with the test scripts provided by the Supplier and reviewed by the Purchaser.</p> <p>Go-live Acceptance Tests</p>	<p>Tests and Inspections specified in Section 6 Schedule of Supply, shall be carried out at the following times or milestones, and places:</p> <p>User Acceptance Tests The Supplier will conduct User Acceptance Tests (UATs) to ascertain whether the ERP Solution or any sub-system(s) is capable of meeting the functional requirement as per the Business Solution Design Document (BSDD), Performance requirements (relating to commissioning) as specified in Section 6, "B. Description Of Services" and Annexure I. Conducting such tests will be the responsibility of the Supplier. The Purchaser will provide full co-operation to the Supplier in conduct of the tests. User acceptance tests shall be carried out both on the development server and on production server to ascertain the full load capability of the production environment (full load test and stress test). User acceptance tests shall be conducted jointly by the Supplier and the Purchaser in accordance with the test scripts provided by the Supplier and reviewed by the Purchaser. Defects if any, observed by Purchaser, will be notified to Supplier in writing not later than two (2) weeks of delivery. Supplier will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. Purchaser will confirm acceptance in writing to Supplier. The Purchaser shall not withhold or delay the issuance of acceptance certificate of any of</p>	No Change

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				<p>The Supplier will conduct Go-live Acceptance Tests immediately after each Go-live date to ascertain whether the ERP Solution or any sub-system(s), is available for live transactions to attain the functional and performance requirements as specified in this document and the agreed final Project Plan. The Go-live Acceptance Tests shall be conducted jointly by the Supplier and the Purchaser.</p> <p>Stabilization Tests of the ERP Solution Conducting Stabilization Tests shall be the primary responsibility of the Supplier, but shall be conducted with cooperation from the Purchaser to ascertain whether the supplied system meets the desired Standards of Performance as mentioned in Annexure I.</p> <p>The Stabilization Tests will be conducted for the ERP Solution during the post Go-live period. The test shall be conducted for ascertaining Response Time Performance and Availability Performance criteria as defined in Annexure I for minimum twenty one (21) calendar days continuously. The Stabilization Tests shall be conducted by powering up and continuous operation of all the systems on a 24x7 basis to ascertain that all components of the solution are working in the desired fashion</p>	<p>the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by Purchaser if the Purchaser (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</p> <p>Reworking of defects shall be at the cost of Supplier provided the defects are for reasons solely and entirely attributable to the Supplier, in all other cases it shall be to the account of the Purchaser. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.</p> <p>Go-live Acceptance Tests The Supplier will conduct Go-live Acceptance Tests immediately after each Go-live date to ascertain whether the ERP Solution or any sub-system(s), is available for live transactions to attain the functional and performance requirements as specified in</p>	

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				<p>individually and together. During stabilization test, the Supplier shall deploy performance measurement tools to establish adherence to desired Standards of Performance as mentioned in Annexure I.</p> <p>If the system is found to be lacking in meeting prescribed availability performance and response time performance, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the "ERP Solution" as may be necessary for fully conforming to the Standards of Performance. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser for repeat of the stabilization acceptance tests. If the "ERP Solution" (or sub-system(s)) fails after the second stabilization acceptance test, Purchaser shall levy penalty equivalent to 2.5% (two and a half percent) of the total price for Licenses and Implementation Services (i.e. Total Price of Group-A plus Total Price of Group-B as referred in Section 4, Form 3) for not meeting the response time as mentioned in Annexure I, and will notify the Supplier accordingly. For performance below the Standards of Performance as mentioned in Annexure I, the Contract is liable to be rejected. In such case, the</p>	<p>this document and the agreed final Project Plan. The Go-live Acceptance Tests shall be conducted jointly by the Supplier and the Purchaser.</p> <p>Stabilization Tests of the ERP Solution Conducting Stabilization Tests shall be the primary responsibility of the Supplier, but shall be conducted with cooperation from the Purchaser to ascertain whether the supplied system meets the desired Standards of Performance as mentioned in Annexure I.</p> <p>The Stabilization Tests will be conducted for the ERP Solution during the post Go-live period. The test shall be conducted for ascertaining Response Time Performance and Availability Performance criteria as defined in Annexure I for minimum fourteen (14) calendar days continuously. The Stabilization Tests shall be conducted by powering up and continuous operation of all the systems on a 24x7 basis to ascertain that all components of the solution are working in the desired fashion individually and together. During stabilization test, the Supplier shall deploy performance measurement tools to establish adherence to desired Standards of Performance as mentioned in Annexure I.</p> <p>If the system is found to be lacking in meeting prescribed availability performance and response time performance, the Supplier shall at its cost and expense make such changes, to the "ERP Solution" as may be necessary for fully conforming to the Standards of Performance. The Supplier shall notify the Purchaser upon completion of the necessary changes, and shall request the</p>	

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				<p>Purchaser may recover the entire cost paid to the Supplier or alternatively the Purchaser may proceed for commercial settlement with the Supplier for acceptance of the system at the negotiated price.</p> <p>Final Acceptance of ERP Solution The ERP Solution shall be taken as finally accepted after observing satisfactory performance and response time of the ERP solution as mentioned in Annexure I at the end of the continuous operations for 21 days successfully / error free of all the systems on 24x7 basis of the stabilisation tests.</p>	<p>Purchaser for repeat of the stabilization acceptance tests. If the "ERP Solution" (or sub-system(s)) fails after the second stabilization acceptance test, Purchaser shall levy penalty equivalent to 1 % (one percent) of the total price for Licenses and Implementation Services (i.e. Total Price of Group-A plus Total Price of Group-B as referred in Section 4, Form 3) for not meeting the response time as mentioned in Annexure I, and will notify the Supplier accordingly.</p> <p>Final Acceptance of ERP Solution The ERP Solution shall be taken as finally accepted after observing performance and response time of the ERP solution as mentioned in Annexure I at the end of the continuous operations for 14 days successfully / error free of all the systems on 24x7 basis of the stabilisation tests.</p>	
46	Section 8: Special Conditions of Contract	5 of 10	GCC 27.1	The maximum amount of liquidated damages shall be: 10 %. This does not include the penalties applicable. The penalties will be deducted as applicable separately with a combine ceiling of 20%.	The maximum amount of liquidated damages shall be: 5 %. This does not include the penalties applicable. The penalties will be deducted as applicable separately with a combine ceiling of 10 %.	No Change
47	Section 8: Special Conditions of Contract	6 of 10	GCC 30.1 (b)	The amount of aggregate liability shall be: 100% of the contract price	The amount of aggregate liability shall be total amount paid to Supplier by Purchaser in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose)	No Change
48	Section 8: Special Conditions of Contract	7-8 of 10	Other Conditions of Contract : Clause 42	A. Except in case of Force Majeure, as provided under GCC 32, a delay by the Supplier in the performance of its delivery and completion obligations shall render the Supplier liable to the imposition	A. Except in case of Force Majeure as provided under GCC 32 and the circumstances mentioned in clause 42 (C) (a) of other conditions of contract,, a delay by the Supplier in the performance of its delivery and completion obligations shall	No Change

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				<p>of liquidated damages pursuant to GCC 27.1, unless an extension of time is granted and agreed upon.</p> <p>Notwithstanding the clause above, the Supplier shall not be entitled to an extension of time for completion, unless the Supplier, at the time of such circumstances arises, has immediately notified the Purchaser in writing that it may claim such extension as caused by circumstances pursuant to above and upon request of the Purchaser, the Supplier shall substantiate that the delay is due the circumstances referred to by the Supplier. The Purchaser on receipt of such notice / appeal may agree to extend the Contract delivery date / completion period as may be reasonable and mutually agreed but without prejudice to other terms & conditions of the Contract. However, there would not be any revision in the Contract Price due to delay for reasons attributable to conditions mentioned above.</p>	<p>render the Supplier liable to the imposition of liquidated damages pursuant to GCC 27.1, unless an extension of time is granted and agreed upon.</p> <p>Notwithstanding the clause above, the Supplier shall not be entitled to an extension of time for completion, unless the Supplier, at the time of such circumstances arises, has immediately notified the Purchaser in writing that it may claim such extension as caused by circumstances pursuant to above and upon request of the Purchaser, the Supplier/ IP shall substantiate that the delay is due the circumstances referred to by the Supplier. The Purchaser on receipt of such notice / appeal shall extend the Contract delivery date / completion period as may be reasonable and mutually agreed but without prejudice to other terms & conditions of the Contract. However, there would be a revision in the Contract Price due to delay for reasons attributable to conditions mentioned above except Force Majeure.</p>	
49	Section 8: Special Conditions of Contract	8-10 of 10	Other Conditions of Contract : Clause 44	<p>A. If the Bidder had not envisaged involvement of any Sub-Contractor while bidding, but desires to do so during project execution, the Bidder must first get this approved by the Purchaser in writing, giving necessary details</p> <p>C. The Purchaser will have an absolute right to accept or reject any</p>	<p>A. If the Bidder had not envisaged involvement of any Sub-Contractor while bidding, but desires to do so during project execution, the Bidder must first get this approved by the Purchaser in writing, giving necessary details, which approval shall not be unreasonably withheld.</p> <p>C. . The Purchaser will have an right to accept or reject any Sub-Contractor by</p>	No Change

Sl. No	Section No	Page No.	Clause No.	Clause	Query / Clarification sought	APGCL's Reply
				<p>Sub-Contractor without assigning any reason to the Sub-Contractor or the Supplier</p> <p>E. The Supplier indemnifies and shall keep indemnified Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such Sub-Contractor. The Supplier shall be responsible for making all payments to the Sub-Contractor as may be necessary, in respect of any services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is to due to such Sub-Contractor. The Purchaser reserves the right to hold Supplier liable for any act/omission of any Sub-Contractor.</p> <p>F. All rights of use of any deliverables (process, product, service or facility) developed or any other task performed by the Sub-Contractor for the Supplier, under this contract would lie exclusively with the Purchaser in perpetuity free from all liens, encumbrances and other Third Party rights and the Supplier shall, wherever required, take all steps that may be necessary to ensure the transfer of such ownership in favour of the Purchaser.</p> <p>G. Where the Purchaser deems necessary, it shall have the right to require replacement of any Sub-</p>	<p>assigning the reasons to the Supplier</p> <p>E.. The Supplier shall be responsible for making all payments to the Sub-Contractor as may be necessary, in respect of any services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is to due to such Sub-Contractor. The Purchaser reserves the right to hold Supplier liable for any act/omission of any Sub-Contractor.</p> <p>F. Need to be changed</p> <p>G. Where there are reasons provided by purchaser, it may require replacement of any Sub-Contractor with another Sub-Contractor and the Supplier shall in such case terminate forthwith all agreements/ contracts other arrangements with such Sub-Contractor and find suitable replacement for such Sub-Contractor to the satisfaction of the Purchaser at no additional charge. Failure to terminate all agreements/contracts with such Sub- Contractors, shall amount to a breach of the terms hereof.</p>	

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				Contractor with another Sub-Contractor and the Supplier shall in such case terminate forthwith all agreements/ contracts other arrangements with such Sub-Contractor and find suitable replacement for such Sub-Contractor to the satisfaction of the Purchaser at no additional charge. Failure to terminate all agreements/contracts with such Sub-Contractors, shall amount to a breach of the terms hereof.		
50	Section 8: Special Conditions of Contract	10 of 10	Other Conditions of Contract : Clause 45: ERP License	<p>E. In case any software code is custom built for the Purchaser, the 'intellectual property rights' of such software shall rest with the Purchaser in perpetuity. The Purchaser and the Supplier may arrive at appropriate commercial arrangements for commercial usage of such software.</p> <p>G. Any special tools, software for implementation, data migration, testing etc. shall be part of the offered solution. All support services including updates, upgrades and patches for all software licenses, supplied within 15 months from the date of LoA shall be provided by the Supplier till the final sign-off, subsequent to which ATS as mentioned in the Section 6 - "Schedule of Supply" shall be applicable.</p> <p>H. Nothing in the License shall</p>	<p>E. Needs to be changed</p> <p>G. Any special tools, software for implementation, data migration, testing etc. shall be part of the offered solution. All support services including updates, upgrades and patches for all software licenses, supplied within 15 months from the date of LoA shall be provided by the Supplier till the final sign-off at an additional costs, subsequent to which ATS as mentioned in the Section 6 - "Schedule of Supply" shall be applicable.</p> <p>H. Nothing in the License shall preclude the Purchaser from reassigning a license from one person to another within the Purchaser's organisation without any intimation to any other party.</p> <p>I. Further, the license should not preclude the Purchaser from developing training materials and other items for its own use in its usual operations.</p>	No Change

Sl. No	Section No	Page No.	Clause No.	Clause	Query / Clarification sought	APGCL's Reply
				<p>preclude the Purchaser from reassigning a license from one person to another within the Purchaser's organisation without any intimation to any other party.</p> <p>I. Further, the license should not preclude the Purchaser from developing training materials and other items for its own use in its usual operations.</p>		
51	Vol 3	4	ITB 20.1	Bid Validity	Bidder request that bid validity be restricted to 90 days from the date of submission. The current period of 180 days shall be calculated from which date? It is not clear. Pls clarify	. The current period of 180 days shall be calculated from the date of opening of Bids.
52	Vol 5	29	Form 9 - Schedule of payments	Schedule of payments	For Group B - For mobilization advance, request that requirement of Advance BG for the complete contract period be waived off.	No change
53	Vol 5	29	Form 9 - Schedule of payments	Schedule of payments	For Group A –Bidder request that 100% payment be made against supply of licenses, tools, databases etc (as applicable) and this should not be linked to project execution as the SI has to pay upfront to the OEMs this is affecting the cash flow into the project in a negative way.	Please see corrigendum
54	Vol 5	29	Form 9 - Schedule of payments	Schedule of payments	Bidder requests that the requirement of BG be kindly waived for payment of annual ATS as per Group C.	No change
55	Vol 9 - Special	3	GCC 16.3	Time line of Payment	Bidder request that payments should be made within 30 days after submission of	No change

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	conditions of contract				invoice instead of the existing 45 days.	
56	Vol 9 - Special conditions of contract	4	GCC 18.1	Performance Bank Guarantee (PBG)	Bidder request that PBG be limited to 5% of the Contract Price.	No Change
57	Vol 9 - Special conditions of contract	5	GCC 27.1	Liquidity Damage (LD)	Bidder request a. The maximum amount of LD should be capped at 5% of the Contract value. b. The maximum amount of penalties should be capped at 5% of Contract Value. c. The combined levy of LD+ Penalty should be capped at 10% of Contract Value	No Change
58	Vol 9 - Special conditions of contract	6	GCC 30.1(B)	Liability	Bidder request that aggregate liability of 100% of Contract Value to be reduced.	No Change
59	Section 6.Schedule of Supply	6-4 6-10 6-17	Page,6-4 Clause 1.2/g Page 6-10 clause C(vii) Page 6-17 Clause	Page 6-4 Clause 1.2/g :ATS by ERP vendor for 4years after implementation Page 6-10 clause C(vii) : All support services including updates, upgrades and patches for all software licenses, supplied within 18 months from the date of signing contract shall be provided by the Supplier till the final sign off, subsequent to which ATS as	These clauses are contradicting. Request you to confirm that ATS will be provided from the date of supply of licenses.	Please see Corrigendum

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			O(i) / a	mentioned in clause O of this volume shall be applicable Page 6-17 Clause O(i) / a: ATS shall be provided by ERP vendor (to be arranged by Supplier) for a period of 4 calendar years from the date of supply of licenses. The support should include supply of new versions / releases, upgrades, bug fixes, functionality enhancements and patches to cater to changes (including tax, legal, statutory and policy requirements) along with related documentations		
60	Section 6.Schedule of Supply	7	A(iv)	BSDD shall be approved by the Purchaser and shall form the basis for subsequent ERP software design, configuration and implementation	After signing off, BSDD will be the basis of implementation and supersede FRS / TRS, please confirm.	After signing off, BSDD shall be considered instead of FRS but TRS shall prevail.
61	Section 6.Schedule of Supply	9	C(v)	Phase 1 shall cover supply of licenses, training of end users and implementation of those modules of the ERP which are proposed to be implemented at Purchaser, across pilot sites. Phase shall cover implementation of the ERP solution to be proposed modules at remaining Purchaser locations in addition to supply of licenses and training pertaining to these locations. page 6-12 E(v) The supplier must plan procurement (from ERP vendor) and supply to the purchaser of ERP	From this clause it appears that APGCL is looking for phased delivery of licenses, however there is only one line item aprice bid for license delivery. Please confirm the mode of license delivery.	Supply of license will be at one go.

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				product licenses in such a way that the difference between date of supply and date of Go-Live is minimum		
62	Section 6.Schedule of Supply	11	E(iv)/c	Customizing standard ERP modules (without any limits) to meet all the functional requirements of the Purchaser	With unlimited number of customizations, it will be very difficult to manage the timeline and quality of the implementation. Request to specify a limit for number of customization.	Customization is expected as per the boundary set forth in the Bidding docs.
63	Section 6.Schedule of Supply	12	F(i)	Bespoke Development - Supplier shall develop & deploy an intermediate Intranet application for common user login with single ERP ID. This application shall maintain the audit trail of such user logins with corresponding date & time stamps	This methodology will be adopted subject to licensing policy of the ERP vendor. Please confirm.	No Comment.
64	Section 6.Schedule of Supply	17	O(i)/b	The supplier shall deploy at least 4 dedicated skilled resources at each of Purchaser's premise for help desk support from 10 am to 6 pm for all 7 days of the week for a period of 3 years	Deploying 4 dedicated resources at each sit 24/7 may not be required and will increase the project cost. Request you to consider a centralized support for AMC period.	Please see Corrigendum
65	Section 6.Schedule of Supply	18	O(iii)	Support will be provided by the Supplier pursuant to SLA and / or contract agreement. Support will include but not limited to the following activities: b.Re-installation of Base software c. Reports creation, workflow and analytics h. Re-installation of ERP and all associated and pre-requisite software j. Changes and modifications h. Enhancement of existing functionalities and configuration	Request you to consider removing these line items from support scope and consider these for change request.	Please see Corrigendum
66	Section 6.Schedule	18	O(ii)	If for reasons entirely attributable to supplier, the ERP system does not conform to the scope of work or does	This clause will be more meaningful when the modules of the implementation scope are	No Comment.

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	e of Supply			not conform to all other aspects of the contract, the supplier shall at his cost and expense make such changes, modifications, and / or additions to the ERP system as may be necessary to conform the scope of work and meet all functional and performance standards.	appearing as separate line item in the price bid. Request you to consider mentioning modules under the implementation head in the price bid.	
67.	Section 6.Schedule of Supply	21	Additional Requirements: I V. ERP Annual Technical Support Services (ATS) & ERP Application Maintenance Support (AMS) Services beyond 3 years:	if the Purchaser wishes to extend the services for a further period of 3 years, the Supplier shall be bound to provide them at the rate mentioned in Section 4 , Form 3. In such case, the performance guarantee furnished by the Supplier under this agreement shall be released only after furnishing the performance guarantee for the next 3 years.	Kindly reconsider the clause of provisioning additional ATS and AMC at the same rate as this may not be practically feasible.	No Change
68.	Technical Requirement	261	2.7	Tariff Petition	Many of the requirements / functionalities for this section are not available in ERP products	No Change

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	ent Specification (Annexure I) & Business Requirement Specification (Annexure II)				as its core functionalities. Eventually this calls for developing data entry screen within ERP with no data processing capability. As a result of this, either these requirements are not implemented or not getting used. Request you to consider revising the requirements or have a separate line item in the price bid.	
69.	Technical Requirement Specification (Annexure I) & Business Requirement Specification (Annexure II)	229	2.5	Energy Chain Management / Fuel Management	Many of the requirements / functionalities for this section are not available in ERP products as its core functionalities. Eventually this calls for developing data entry screen within ERP with no data processing capability. As a result of this, either these requirements are not implemented or not getting used. Request you to consider revising the requirements or have a separate line item in the price bid.	No Change
70	Annexure I & II-Version 1.pdf	Page 10		97. Does the system architecture allow minimizing modifications so as to preserve the package upgrade path? Please confirm any data residency and sovereignty constraints applicable. Can we propose a suitable cloud-based solution if no	Please confirm any data residency and sovereignty constraints applicable. Can we propose a suitable cloud-based solution if no specific constraints. Can we propose a hybrid cloud based model as per latest architecture trends to minimize customization of COTS product packages and preserve upgrade path?	No comment-

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				specific constraints		
71		Page 273 2.8		Facility to scan and upload	Please clarify if we need to consider OCR	No. The document can be scanned and upload to the document repository
72	Doc t Mangmen t System and Workflow Managem ent System	Page 273		Section 2.8 Document Management System and Workflow Management System	Please provide following details for initial sizing of the solution as per requirements- - Total number of users and peak concurrent users - Estimated total number and volume of contents - Estimated number admin users who will be able to administer the workflows, create new wokflows, create new templates - Total number of users with higher privilege (like higher officials who can have higher access level to perform approval, routing etc.)	Total number of users for Workflow – 300 Total # of DMS authorisers – 200 Peak condition - 70% Concurrency - 40%
73				General - Availability & DR	What is the availability requirement of the new ERP? Can we assume standard high availability configurations for similar scale solution at different layers e.g. ERP, DB, Integration, DMS etc	High availability is planned except if the SI proposes otherwise
74				General - Availability & DR	Shall we assume 100% DR for initial sizing? What are the RPO, RTO requirements for proposed solution? Can we consider standard requirements for similar scale ERP deployment e.g. zero data loss protection, incremental backup, rolling upgrade, active standby for reporting workloads etc.	These will be finalized in consultation with SI
75				General - Integration Requirements	What other enetprise systems the new ERP solution must integrate/interface with?	Please refer SI. No 05
76				General - Integration Requirements	Please provide details of batch interfaces for bulk upload/download of data to/from other enterprise applications e.g. no of such interface, avg. file size, frequency of load etc	Batch upload data may be pertaining to staff/ GST/ Vendor etc. Highest # of

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						records are expected for upload to NPS
77				General - Integration Requirements	Please confirm if we can consider a separate ESB platform supporting SOA integration architecture standards and avoid point-to-point interfaces.	This is for the bidder to propose
78				General - Integration Requirements	Please provide following details for the real-time interfaces to be considered for initial sizing - Name of the interface/ application to interface with - No of interfaces - Total and peak rate of messages through the interface - Avg payload size	Real time interface may not be necessary unless the SI designs the interface with the attendance recording system as real time
79				General - Data Migration	Will there be any data migration from legacy enterprise systems to the new ERP solution? Please provide following details for data migration- - Total volume of data - Total no of tables and avg. records per table - No of source applications	Primarily the data migration will be related to open PO/ projects/ invoice/ etc. Additionally, Balance sheet/ Profit& Loss statements and Trail Balance will need to be captured for 10 previous years
80				General - Mobile	Are there any mobility requirements? What is the number of expected mobile users?	Not planned as such. However, SI may propose this feature for around 30 users
81				General - Security	Do we consider a separate identify and access management solution for the proposed ERP? Or does it need to integrate with any existing security solution(s)?	None of the existing systems will be remaining.
82				General - Database	Does the solution need to consider advanced security options e.g. multiple factor based authorization for database level data access, privileged accounts for restricted operations as per DB user's role/responsibility etc.	Database access should be restricted to only a few individuals and such users should be

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						tracked.
83				General - Database	Should we consider encryption of data-at-rest to ensure storage level security breach?	This may be address through hardware/ firmware .
84				General - Database	Does the solution envision database level access control for data as per APGCL sub-divisions i.e. employees from one division can see only own division's data? Or should we assume all such controls will be done at application level, and not needed at database level?	Yes
85				General - Database	Please mention peak concurrent users (for web and mobile) the solution must support	peak - 70%
86				General - Database	Please mention requirements for data partitioning e.g. data should be segregated across different APGCL divisions at database level	The solution needs to be configured by the SI
87				General - Architecture	How is test data generated, managed at APGCL? Do we need to consider masking of data for generation of test data?	No current practices. SI is expected to advise on best practices
88				General - Database	Please provide any requirements for data archiving, retention	This will form a part of the hardware infrastructure RFP
89				General - Architecture	Should we consider additional cloud-based software components for effective management and monitoring as a part of the overall solution? E.g. trouble shooting and monitoring/tuning of database/applications, unified log analytics etc.?	No current practices. SI is expected to advise on best practices.
90				General - Architecture	Is there a need for ad hoc reporting with advanced visualization directly by non-technical users, as often used by modern ERP users?	Yes, Around 20 BI users may be considered
91				Data Migration	Are there any unstructured data, documents, images to be migrated?	Yes. Data migration requirement already indicated in the bidding documents

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92				Reports and business intelligence	Please mention number of report users, and no of custom reports and dashboards for initial sizing	Around 20 BI users may be considered
93	Point	PDF Page		Existing Clause	Justification	Could not understand the query .
94		13		Financial Accounting & Controlling	Is the company open to having the ERP on cloud	The application has to be hosted specifically for APGCL on a APGCL identified site.
95	FM/F/GL/MLR002	13		Financial Accounting & Controlling	Are primary & subledgers allowed?	Yes
96					Are control accounts in financials allowed. For eg. Payables and Receivables will be using control accounts & only the net balance of these ledgers are posted in GL.	Yes
97	FM/F/GL/MLR002	13		Financial Accounting & Controlling	Does consolidation follow the norms established by Ind As & GAAP	Yes
98	FM/F/GL/MLR006	14		Financial Accounting & Controlling	What is memorandum accounts? Does it mean ability to enter quantitative data	Yes
99	FM/F/GL/MC/001	14		Financial Accounting & Controlling	Is international calendar also required.	No
100	FM/F/GL/MC/003	14		Financial Accounting & Controlling	For a closed accounting period are you expecting opening it based on select login. Point 3 and 4 seem to be contradictory	Select users may be authorized to access the prior period accounting data.
101	FM/F/GL/MGMD/003	16		Financial Accounting & Controlling	Is deleting accounts not risky. There could be existing entries for these accounts	Deletion should be allowed for newly /mistakenly created A/c code [no accounts entry]
102	FM/F/GL/MGTP/14	18		Financial Accounting & Controlling	What is meant by prevention of postings to subsidiary ledger accounts	All posting should be through the Application only
103	FM/F/GL/MYR/004	22		Financial Accounting & Controlling	VAT, Cenvat, Service tax are no longer applicable. However we see it has been included as a requirement	Consider only GST

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104	FM/F/AR/MCD/001	26		Financial Accounting & Controlling	Interface with Energy billing & FPA: Is it required online or batch basis	Batch mode will do
105	FM/F/AP/MPP/034	30		Financial Accounting & Controlling	Internal requisitions, note sheets etc. These are done through vouchers and its attached notes facility. Is any special provision required.	Attaching will do
106	FM/F/AP/MPPN/017	32		Financial Accounting & Controlling	What is meant by task of editing payment proposal & editing large pmt runs	This may involve prioritizing a particular entry ahead of other
107	FM/F/CM/MCMCA/007	40		Financial Accounting & Controlling	Ability to prepare fund obligation statement: What is meant by obligation statement. Is it the fund commitment	Yes
108	FM/F/FAA/MDF/009	69		Financial Accounting & Controlling	Is double shift and extra shift allowance also being followed.	There is overtime payment
109	FM/F/FAA/MIF/005	70		Financial Accounting & Controlling	Do you also make claims in respect of leased and hypothecated assets?	No leased or hypothecated assets in use at present.
110	FM/F/WB/M/002	77		Financial Accounting & Controlling	What is waybills key generation online? Is it the way bill control no.	Waybill no longer applicable after GST
111	FM/F/LC/001	78		Financial Accounting & Controlling	In LC's do you have both Sight LC & Usance LC facilities.	Yes
112	FM/R/LC/003	79		Financial Accounting & Controlling	Do you have custom bonded materials. If so do you handle bonded and ex bond clearance bill of entries	No custom bonded materials
113	FM/F/FAA/MDF/004	69		Financial Accounting & Controlling	Change in method of depreciation. Is it the same as per IT act and Cos Act?	Primarily yes
114	FM/F/F/A/UDIT/002	79		Financial Accounting & Controlling	Is there any risk management policy being followed? How do you assess risks	As per policies mentioned in the Accounting and Financial management manuals which will be shared with the selected SI
115	FM/F/CF/C/MABC004	56		Financial Accounting & Controlling	How do you do cost allocation? Do you use any standard formula.	Yes

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116	FM/F/CF C/MABCO 05	56		Financial Accounting & Controlling	Do you have a priced stores ledger for issuing and receiving stores materials	This is the policy.
117	FM/F/CF C/MABCO 06	56		Financial Accounting & Controlling	Which costing method is being used for eg LIFO, FIFO or Wt Average	Wt Avg
118	O&M/F/P M/G/2	83		Operations & Maintenance	Can you please elaborate on what history needs maintenance?	We expect the system to create machine history over time for generating relevant alerts
119	O&M/F/P M/G/28	83		Operations & Maintenance	Modern applications follows a SMACI (Social, Mobile, Analytics, Cloud and IOT) based approach. Keeping this in consideration, IOT solutions are available on a Cloud based subscription SAAS model. Since the sensor information from various power systems and devices are not commercially sensitive information and since the user base of such systems are very focused: Can Cloud based SAAS IOT Solutions be proposed for integration with DCS/SCADA/PLC systems?	IoT solution being excluded at present
120	O&M/F/P M/G/50	87		Operations & Maintenance	Modern applications follows a SMACI (Social, Mobile, Analytics, Cloud and IOT) based approach. Keeping this in consideration, IOT solutions are available on a Cloud based subscription SAAS model. Since the sensor information from various power systems and devices are not commercially sensitive information and since the user base of such systems are very focused: Can Cloud based SAAS IOT Solutions be proposed for integration with DCS/SCADA/PLC systems?	IoT solution being excluded at present

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121	FM/F/BA/MBP	44		Budgeting/Analysis	<p>Modern applications follows a SMACI (Social, Mobile, Analytics, Cloud and IOT) based approach. Keeping this in consideration, Planning, Budgeting and Narrative Reporting solutions are available on a Cloud based subscription SAAS model. Since the annual plans and budgets are published public information and since the user based of such systems are very focused:</p> <p>Can Cloud based SAAS Planning and Budgeting be proposed?</p> <p>Also please provide us the total number of users involved in overall planning and budgeting activity.</p>	APGCL cannot share sensitive information outside its own servers
122	MM/R/IN V/MI/001	130		Material records management (Reporting Requirements)	<p>Modern applications follows a SMACI (Social, Mobile, Analytics, Cloud and IOT) based approach. Keeping this in consideration, management reports like Balance Sheet, Trial Balance etc. which are publicly available can be configured in a SAAS based subscription model. Can Cloud based SAAS Financial Cloud be proposed as part of the solution which will cater to such management reports.</p>	APGCL cannot share sensitive information outside its own servers
123	MM/F/PR C/RFQ/	149		RFQ/Tendering	<p>As part of overall solution, detailed tendering, online response from bidders, technical and commercial evaluation and negotiation mechanism is required. Please elaborate if such a eTendering and Sourcing solution is required as part of the overall solution.</p> <p>Such eTendering and Sourcing solution can be Cloud based subscribable SAAS model with unlimited Supplier usage. Please let us know if such cloud based SAAS solution can be proposed.</p>	e-tendering is not a part of scope. Only tender preparation & post selection contracting needs to be done

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124	Technical Requirement Specification (Annexure I) & Business Requirement Specification (Annexure II)			General	<p>Please provide a functional area wise breakup of the users. The functional areas can be assumed as per your guidelines:</p> <ol style="list-style-type: none"> 1. Finance Accounting & Controlling (incl Asset Management) 2. Procurement and Materials Management 3. Operations & Maintenance 4. Energy Chain Management 5. Project Planning & Management 6. HR & Payroll 7. Tariff Petition 	<p>The expectation is that the system should allow user configuration as per APGCL's requirement without any restriction. However, broadly, the module wise user requirement is :</p> <ol style="list-style-type: none"> 1. Finance Accounting & Controlling (incl Asset Management) - 75 2. Procurement and Materials Management - 75 3. Operations & Maintenance - 75 4. Energy Chain Management - 30 5. Project Planning & Management - 50 6. HR & Payroll - 75 7. Tariff Petition - 30
125	Section 3 - technical evaluation, Table 1			Technical Qualification Criteria for Bidders	In the experience of bidders, we request for relaxing the criteria from 5 years to 10 years	No change
126	MM/F/PRC/RFQ/036	126	151	Ability to evaluate the technical proposal on-line by the tender evaluation committee	Is this understanding correct that mentioned feature will not be part of in the scope of this tender ?	Correct. The e-tendering part is being dropped
127	MM/F/PRC/RFQ/027	127	150	Ability to interface with e-tendering applications	Is this correct that state's/NIC e - tendering application will be used for tendering process ?	Yes
128	HRM/F/ESS/TD/01	128	182	Ability to view the training calendar and nominate oneself and	Would all employee i.e. 1500 should be able to nominate and do on line training on	Online only is not possible

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	4			subordinate for the same which have been not specified in PMAS form	proposed solution ? Please confirm the nos.	
129	DMS/F/G EN/002	129	273	Facility to scan and upload.	Should proposed solution have scanning feature ?	No. Only uploading is needed
130	DMS/F/G EN/029	130	275	The repositories to be scalable and proven to be able to handle large no of files/folders and large amount of data i.e. in Terabytes.	is this really required in tera bytes ? Pls mention approx size.	This is to understand the solution features. Sizing will be done by the SI
131	DMS/F/G EN/032	131	275	The system should have archival feature	Is archived document to be retrieved ? And if yes what interval ?	This is to understand the solution features. Sizing will be done by the SI
132	DMS/F/D C/001	132	273	Facility for direct upload of Scanned Document to DMS repository.	Does APGCL buy scanner as part of this tender ? Please clarify	No. Scanners will be purchased later
133	FM/F/BA/ MBP/002	133	44	Ability to prepare budget with Top-Down and Bottom-up method	how many users out of 300, will be involved in budgeting exercise for proposed solution ?	around 40% users
134	FM/F/CM/ MLD/001	134	43	Ability to maintain the following information in the loans and deposit master, but should not be limited to: - Lender - Agreement date (If any) - Loan Term, Moratorium - Installment amount - Interest rate - Loan type (Borrower's note loans, Policy loan ,General loan, etc.) - Loan Source (Government or Pvt.) - Security Details - Other loan details and conditions	what is current revenue figures for APGCL ?	APGCL's revenue from all sources is 552.63 Cr (FY : 16-17)
135	O&M/F/P M/G/39	135	86	Ability to send online request to safety dept. for approval for execution of maintenance work	should workflow be automated to safety department for clearnace ?	Yes, we are expecting a workflow to be triggered
136	Annexure 1 A	5		13 - Does the system support Multiple Languages e.g. English & Assamese and any other foreign languages?	Is the understanding right that all transactions by users would be done in English language ?	Yes
137	Annexure 1 A	5		20 - Does the system support real time updates or interfaces with	The system should have capability to integrate with operational system ? Is this	This is to understand the features of the

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				software from other Vendors or in-house developed systems, including systems like SCADA, DCS, ABT Systems, Time & Attendance System, Other Data Acquisition Systems, Oracle Developer, FoxPro DBF files etc.?	understanding right ?	solution and compatibility available. SCADA and Biometric Attendance Recording system is excluded from current scope of project.
138	DMS/F/G EN/007	273		Ability to record details of following inward and outward communications • Define category of the document like : General/ Confidential/ Others etc. • Define priority of the document like: Most Important/ Important/ Urgent/ Normal etc.	Can we assume that all 300 users should have authorisation for doing file movement as well as inward/outward of daak ? If not please specify the numebrs.	All user should have access through the workflow.
139	DMS/F/G EN/014	273		Ability of distribution for exporting documents from the system	Is it fine to assume that distribution for exporting document would be within file management system through workflow ?	Yes
140	DMS/F/D C/001	275		Facility for direct upload of Scanned Document to DMS repository.	Normally in ERP implementations at power generation, the documents are stored in ERP DMS for better linkage and retrieval. Is this understanding correct that DMS repository would be of proposed ERP product and not a separate content management system ?	Yes
141	DMS/F/W S/012	280		The system shall have a facility to „Approve“, „Refer“, „Change/Modify Route“ and „Send back for clarification“ the note, through some actionable control.	Is it fine to assume that 300 users would be involved in file tracking/movement process ?	All user should have access through the workflow.
142	DMS/F/G EN/002	273		Facility to scan and upload.	Is this understanding right that scan will be done separately and then document will be upload in DMS reporsitory and attached to object ?	Yes
143	3	16 of	2.1.1.4	Government Owned Enterprise	EY is registered as and LLP. We request you	No restriction.

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		23			to confirm that we shall be eligible to qualify for the bid.	Audited Financial Statement will be needed as per Bid Document.
144	3	19 Of 23	2.2.1	Contractual Experience 1. Power Sector Experience	As ERP is a support function which is not sector specific and can be applied across the Business units and also since the modules largely requested to be supplied under ERP viz. Finance 7 Budgeting, Procurement and MM, HRM, DMS etc are generic in nature we request you to kindly dilute the clause of Power Sector experience and allow the bidder to showcase experience in any sector. We also request you to accordingly modify the Experience of Bidder organization on page no. 7 of 23 of Section 3 under the Technical Qualification Criteria for Bidders.	Please see corrigendum.
145	3	20 of 23	2.2.2	Technical Experience (for the proposed ERP product)	As ERP is a support function which is not sector specific and can be applied across the Business units and also since the modules largely requested to be supplied under ERP viz. Finance 7 Budgeting, Procurement and MM, HRM, DMS etc are generic in nature we request you to kindly dilute the clause of Power Sector experience and allow the bidder to showcase experience in any sector. We also request you to accordingly modify the Experience of Bidder organization on page no. 7 of	Please see corrigendum.

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					23 of Section 3 under the Technical Qualification Criteria for Bidders.	
146	3	23 of 23	2.4	Other Requirements	To ensure that the service delivery standards are optimum by participation of such bidders, we would request you to consider modifying the requirement of CMMI 3 to CMMi 5.	No Change
147	3	7 of 23	F	Experience of Bidders	We request you to kindly consider the contract agreement, work award or payment certificate as proof of work completed	Please see corrigendum
148	7	13 of 15	30	30.1 Limitation of Liability Except in cases of gross negligence or willful misconduct, (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement	Requesting you to kindly consider removing the following in sl no (b) "that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement" as this has unlimited liability.	No Change

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149	7	8 of 15	20.5	Confidentiality 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.	Requesting you to kindly have a definitive period of confidentiality as against perpetual confidentiality obligation for a period of period of 3 years .	No Change
150	7	11 of 15	27.1	Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.	Requesting you to kindly remove this clause as this would have an adverse impact on the engagement economics for the bidder.	No Change
151		7	Section No. 3/ Clause 1 (TECHNICAL EVALUATION), Section F, Pt.	EXPERIENCE OF BIDDER ORGANIZATION Experience in ERP Implementation in Power Utilities in South Asian Region (Preferably in India) within last 5 years: Participation by the Bidder as Supplier in ERP Projects in Power/ Electricity Sector in South Asia (Preferably in India) that have been	Request you to amend as below: Experience in ERP Implementation in Power Utilities in India within last 5 years as Primary Contractor/ OEM back-to-back projects: Participation by the Bidder as Primary Contractor/ OEM back-to-back projects in ERP Projects in Power/ Electricity Sector in India that have been successfully and substantially completed and that are based on the Bidders proposed ERP solution during	No Change

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			No. 1	successfully and substantially completed and that are based on the Bidders proposed ERP solution during the last 5 years with value of at-least USD 1 million.	the last 5 years. Maximum – 8 Marks Maximum four (4) citations may be included in the bid with up-to 2 marks for each completed project.	
152		8	Section No. 3/ Clause 1 (TECHNICAL EVALUATION), Section F, Pt. No. 2	EXPERIENCE OF BIDDER ORGANIZATION Experience in ERP Implementation in Power Utilities outside South Asian Region (Particularly developed nations) within last 5 years: Participation by the Bidder as Supplier in ERP Projects in Power/ Electricity Sector outside South Asia (Particularly developed nations) that have been successfully and substantially completed and that are based on the Bidders proposed ERP solution during the last 5 years with value of at-least USD 1 million.	Request you to amend as below: We request you to delete this clause since APGCL is Indian Power Utility and Bidders having experience in Indian Power sector will bring more knowledge during the ERP Implementation.	No Change
153		8	Section No. 3/ Clause 1 (TECHNICAL EVALUATION), Section F, Pt. No. 3	EXPERIENCE OF BIDDER ORGANIZATION Experience in ERP Project Implementation in Public Sector in South Asian Region (Preferably in India) within last 5 years: Participation by the Bidder as Supplier in ERP Projects in Central or State Government or Government owned entities in South Asia (Preferably in India) (where the Government holds more than 50%) that have been successfully and substantially completed and that are based on the Bidders proposed ERP solution during the last 5 years with value of at-least USD 1 million.	Request you to amend as below: Experience in ERP Project Implementation in Public Sector in South Asian Region (Preferably in India) within last 5 years as Primary Contractor/ OEM back-to-back projects: Participation by the Bidder as Primary Contractor/ OEM back-to-back projects in ERP Projects in Central or State Government or Government owned entities in South Asia (Preferably in India) that have been successfully and substantially completed and that are based on the Bidders proposed ERP solution during the last 5 years. Maximum – 6 Marks Maximum four (4) citations may be included in the bid with up-to 1.5 marks for each completed project. 4	No Change

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154		9	Section No. 3/ Clause 1 (TECHNICAL EVALUATION), Section F, Pt. No. 4	EXPERIENCE OF BIDDER ORGANIZATION Experience in ERP Implementation in Generation Companies within last 5 years: Participation by the Bidder as Supplier in ERP Projects in Generation Companies that have been successfully and substantially completed and that are based on the Bidders proposed ERP solution during the last 5 years with value of at-least USD 1 million.	Request you to amend as below: Experience in ERP Implementation/ Support in Generation Companies in India within last 5 years as Primary Contractor/ OEM back-to-back projects: Participation by the Bidder as Primary Contractor/ OEM back-to-back projects in ERP Projects Implementation/ Support in Generation Companies in India that have been successfully and substantially completed and that are based on the Bidders proposed ERP solution during the last 5 years. 5	No Change
155		10	Section No. 3/ Clause 1 (TECHNICAL EVALUATION), Section F, NOTE	EXPERIENCE OF BIDDER ORGANIZATION Each credential shall be considered against one parameter only. Citations shall not be counted for more than one Parameter mentioned for scoring.	Request you to amend as below: We request you to amend this clause and allow for multiple citations to be counted for more than one Parameter for scoring.	Please see corrigendum
156		19	Section No. 3/ Clause 2 (CONTRACTUAL EXPERIENCE), Pt. No. 2.2.1 (I)	CONTRACTUAL EXPERIENCE POWER SECTOR EXPERIENCE Successful completion as main supplier within the last Three (3) years, of implementing at least two (2) ERP Implementations Projects in the Power Sector (Distribution/ Transmission/ Generation company) valued at-least USD 0.80 Million.	Request you to amend as below: POWER SECTOR EXPERIENCE Successful completion as main supplier within the last Three (3) years, of implementing at least One (1) ERP Implementations Projects in the Power Sector (Distribution/ Transmission/ Generation company) valued at-least USD 0.80 Million.	Please see corrigendum.
157	29		Section No. 4/ Form 9	SCHEDULE AND PROCEDURE OF PAYMENTS Payment against Supply of ERP	Request you to amend as below: APGCL should procure all estimated users/engines licenses at the time of LOI/ PO to SI. This is	Please see Corrigendum

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			(SCHEDULE AND PROCEDURE OF PAYMENTS), Group A	Product Licenses	because of the getting high discount offering and the immediate configuration in the sand box to access the process and compare the AS IS method. Payment Terms – 100% of Total Price of respective Group-A of Detailed Pricing Schedule along with 1st year ATS for ERP Product.	
158	31		Section No. 4/ Form 9 (SCHEDULE AND PROCEDURE OF PAYMENTS), Group E	SCHEDULE AND PROCEDURE OF PAYMENTS Payment against Data Entry and Data Migration Services	Request you to clarify: Kindly clarify the payment percentage as there is some discrepancy in the Payment percentage mentioned in the Bid Document.	No Change
159	Section 3		Pre-Qualification	Power Sector Experience : Experience under contracts in the role of contractor, for at least two ERP Implementation Project in power sector during the last 3 years with value of atleast USD 0.80 Million prior to the bid submission deadline, and with activity in at least six (6) months in each year.	Power Sector Experience : Experience under contracts in the role of contractor, for at least one ERP Implementation Project in power sector during the last 5 years with value of at least USD 0.80 Million prior to the bid submission deadline, and with activity in at least six (6) months in each year.	Please see corrigendum.
160	3	23	2.4	As per RFP	We request that you seriously consider revision of the CMM Level of the participating organizations to Level 5 so as to ensure that you receive competitive bids from high quality tier 1 system integrators only. This will assure you of the success of your project.	No Change
161	3	19	2.2.1(i)	As per RFP	Request that consideration period of suitable experience be extended to global references	Please see

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					in the last 10 years across all utility services and not limited to power sector alone	corrigendum.
162	3	19	2.2.1(ii)	As per RFP	Request that consideration period of suitable experience be extended to global references in the last 10 years and not limited to the South Asian Region alone	Please see corrigendum.
163	3	7	Table F	As per RFP	Request that consideration period of suitable experience for each criteria be extended to global references in the last 10 years and not be limited to power sector alone	No Change
164	7	13	30.1(b)	As per RFP	The clause at present excludes cost of repair and replacment of defective equipment and and obligations to indemnify the purchaser with respect to patent infringement. Request to kindly drop this para as there is no supply of equipment involved and no case of potential patent infringement.	No Change
165	8	3	GCC 16.3	As per RFP	There is no payment milestone defined either for supply of ERP licenses or for implementation. Please clarify if milestone based payment against above is acceptable. What would be the milestones?	Answer elsewhere.
166	8	5	GCC 27.1	As per RFP	The cap for penalties is exclusive of the cap for liquidated damages with a combined ceiling of 20%. We request that the combined ceiling be revised to 10% and the individual ceilings to 5%.	No Change
167	8	1	GCC 1.1(q)	As per RFP	We understand that project would be executed at a centralized location from Guwahati? Please confirm. Will APGCL manage the lodging and boarding of consultants deployed at the project location?	No
168	8	1	GCC 1.1(q)	As per RFP	We assume that APGCL will deploy a dedicated core team from each business	Yes

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					function. Please confirm our understanding.	
169	8	1	GCC 1.1(q)	As per RFP	We understand that APGCL will have only one legal entity. Please confirm our understanding.	Yes
170	6	10	C(vii) & D(i)	As per RFP	Data Migration: We assume that data will be available in digitised form. Please confirm	Please read the Bid Document.
171	6	9	C(ii)	As per RFP	"The supplier is also required to implement a software tool for development, testing, quality assurance, transport mechanism to production..... (Ticket Management)." Can SI use the features available within ERP solution for the above mentioned features or a separate tool outside ERP is required to be deployed. Please confirm.	Yes
172	6	13	I(i)	As per RFP	"Purchaser's project team will be involved in unit test, integration test , load/stress test" For load testing purpose is there a requirement of separate tool to be deployed by SI. Please confirm.	Yes
173	6	12	G(i)	As per RFP	"Also the supplier shall provide the API interfaces for integration of ERP software with other software being used / to be used by Purchaser". Are there any legacy system of APGCL which need to be integrated with ERP system. If so please provide the details of such system and what kind of data exchange is needed between the systems	At present there is no electronic legacy system available in APGCL
174	6	12	G(i)	As per RFP	Please specify the type of Integration expected a "Real Time" or a "Batch wise Data flow"? Real time integration would require SAP Process Orchestration (middleware).	No Real time integration in current project.
175	6	14	K	As per RFP	Auditing and Quality Control: Please confirm at which stages during implementation ERP OEM Audit is required.	Will be discussed with SI

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176	6	14	L	As per RFP	Change Management Process / Procedure: Is business re-engineering also in scope. Please confirm.	Functional requirement as per FRS
177	6	14	L(ii)	As per RFP	We assume that training infrastructure will be taken care by APGCL, please confirm.	Yes
178	6	17	O(i)	As per RFP	What is the minimum number of helpdesk resource required for Sunday Support. Based on your response we need to factor additional resources. Please note as per norms we cannot ask a resource to work more than 48 hrs. in a week. We believe 4-man helpdesk to be deployed at each of the 11 Locations of the organization. Hence, a minimum of 44 resources would be required to support the 11 locations. Please confirm. However, bidder has got the flexibility to deploy Data Center support resources in a hybrid model (Offshore+Onsite), whereas it is mandatory to keep 2 resources at DC for hands and feet support. Please confirm if our understanding is correct. Could you please elaborate the requirement of health audit?	Please see corrigendum
179	6	9	C(ii)		Is bidder required to deploy any central Helpdesk tool for all the locational helpdesk? If yes, where it needs to be deployed. What is volume break up in page size, A4, A3, A0 etc. In which language documents are available and in which language Data Entry has to be done? Is documents are printed or hand written? How many approximate characters are there in each page . Pages are single side written/printed or both	<ul style="list-style-type: none"> • APGCL HQ • Mostly A4 • English • Both • Depends • Single Side • B&W and Color • No • No • In Files

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					<p>the side?</p> <p>Scanning has to be done in B&W, Color or Grayscale? Are there any specifications set by customer, DPI, minimum tagging requirement etc.?</p> <p>Is there any requirement of Zone Mapping, OCR, ICR?</p> <p>What is state of paper, loose, hard Bind</p> <p>How old documents are (5 Yrs., 10 Yrs. etc....)</p> <p>Does customer have any Document Management System in place? If not then do they want us to implement and sustain it?</p> <p>What is the duration for work completion (weeks, months) Is customer providing all required Infra, like, Computer, Software, Scanners, work space, Power supply etc...?</p> <p>At how many locations work has to be executed?</p>	<ul style="list-style-type: none"> • 10 Years Maximum • No • As a part of ERP • As a part of ERP • Yes • Please read the Bid document.
180	6	9	C(ii)		Is the training also required in local language, is it expected that the user manuals also be given in different languages? Please specify the languages.	No such particular requirement.
181	4	42	E.3		Capability to support the product on 24/7 basis: We assume that DC Infrastructure to be monitored by 24x7. Please confirm.	Please see corrigendum.
182	General				Whether any existing ERP / any other legacy system is running	No
183	General				Which are the existing modules running	No
184	General				What would be the integration requirement	Mostly offline integration.
185	General				Whether As-Is study for processes required for all the modules before BBP.	Yes
186	General				Whether the Change Management workshops will be conducted only on HQ or for all other locations	Please read the Bid Document.
187	General				Please confirm, whether the CM workshops	Mostly for Officers.

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					would be conducted for all levels of employees	
188	General				All the logistics / stationeries would be arranged by APGCL for the CM workshops	For all training, courseware/training material & faculty has to be arranged SI
189	General				Is there any specific qualification / experience required for proposed resources	Please read the Bid Document.
190	General				Which are the systems the ERP systems will replace?	Mostly excel.
191	General				Please list the current technology landscape	Website and PCs.
192	General				What are the legacy systems and databases that are source systems to the new ERP system	Already Answered.
193	General				What formats of data is expected from the source system	Excel
194	General				We are assuming that the legacy data is only structured data. Pls confirm	Already Answered.
195	General				Is there a need to source data from multiple modules of SAP for report building?	May be yes.
196	General				After Go Live of the new ERP system, we assume that ERP will be the only source system for BI reporting. Pls confirm	Yes
197	General				Is the requirement such that all data from different modules will be stored in a reporting database for reporting and dashboard preparation for top management?	Yes
198	General				Is there a need for historical data to be part of the reporting database? If yes, pls state the no of years of history data that needs to be present in the reporting database	Only limited data. Please read the BD and BRS.
199	General				What are the business goals/KPI which needs to be tracked by the top management	Will be discussed with SI
200	General				In the current set up, how many and what	Please read the BRS

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					type of reports are being consumed by the top management	
201	General				How frequently are these reports being generated for the top management and how is it being currently done	Will be discussed with SI
202	General				What are the issues/problems in the generation and presentation of the reports by the IT/reporting team to the top management	Will be discussed with SI
203	General				What is the top management perspective on these reports? Are they happy or do they see some scope for improvements? If yes, then what is the improvement they are expecting	Will be discussed with SI.
204	General				How many people of the top management regularly receives and consumes the reports	Will be discussed with SI
205	General				What decisions and way of working is APGCL top management expecting to take or change with the analytical reports and dashboards	Will be discussed with SI
206	General				What are main painpoints of the current system	Manual system. Use of IT is limited to excel only.
207	General				Is it a green field implementation? Please clarify. If not please let us know the followings ; 1] What is current landscape ? Please describe it in detail. 2] What are the source systems present for the consolidation into ERP? 3] What is the data volume of each of the source systems? 4] How many years of History data can be expected from the current landscape? 5] Are there any third party systems needs to be integrated? Please clarify 6] What are the known data quality issues in existing Business Systems and third party systems?	Please read above.

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					Is name or address standardization, Indian address verification and standardization to be considered?	
208	General				Are you looking for a decision support system along the sides of an ERP system implementation for the reporting and dashboarding for middle management and higher management purposes? OR Are you looking for some sort of consolidated reports of various ERP modules along the sides of any specific KPIs? Please clarify this in detail.	Around 20 BI users may be considered
209	General				Please let us know the Number of Reports and Dashboards expected with complexity level (I.e. Simple, Medium & Complex) ?	Please read the Bid Document.
210	General				Is Multilingual reporting expected ? If yes, how many and what all languages.	No
211	General				what is the level of self servicing required? How many self-service BI licensing required	Please read the Bid Document.
212	General				Is Mobile BI required ? If yes, please provide the number of reports required and details of those reports.	No
213	General				Any existing reports needs to be migrated to new BI system ? If yes, please share existing BI system details and number of reports to be migrated ?	No
214	General				Would It be OK for users to view Online Reports through a Reporting Application? Or all Reports need to be embedded with any specific application ?	Will be discussed with SI
215	General				Are there any requirement for real time reports to be generated ? Please confirm.	No
216	General				Please mention if bidder has to provide Desktop/Laptop for Helpdesk and Data center support Engineers?	SI has to provide relevant resources for each team member.

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217		19	Section No. 3/ Clause 2 (CONTRACTUAL EXPERIENCE), Pt. No. 2.2.1 (I)	CONTRACTUAL EXPERIENCE POWER SECTOR EXPERIENCE Successful completion as main supplier within the last Three (3) years, of implementing at least two (2) ERP Implementations Projects in the Power Sector (Distribution/ Transmission/ Generation company) valued at-least USD 0.80 Million.	Request you to amend as below: POWER SECTOR EXPERIENCE Successful completion as main supplier/ proposed ERP OEM Back-to-back Projects within the last Three (3) years, of implementing at least One (1) ERP Implementations Projects in the Power Sector (Distribution/ Transmission/ Generation company) valued at-least USD 0.40 Million.	Please see corrigendum.
218		19	Section No. 3/ Clause 2 (CONTRACTUAL EXPERIENCE), Pt. No. 2.2.1 (I)	CONTRACTUAL EXPERIENCE PRODUCT EXPERIENCE Successful completion as main supplier within the last Three (3) years, of implementing at least One (1) ERP Implementations Projects in the Public/ Government Sector Organization in South Asian Region (Preferably in India) based on proposed ERP Product valued at-least USD 0.80 Million.	Request you to amend as below: PRODUCT EXPERIENCE Successful completion as main supplier within the last Three (3) years, of implementing at least One (1) ERP Implementations Projects in the Public/ Government Sector Organization in South Asian Region (Preferably in India) based on proposed ERP Product valued at-least USD 0.40 Million.	Please see corrigendum.
219		7	Section No. 3/ Clause 1 (TECHNICAL EVALUATION), Section F, Pt. No. 1	EXPERIENCE OF BIDDER ORGANIZATION Experience in ERP Implementation in Power Utilities in South Asian Region (Preferably in India) within last 5 years: Participation by the Bidder as Supplier in ERP Projects in Power/ Electricity Sector in South Asia (Preferably in India) that have been successfully and substantially completed and that are based on the Bidders proposed ERP solution during the last 5 years with value of at-least USD 1 million.	Request you to amend as below: Experience in ERP Implementation in Power Utilities in South Asian Region (Preferably in India) within last 5 years: Participation by the Bidder as Supplier/ proposed ERP OEM Back-to-back Projects in ERP Projects in Power/ Electricity Sector in South Asia (Preferably in India) that have been successfully and substantially completed and that are based on the Bidders proposed ERP solution during the last 5 years with value of at-least USD 0.4 million.	No Change
220		8	Section No. 3/	EXPERIENCE OF BIDDER ORGANIZATION	Request you to amend as below: Experience in ERP Implementation in Power	No Change

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			Clause 1 (TECHNICAL EVALUATION), Section F, Pt. No. 2	Experience in ERP Implementation in Power Utilities outside South Asian Region (Particularly developed nations) within last 5 years: Participation by the Bidder as Supplier in ERP Projects in Power/ Electricity Sector outside South Asia (Particularly developed nations) that have been successfully and substantially completed and that are based on the Bidders proposed ERP solution during the last 5 years with value of at-least USD 1 million.	Utilities outside South Asian Region (Particularly developed nations) within last 5 years: Participation by the Bidder as Supplier/ proposed ERP OEM Back-to-back Projects in ERP Projects in Power/ Electricity Sector outside South Asia (Particularly developed nations) that have been successfully and substantially completed and that are based on the Bidders proposed ERP solution during the last 5 years with value of at-least USD 0.4 million.	
221		8	Section No. 3/ Clause 1 (TECHNICAL EVALUATION), Section F, Pt. No. 3	EXPERIENCE OF BIDDER ORGANIZATION Experience in ERP Project Implementation in Public Sector in South Asian Region (Preferably in India) within last 5 years: Participation by the Bidder as Supplier in ERP Projects in Central or State Government or Government owned entities in South Asia (Preferably in India) (where the Government holds more than 50%) that have been successfully and substantially completed and that are based on the Bidders proposed ERP solution during the last 5 years with value of at-least USD 1 million.	Request you to amend as below: Experience in ERP Project Implementation in Public Sector in South Asian Region (Preferably in India) within last 5 years: Participation by the Bidder as Supplier/ proposed ERP OEM Back-to-back Projects in ERP Projects in Central or State Government or Government owned entities in South Asia (Preferably in India) (where the Government holds more than 50%) that have been successfully and substantially completed and that are based on the Bidders proposed ERP solution during the last 5 years with value of at-least USD 0.40 million.	No Change
222		9	Section No. 3/ Clause 1 (TECHNICAL EVALUATION), Section	EXPERIENCE OF BIDDER ORGANIZATION Experience in ERP Implementation in Generation Companies within last 5 years: Participation by the Bidder as Supplier in ERP Projects in Generation Companies that have been successfully and substantially	Request you to amend as below: Experience in ERP Implementation/ Support in Generation Companies in India within last 5 years as: Participation by the Bidder as Supplier/ proposed ERP OEM Back-to-back Projects in ERP Projects Implementation/ Support in Generation Companies in India that have been successfully and substantially	No Change

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			F, Pt. No. 4	completed and that are based on the Bidders proposed ERP solution during the last 5 years with value of at-least USD 1 million.	completed and that are based on the Bidders proposed ERP solution during the last 5 years with value of at-least USD 0.40 Million.	
223		9	Section No. 3/ Clause 1 (TECHNICAL EVALUATION), Section F, Pt. No. 5	EXPERIENCE OF BIDDER ORGANIZATION Experience in Implementation of Energy Chain Management/ Fuel Management module in Generation Company: Participation by the Bidder as Supplier in fuel management projects for Electricity Generation Companies that have been successfully and substantially completed and that are similar to the proposed IT Products/ or Services during the last 5 years.	Request you to amend as below: Experience in Implementation/ support of Energy Chain Management/ Fuel Management module in Generation Company in India: Participation by the Bidder as Supplier/ proposed ERP OEM Back-to-back Projects in fuel management projects for Electricity Generation Companies that have been successfully and substantially completed/ supported and that are similar to the proposed IT Products/ or Services during the last 5 years in India.	No Change
224		10	Section No. 3/ Clause 1 (TECHNICAL EVALUATION), Section F, NOTE	EXPERIENCE OF BIDDER ORGANIZATION Each credential shall be considered against one parameter only. Citations shall not be counted for more than one Parameter mentioned for scoring.	Request you to amend as below: We request you to amend this clause and allow for multiple citations to be counted for more than one Parameter for scoring.	No Change
225		29	Section No. 4/ Form 9 (SCHEDULE AND PROCEDURE OF PAYMENTS),	SCHEDULE AND PROCEDURE OF PAYMENTS Payment against Supply of ERP Product Licenses	Request you to amend as below: APGCL should procure all estimated users/engines licenses at the time of LOI/ PO to SI. This is because of the getting high discount offering and the immediate configuration in the sand box to access the process and compare the AS IS method. Payment Terms – 100% of Total Price of respective Group-A of Detailed Pricing Schedule along with 1st year ATS for ERP Product.	Pls see corrigendum

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			Group A			
226	Goods 1s2SE_S ection 1	5	4.3	As per RFP	Request deletion of "including..but not limited to"	No Change
227	Goods 1s2SE_S ection 1	12	21.2	As per RFP	Request deletion	No Change
228	Goods 1s2SE_S ection 1	23	46.1	As per RFP	We can agree to provide Performance Security within 15 days from the date of the execution of the Contract	No Change
229	Section 2 - Bid data Sheet	4	21.2	As per RFP	Request deletion. We cannot accept ineligibility period	No Change
				As per RFP	Request deletion of "including..but not limited to" as this makes the scope open ended	No Change It may be noted here the Purchaser as well as the Contractor are bound by the contours of the contract document and "including..but not limited to" may be applied in the context of minor missed item and not open ended scope.
230	Section 2 - Bid data Sheet	10	c.vii	As per RFP	Upgrades,Updates , fixation of patches shall be provided at an additional cost.	Major version upgrades will be at extra cost, if needed..
231	Section 2 - Bid data Sheet	16	N	Upgrades	Upgrades,Updates , fixation of patches shall be provided at an additional cost.	Please see above
232	Schedule 7	3	3	Fraud and Corruption- As per RFP	Request deletion	No Change
233	Schedule 7	9	20.5	As per RFP	The Confidentiality obligation should survive for a period of 3 years from completion or	No Change

Sl. No	Section No	Page No.	Clause No.	Clause	Query / Clarification sought	APGCL's Reply
					termination	
234	Schedule 7	11	28.1, 28.2	As per RFP	Request deletion	No Change
235	Schedule 7	11	28.6	If having been notified the supplier fails to remedy the defects within the period specified in the SCC, the purchaser may proceed to take with in a reasonable period such remedial action as may be necessary at the supplier risk and expense and without prejudice to any other right which the purchaser may have aginest the supplier under the contractor	if having been notified the supplier fails to remedy the defects within the period specified in the SCC, the purchaser may proceed to take with in a reasonable period such remedial action as may be necessary at the supplier risk and expense and without prejudice to any other right which the purchaser may have have aginest the supplier under the contractor. <u>However the total liability for any excess cost incurred shall be limited to 3% of the total contract value which was agreed to be paid to bidder for the undelivered portion of Services.</u>	No Change
236	Schedule 7	12	29.1	As per RFP	Indemnity should be limited to third party claims. Indemnification for IPR infringement shall be applicable to Supplier only when such infringement is solely and proximately attributable to Supplier	No Change
237	Schedule 7	13	30.1.a	As per RFP	Neither the party shall be liable to the other party for any indirect or consequential loss or damage loss of use loss of profit or interest costs <u>loss of data</u> provided that this execution shall not apply to any obligation of supplier to pay LD to the purchaser and Notwithstanding anything contrary elsewhere mentioned in the Agreement, Aggregate liability of the supplier to the purchaser will be restricted to Annual Contract Value.	No Change
238	Schedule 7	14	35	As per RFP	Termination for Default: Right to termination should be mutual Termination for default can be exercised upon failure of either party for performing	No Change

Sl. No	Section No	Page No.	Clause No.	Clause	Query / Clarification sought	APGCL's Reply
					material obligation which have created adverse impact on the performance of Services and fails to cure such default within thirty days from the intimation. Termination right shall be exercised by giving prior written notice of not less than thirty (30) days. Supplier shall be entitled for all the payments for the services rendered till the date of termination	
239	Schedule 7	14	35 (Termination)	In case purchaser terminate contract in whole or in part pursuant to GCC 35.1 (a) the purchaser may procure upon such terms and in such a manner as it deems appropriate goods or series similar to those undelivered or not performed and supplier shall be liable to the purchaser for any additional cost for such similar goods or related services. however supplier shall continue performing contract to the extent not terminated	In case purchaser terminate contract in whole or in part pursuant to GCC 35.1 (a) the purchaser may procure upon such terms and in such a manner as it deems appropriate goods or series similar to those undelivered or not performed and supplier shall be liable to the purchaser for any additional cost for such similar goods or related services. however supplier shall continue performing contract to the extent not terminated. <u>However the total liability for any excess cost incurred shall be limited to 3% of the total contract value which was agreed to be paid to bidder for the undelivered portion of Services.</u>	No Change
240	Schedule 8	2	10.2	As per RFP	Appointment of Arbitrator in case of local supplier shall be on mutually terms and conditions as per Indian Arbitration and Conciliation Act, 1996 and amendments thereof	No Change
241	Schedule 8	5	27.1 (Capping on penalty)	The maximum amount of liquidation damages shall be 10% this does not include penalty applicable. The penalty will be deducted as applicable separately with a combination celling of 20%	The maximum amount of liquidation damages shall be 105% of <u>implementation cost</u> this does not include penalty applicable. The penalty will be deducted as applicable separately with a combination celling of 20%	No Change
242	Schedule 8	6	30.1.b	As per RFP	Request LOL to be 100% of the Annual Contract Price	No Change

Sl. No	Section No	Page No.	Clause No.	Clause	Query / Clarification sought	APGCL's Reply
243	Schedule 8			Savings Clause	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if _____ and to the extent Wipro's performance is affected _____, delayed or causes nonperformance due to Customer's omissions or actions whatsoever (including without limitation, ensuring site readiness _____ for _____ performance of Services).	No Change
244	Schedule 8			Deemed Acceptance	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not _____ submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer _____ uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.	No Change
245	Schedule 8			SNR	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	No Change It has been clarified during the pre bid meeting that the Purchaser plans to engage space in a existing third party data centre with the technical assistance of the Contractor
246	Schedule 8			Transfer of risk and title	Wipro assumes that the title of ownership and risk of the goods supplied under this Contract is passed onto Customer on delivery of the material at the Customer location.	No Change

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247	Schedule 8			Change Orders	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services.	No Change
248	Schedule 8			Non Hire	Customer agrees that for the term of this Agreement and for a period of one (1) year thereafter, Customer will not directly or indirectly, recruit, engage, solicit, discuss employment with, hire, employ or engage any Wipro personnel assigned to Customer currently or within the previous one (1) year, or induce any such individual to leave the employment of Wipro.	No Change
249	Schedule 8			Warranty Disclaimer	Wipro provides for only those warranty and representations which are expressly mentioned in this Contract and the same are in lieu of all other warranties, express or implied.	No Change
250	Schedule 8			Faulty Spares/equipment and Standby spares/equipment	Notwithstanding anything to the contrary contained elsewhere, all the Faulty Spares/equipment and any Standby spares/equipment if delivered by Wipro to the Customer shall be returned to Wipro within 10 days of the Replacement Spares/Equipment so provided and title of the said Faulty or Standby spares/equipment shall be transferred back to Wipro Limited. Customer shall acknowledge receipt of the replacement spares/equipment in accordance with the format provided and shall submit the same to	No Change

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					the authorized courier at the time of delivery. In the event Faulty or Standby spare/equipment is not returned within the time period stipulated above for any reasons whatsoever, Spares support shall be suspended till the return of the spare/equipment or till the payment is made (period not exceeding 21 days from the date of invoice) for such spare/equipment at the applicable rate (including taxes as may be made applicable). It stands clarified that no SLAs or penalties of any nature whatsoever shall be made applicable to Wipro during such period.	
251	Schedule 8			Upgrades/Updates/fixation of Patches	Notwithstanding anything to the contrary contained elsewhere, any upgrades/updates/fixation of patches to the Software shall be at an additional cost effective by execution of the Change order/	No Change
252	Document Management/General	273	DMS/F/GEN/005	Facility in the system to prompt if the same document is received earlier and also facility to club it together	As per our understanding from the RFP, the system should raise an alarm/trigger if there is any modification to the document. Also, by clubbing we understand that there should be a facility of linking the document to another through URL. Please confirm.	Yes
253	Document Management/General	274	DMS/F/GEN/014	Ability of distribution for exporting documents from the system	As per our understanding from the RFP, the system should allow importing of documents from various sources like Emails,scanner into the DMS which may be exported to workflow system/ERP for further activites. Please confirm.	The user requires the facility.- it is for the Contractor to design the workflow - need not necessarily be real-time
254	Document View & Annotations	276	DMS/F/DVA/001	The system should have inbuilt Document viewer for viewing images and scanned documents. Electronic documents like pdf,html,MS office documents etc should open in the native application	As per the RFP, there are various other file formats like CAD mentioned for viewing through the system. Please confirm the exact file formats required for viewing through the DMS and the workflow management system.	In case a CAD drawing is stored on the DMS, the relevant user should be in a position to download the same

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						on his desktop and view/ modify it and then upload it back to the DMS. Only the user action of upload/ download needs to be logged.
255	Workflow System	280	DMS/F/WS/021	The system shall provide facility to take printout of the noting for filing in the paper folder as record.	As per our understanding, all the notes and the documents linked to the file should be readily available for printout to save the paper folder as record. We suggest to have a record management system where all the records can be kept in a digital format with all the desired compliances in a digital format which will help in perserving them for long term as against standard paper format.Please suggest.	This can be discussed with the Contractor
256	DMS	Misc	Misc	Licenses for DMS/Workflow	As per the RFP, we are presuming the no. of licences for DMS/workflow as 1500 as per the ERP licenses. Please comfirm the user concurrency for accessing the DMS/Workflow at a single point of time.	Refer SI No 72
257	Scanning	Misc	Misc	Licenses for Scanning.	As per the RFP, there is a requirement digitization of documents. Please specify the number of locations where scanners will be used for digitization.	Four locations - HQ and the three power stations
258	Digitization	Misc	Misc	Digitization	Please specify the approximate number of pages and their page size that would be digitized as a part of this RFP.	Please read the Bid Document.
259	Implementation	Misc	Misc	Efforts Estimation	Please help us in understanding the number of processes and departments that would be covered under Wrokflow and DMS as that will help us in optimizing our effort calculation	It is for the bidder to apply their judgment based on the FRS included in the bidding documents.