

S. No.	Page No	Section (Name & No.)	Sub Section (Name & No.)	Statement as per Tender Document	Query by bidder	Reason for Query	BHEL Response
1		Annexure #1 Functional Requirement Specification	P&D -009 to 22	Planning and development for Unit and Business Sector is the main heading	Please specify the no of users in each units & Business Sectors including the no of units & Business Sectors as per BHEL's definition	Impact's Licensing	Approx. 150 executives in Planning & Dev. Function across BHEL. This is not w.r.t. Production, Material Planning etc
2		Annexure #1 Functional Requirement Specification	Corp 047 - 62	Corporate Finance is main heading heading and corporate books	Please specify the no of users in the corporate who will be using the system for the asked functionality	Impact's Licensing	90-100 resources in Corp. Finance inclusive of all standard Finance sub-functions like Books, Budget, Establishment
3		Annexure #1 Functional Requirement Specification	CM/001 to 5	Corporate Monitoring	Please specify the no of users in the corporate Monitoring who will be using the system for the asked functionality	Impact's Licensing	maximum 15 users
4		Annexure #1 Functional Requirement Specification	SRSK/001 to 11	Safety & Risk Compliance	Please specify the no of users in the safety and Compliance team who will be using the system for the asked functionality	Impact's Licensing	Approx. 50 Users
5		Annexure #1 Functional Requirement Specification	PMG/027	PMG	Please specify the number of Instances of each Primavera and MS Project	Impact's Licensing	Project Management capability to be provided as per FRS & TRS.
6		Annexure #1 Functional Requirement Specification	Engineering	Multiple subsections put together	Please specify the no engineering users who will be Using the PLM environment	Impact's Licensing	PLM author - 70 Licenses . Reviewer - 20 Licenses as of now . However final quantity may vary marginally
7		Annexure #1 Functional Requirement Specification	Engineering	Ability to Autogenerate the material code	Please specify the number of materials which will be created with specified logic and check to cater to one BHEL vision	Impact's Licensing	Generation of Material code is an continuous process (not at one - point of time) . Hence exact quantity cannot be estimated
8		Annexure #1 Functional Requirement Specification	Mar 001 to 25 & Mar 44 till 71	Applicable for all the line items	Please specify the no of marketing users for both projects and services who will be using the system for the asked functionality	Impact's Licensing	Corporate
9		Section 9.2 - General Scope	8	Integration of BHEL's Engineering Software	Please specify the no seats license we have for AutoCAD which needs Integration to the ERP	Impact's Licensing	Approx. 1000
10		Section 9.2 - General Scope	8	Integration of BHEL's Engineering Software	Only AutoCAD and wrench needs integration and rest any other Engineering software Integration is outside the scope of OEM Supply and SI's Implementation	Impact's Licensing	Integration with Engineering software is part of Bidder's scope of work.
11		Section 8.2.2	Page 71	Minimum resources requirement - Master data Governance	Please specify the no master data objects like Vendor, Customer and Material Codes , which have to made common across BHEL and will form an important part of one BHEL Master data design	Impact's Licensing	Master data objects available in offered ERP product and in-line with BHEL's FRS requirement have to be considered.
12		Annexure #1 Functional Requirement Specification	MM/151	Subcontract: Enquiry on vendors based on balance load capacity available with the vendor	Does BHEL Intend to Load the vendor's based on the capacity utilization of the Vendors.	Impact's licensing	Yes, the vendor is loaded based on the capacity of the vendor to ensure timely supply. The system should enable efficient loading.
13		Annexure #1 Functional Requirement Specification	MM/152	Subcontract: Generation of counter-offer/ maximum discount/ quantity discount in Enquiry	Please elaborate the requirement from a process Perspective	Impact's licensing	Solution shall allow the vendor to post revised pricing/offer. Further elaboration with successful bidder
14		Annexure #1 Functional Requirement Specification	Fin/837	Ability to integrate Treasury function with electronic banking, finance processes. Improve liquidity	What is the current year revenue of BHEL and expected growth over next 5 years	Need Clarity for Licensing and effort	process shall be shared with successful bidder.

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15		Annexure #1 Functional Requirement Specification	Fin/849	Ability to link the Hedging with credit facility.	What is the current Hedge volume of the treasury function of BHEL and expected growth rate over next 5 years	Need Clarity for Licensing and effort	process shall be shared with successful bidder.
16		Annexure #1 Functional Requirement Specification	Corp Fin/038	Ability to make and approve strategy plan online	What would be the number of users who would be actively involved in the planning and consolidation process across BHEL	Need Clarity for Licensing and effort	Strategic plan users may be around 100.
17		Annexure #1 Functional Requirement Specification	Imp/Exp001-006	Docket Generation for Import Customs clearance	How many users would be actively involved in the export documentation process in the system	Need Clarity for Licensing and effort	5-6 users per consignment case to case basis
18		Annexure #1 Functional Requirement Specification	MM/030	Provision for entering Techno Commercial Memorandum of Understanding for a Product material category(PMD). Memorandum of Understanding(MoU) document to be generated with validity, item wise or vendor wise in the system	MOU generation will be outside the scope of ERP system	Process Clarity	In order to facilitate faster procurement, BHEL enters into techno-commercial MOUs with registered vendors. At the time of material requirement, only price bids and delivery confirmation are asked from these vendors. The details of MOU as agreed upon by BHEL and Vendor for a particular item should be available in soft form as attachment and queryable fields.
19		Annexure #1 Functional Requirement Specification	MM/150	provide linkage between the insurance details in units with the details in Corporate Finance.	Can we have details of the requirement from a process Perspective.	Process Clarity	It is now an open general policy by corporate (Centralised Insurance Policy - outward and inward)
20		Annexure #1 Functional Requirement Specification	MM/153	Subcontract: Generation of PO proposal and generation of PO on locking, PO amendment system reqd	Please elaborate the requirement from a process Perspective	Process Clarity as the requirement statement is confusing	Purchase Proposals with, inter alia, details from tender, Purchase Requisition, previous Purchase Orders, negotiation or counter offer, if any, are prepared for necessary approval as per extant policy. This should be approved by customer
21		Annexure #1 Functional Requirement Specification	Manf/066	In case of vendor is not able to replace/ rectify, the rejection would be processed in the same manner as proposed for the shop manufactured items	Please elaborate the requirement from a process Perspective	Process Clarity	If Vendor manufactured item is rejected and vendor is not going to replace, fresh manufacturing to be enabled
22		Annexure #1 Functional Requirement Specification	Mar/004	Ability to have a collaborative online platform for availability of Business Environment /Market Intelligence / Investment plan of customer	This is a very generic statement. Please explain in detail what type of collaboration functionality is expected here for customers	Requirement not clear	Part of As-Is documentation, shall be shared with bidders qualifying PO.
23		Annexure #1 Functional Requirement Specification	Mar/075	Ability to generate the Business Environment Report	Can u please clarify on the details expected in the Business Environment Report.	Requirement not clear	It is about tracking business environment in terms of new govt policies and impact on business, customer announcements, and converting these opportunites and keeping watch on our competetors, new technologies in the market etc

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24		Annexure #1 Functional Requirement Specification	Mar/081	Ability to generate the ABCDE report	Can u please clarify on the details expected in the ABCDE report.	Requirement not clear	Custom report for Marketing function.
25		Annexure #1 Functional Requirement Specification	Mar/083	Ability to generate the MCM report	Can u please clarify on the details expected in the MCM report.	Requirement not clear	Management Committee is a committee of all the unit/division heads, functional directors i.e. the Top Management of the company. Almost meeting everymonth to discuss Business Environment, Review od specific areas, operations review etc. Corporate Functions and units/divisions present their status to MC.A number of reports are there.
26		Annexure #1 Functional Requirement Specification	Fin/019	Ability to find Production Order Cost based on Moving average method, weighted average, first in first out(FIFO) etc	We hope the expectation is to have an ability to follow one of the se methods as applicable	Clarity required	process shall be shared with successful bidder.
27		Annexure #1 Functional Requirement Specification	Fin/032	Ability to support integrated accounts in costing & finance arrival	What is costing & finance arrival?	Clarity required	process shall be shared with successful bidder.
28		Annexure #1 Functional Requirement Specification	Fin/099	Ability to generate report of PFR and FG.	What is PFR?	Requirement not clear	process shall be shared with successful bidder.
29		Annexure #1 Functional Requirement Specification	Fin/121	Ability to perform retrospective revision of rates.	Does retrospectively imply revision of rates for closed financial periods also?	Requirement not clear	process shall be shared with successful bidder.
30		Annexure #1 Functional Requirement Specification	Fin/581	Ability to process PSL in real time basis	What is PSL?	Requirement not clear	process shall be shared with successful bidder.
31		Annexure #1 Functional Requirement Specification	Fin/598	Ability to have proper linkages to be established in the system for accountal of MWF with respect to source / destination / storage location (vendor)	What is MWF?	Requirement not clear	process shall be shared with successful bidder.
32		Annexure #1 Functional Requirement Specification	Fin/756	Ability to maintain multiple chart of accounts if required in the case of different plants.	Expectation is to have different chart of accounts for different plant?	Requirement not clear	process shall be shared with successful bidder.
33		Annexure #1 Functional Requirement Specification	Fin/802	Provision for user defined suspense codes.	What is meant by suspense codes?	Requirement not clear	process shall be shared with successful bidder.
34		Commercial	Commercial	Provision for Package Planning, transportation, and space.	What provisions are required for Package Planning, transportation, and space?	Requirement for clear	Based on parameters defined in standard logistics solution in ERP. Sequential despatches and shipping plan
35		Annexure #1 Functional Requirement Specification	Comml/317	Ability to allocate advance according to orders for spares.	Kindly elaborate the requirement	Requirement for clear	Will be covered automatically during finalisation of contract terms(post offer) and creation of billing breakup in the ERP module

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36		Annexure #1 Functional Requirement Specification	Engg/014	Repository for storing and retrieving digital product data model and (BOM, documents, component attributes, drawings and models, schematics, software modules, specifications, data sheets and revision history)	Kindly tell is there some content server/data repository tool already	Please detail the requirement, as clear understanding will help in proper mapping with appropriate solution/interface & effort calculation	Yes, data is already available in different Repository server. Suitable interface to be provided for data retrieval
37		Annexure #1 Functional Requirement Specification	Engg/114	Ability for Online filing of Intellectual Property Rights	Kindly explain the expectations around IPR management. Or can it be assumed that BHEL only wants a system to file IPR's only.	Please detail the requirement, as clear understanding will help in proper mapping with appropriate solution/interface & effort calculation	To include, if detailed in RFP.
38		Annexure #1 Functional Requirement Specification	Engg/130	Facility to Create a centralized Company Innovation bank at Corporate Level	Is there any online/offline feature of Company Innovation bank currently , what all is needed to be captured in that and who all will have access to it	Please detail the requirement, as clear understanding will help in proper mapping with appropriate solution/interface & effort calculation	Currently information is stored manually. This is to be mapped in ERP solution.
39		Annexure #1 Functional Requirement Specification	Engg/004	Ability to carry out Producibility Analysis in certain cases in consultation with Product Engineering & Operations. Reasons for rejection to be captured for analysis	Kindly advice what all parameters are considered during Producibility analysis by BHEL	Need more clarity	Reason for unsuccessful tender to be recorded. It is comparison of estimated costs Vs actual expenditure.
40		Annexure #1 Functional Requirement Specification	Engg/083	Development , updation & Management of software , programs & tools used in engineering are to be covered . System should update the source programs in fortran , basic etc	Does BHEL expect ERP Software to do program updation of other softwares like Fortran and basic.	Please detail the requirement, as clear understanding will help in proper mapping with appropriate solution/interface & effort calculation	System should provide facility to update source programs in Fortran, basic etc for design calculations
41		Annexure #1 Functional Requirement Specification	MM/012	Any change in the status of the Vendor should reflect in the Product Material Directory.	Can we get clarity on the process to comply to this requirement	To Understand the process better and comply better to BHEL's Requirements	Change in status of vendor , inter-alia, trial to permanent , delist/hold/ban , MSME status etc. should be reflected in PMD
42		Annexure #1 Functional Requirement Specification	MM/016	Ability in the system for auto indenting by linking with respective Bill of Materials(BOM) and delivery schedule. System should be able to pick up norms hours from Technology against Sub-contract items	What is auto indenting and the expectation from the system. please clarify with sample scenario and explain the flow envisaged.		Auto indenting refers to the process of generating Purchase Requisition based on Bill of material for any product/drawing and available stock status of the desired item
43		Annexure #1 Functional Requirement Specification	MM/071	During the preparation of list of imported items, the debit of license (item & value) should be available in the system	Since the RFP talks aboutdebit and actual debit on standalone basis, Please give us an actual scenario to comply		When a part of import licence is registered for utilisation, the amount is debited from the said licence. After receipt of material and clearance from port is actually debited
44		Annexure #1 Functional Requirement Specification	MM/164	Ability to pick the names of the IEM in a round robin fashion	Please indicate what is expected from the system from a process perspective.		For high value tenders(threshold value decided time to time) , Independent External Monitors are assigned to address any issue if arises. There are three IEMs in the panel and they are assigned to tenders on round-robbin basis across the organization
45		Annexure #1 Functional Requirement Specification	manf/117	Ability to do des costing	What do we mean by des costing. Please provide details of the requirement	Please detail the requirement, as clear understanding will help in proper mapping with appropriate solution/interface & effort calculation	Costing of the finished goods/des/DU
46		Annexure #1 Functional Requirement Specification	manf/040	ability for online request with proposed material identification/Inter block transfer memo(Dockets expected to be available online). All the relevant data to be available in corresponding master	Please describe the existing business process in detail	Need more clarity	Movement slips for materials / components from one shop building to another

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47		Annexure #2 Technical Requirement Specification	64	Access to data and report based on user responsibilities (Roles based access to reports)	Please provide the total number of Corporate MIR and Unit MIR accessing KPI monitoring Dashboards, other reports and Adhoc query capability etc	To identify the number of users	Information will be shared to Successful Bidder
48		Annexure #2 Technical Requirement Specification	91	Ability to support authentication by use of User IDs, passwords, encryption, tokens, PIN codes and timeouts	authentication systems requiring encryption/tokens would need third party tools. None of these are mentioned in the RFP. Also, authentication using PIN codes is mentioned.	Please detail the requirement, as clear understanding will help in proper mapping with appropriate solution/interface & effort calculation	PIN is like OTP based authentication
49		Annexure #2 Technical Requirement Specification	14	Ability to interface with Bar Code, SMS Gateway, GPS, RF devices, & RFID Systems	it is mentioned to interface with GPS. We would like to have more clarity whether this GPS is expected as part of mobility or else what exactly is sought when the interface with GPS is mentioned.	Impact on Licensing	GPS is expected as part of Mobility
50		Annexure #2 Technical Requirement Specification	63	Ability of the solution to provide query/ messaging facilities through: IVRS on intercom telephones, Mobile SMS based application, Feedback triggers similar to telebanking	it is mentioned that the solution should have messaging facility with IVRS on telephones. would need more clarity as to what sort of messaging or integration is required between the solution and the IVRS intercom telephones. Does BHEL expect an B2C sort of Implementation. Kindly specify the link of this requirement to the functional FRS, so that we can plan for the License and Implementation effort	Impact on Licensing	Offered Solution should have the capability of IVRS on intercom telephones, Mobile SMS based application, Feedback triggers similar to telebanking.
51	36	4.9; Earnest Money Deposit	-	EMD may be forfeited under following conditions: a. After opening of bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates. b. Non-faithful performance, including but not limited to delayed and inadequate response, in the opinion of the Owner in the bidding process until order is placed. c. The Bidder not abiding by Section 5.7 w.r.t to failure to accept the issued PO within a maximum of 15 (Fifteen) Calendar days along with necessary documents & deposits as mentioned in section 5.7.	We submit that the terms (Non-faithful performance) for forfeiture of EMD mentioned herein are not clear. We submit that EMD should be forfeited only in case the Bidder does not agree to sign a mutually agreed contract.		Refer corrigendum
52	37	4.11; Security Deposit	-	The Bidder shall forfeit the Security Deposit under following circumstances: a. In the event that the successful Bidder fails to sign the Final Contract Agreement within a maximum of 15 calendar days from the date of issue of draft agreement. b. Non-performance of any scope of Contract entered into with the Owner till commencement of Post Go-Live Support (section 8.8.2) period, duly certified by the Owner. c. Non-provision of support services during Post Go-Live Support (section 8.8.2) period (ref. section 8.8). d. Non-rectification of problems arising during Post Go-Live Support (section 8.8.2) period (ref. section 8.8).	Will the Bidder be provided with an adequate cure period and written notice prior to invoking the Security Deposit? We submit that the Security Deposit should be forfeited only in cases of material breaches solely attributable to the Bidder, which remains uncured even after 45 days of being notified in writing by the Owner, requiring rectification of such breach.		Refer corrigendum
53	38	4.12; Interest Liability	-	In case of any delay in payment due to any reason, Owner shall not pay any interest on delayed payment.	We submit that the non-payment of interest should be applicable only in cases of bona fide dispute in payments. In other cases of delay, there should be provision for reasonable interest.		No change
54	57	5.8 Amendments and Variations to Contract	-	5.8.1 Instructions for Alterations 4. For the avoidance of doubt, no indirect, overhead and/or consequential costs can be claimed as payable by the Bidder	Can BHEL please clarify point no. 4, which states that no indirect, overhead and/or consequential costs can be claimed?		Refer section 5.8.1 in totality.
55		6.1 - Responsibilities of the Owner		10. The decision of the Owner shall always be final and binding.	We submit that any decision should be taken upon mutual consensus of both the parties.		No change.
56	75	8.8		Support Services	We submit that the support services will as per mutually agreed scope. For the upgrades, the term and conditions of the EULA shall be applicable. Any customization required will be carried out as per change request.		No change.

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57	88 83	Clause 9.9 Clause 9.6		<p>Configuration, Customization & Bespoke (Custom Developments)</p> <p>(The Owner prefers to have product standard functionalities in the 'ONE-BHEL' Solution. Wherever customization is required and undertaken, the ERP System Implementation Partner will hand over the source code and all documentation to the owner. The title, rights and IPR (Intellectual Property Rights) over such customization will be passed on to the Owner as soon as such customizations becomes part of production environment.)</p> <p>(Every custom development must be documented in detail and the script ownership should be passed on to the Owner as soon as this becomes part of production environment.)</p> <p>Supply and Installation of Software & Application Licenses and Annual Technical Support (ATS)</p> <p>The Bidder will be responsible for supplying the current versions of ERP application licenses and related software, integration tools, along with the source code and installing the same.</p>	<p>HP hereby clarifies that the Source Code and the IPR in software products/deliverables (including any customizations/modifications thereto) will belong to HP. In case of 3rd party products/deliverables (including any customizations/ modifications thereto), the IPR and Source Code shall belong to the respective 3rd party. The software will be subject to the use/license (EULA) terms as may be applicable. Hence, HP submits that the provisions requiring the Bidder to give the Source Code and ownership of IPR be deleted.</p> <p>We submit that the following mutual provision on IPR should be included in the Contract:</p> <p>"Each party shall retain ownership of its pre-existing Intellectual Property Rights ("Pre-existing IPR") and any improvements, up-gradations, enhancements, modifications and enhancements to and derivative works thereto. IPR ownership in any third party products provided by Bidder, and all improvements, up-gradations, enhancements, modifications and enhancements to and derivative works from such third party products shall remain with the respective third party."</p>		As per RFP only
58	112			<p>In the event Owner's users are not defining the severities (support categories as defined above), the ERP System Implementation Partner team will analyze the problem and will set appropriate severity to the problem. In case if the ERP System Implementation Partner support team does not agree with severity defined by Owner's user then all such disagreements will be discussed with Project Manager from Owner. In such cases, decision of the Owner's Project manager shall be final.</p>	<p>We submit that the last sentence of this para which states that the decision of the Owner's Project manager shall be final, should be deleted. We suggest that any decision should be mutually taken by both the parties.</p>		No change.
59	86	9.6 Supply and Installation of Software & Application Licenses and Annual Technical Support (ATS)		<p>Following is covered under ATS:</p> <ul style="list-style-type: none"> · Provide free upgrades, updates & patches of the products to Owner as and when released by ERP Product OEM & Database Vendor. · Technical upgrade of the installation to the new version, when required by Owner. · Unlimited Support through telephone / Fax / E-mail / Video Conferencing / Installation visit as required. · Quarterly visit to Owner's ERP installations. 	<p>We like clarify that the ATS services will be provided as per the term of EULA (end user license agreement) between the OEM And Owner.</p> <p>We request you to kindly include the following term to clarify on the same:</p> <p>"Annual Technical Support for software licenses will be governed as per the end-user license agreements (EULA) signed between BHEL and OEMs. The ERP System Implementation Partner will acting as an agency for facilitate the same. As per this end user license agreements, the support obligations related to ATS will be provided by OEMs.</p>		No Change
60	115	Clause 10		<p>Key Deliverables & Payment Schedule</p> <p>(** On the completion of Post Go-Live support (Refer Section 3.3) or 48 months from the start of the project, whichever is later, the payment of ATS shall be done directly to respective OEM(s) and the base value of the licenses for future ATS payments shall be as per the Purchase Order placed by the Owner.)</p>	<p>We submit that this needs to be agreed directly between BHEL and OEM, in terms of pricing, duration, SLAs etc.</p>		<p>Post completion of Post Go-Live support (Refer Section 3.3) or 48 months from the start of the project, whichever is later is out of scope of Bidder.</p> <p>The Base values of licenses shall be the base for ATS contracts done by Owner after</p>

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61	119	Clause 11.7 Risk Purchase		<p>Risk Purchase</p> <p>In case the Bidder fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time repudiated the Contract wholly or in part (for reasons other than Force Majeure), the Owner shall be at liberty to cancel the Purchase Order and obtain the supply of goods & services as per terms & conditions of the Contract through alternate source at the risk & cost of the Bidder. However, the cost of Risk Purchase shall be limited to value specified under Limitation of Liability clause.</p> <p>Prior to invoking Risk Purchase clause, notice period of thirty (30) days and cure period of ninety (90) days will be offered.</p>	We submit that the amount/cost of Risk Purchase for which the Bidder will be liable should be limited to incremental costs incurred by the owner subject to cap of 5% of the value of the services/goods in relation to which the Bidder has failed to deliver.		Refer corrigendum
62	120	Clause 11.9		Commencement of Contract	We submit that the contract should commence from the date of execution of mutually agreed contract by both the parties.		No change
63	121	Clause 11.12		Termination and Suspension	<p>We submit that the following principles should be included in the clause:</p> <p>Suspension: We request Owner to give a notice period of 30 days before suspension and in any case the suspension should not be beyond 60 days. Such suspension should not be more than once in the contract tenure. In case of any suspension of the Contract by the Owner: (i) the project timelines/milestone will be accordingly extended, (ii) the Bidder shall be paid for the duration of such suspension & for the idle time, on the terms and conditions which are mutually agreed between the parties, in addition to the payments that are due and payable for the services/deliverables rendered until the date of such suspension.</p> <p>Termination for cause: Either party shall have the right to terminate the Contract in case of material breach by the other party. The defaulting party shall be provided adequate cure period of 45 days and a written notice prior to such termination.</p> <p>Amounts payable on Termination: In any event of termination of the contract (whether in consequence of Force Majeure, bankruptcy etc., or improper business conduct, or the Owner exercising a specific right to, terminate the Contract), the Bidder should be paid for all services/deliverables provided by Bidder until the date of any termination. The total payment made</p>		Refer corrigendum
64	123	Clause 11.13		<p>Negligence: If Bidder neglects to execute the scope of work with due diligence or expedition or refuses or neglects to comply with any reasonable orders given to him in writing by the Owner in connection with the scope of work or contravenes the provisions of contract, Owner may give notice in writing to the Bidder calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable and in default of the compliance with the said notice, Owner may rescind or cancel the contract</p>	We submit that the right to rescind or cancel the contract as mentioned herein should be exercised only after the Owner has provided adequate cure period of 45 days and a written notice prior to such cancelling / rescinding.		Refer corrigendum
65	125	Clause 11.18		Limitation of Liability	<p>We submit that this clause should be modified as follows:</p> <p>"In no event shall either of the Parties be liable for any indirect, incidental, punitive, special or consequential damages or liability, loss of profits or revenues, loss of goodwill, or loss or damage to data.</p> <p>The cumulative liability of the Bidder for all damages or other amounts arising in connection with this Contract shall be limited to the Total Contract value. However, this limitation shall not be applicable to any claim, loss or damage with respect to IPR breach, damage to tangible property, or any other claim, loss or damage that cannot be limited as per Indian Laws.</p> <p>Bidder will not be liable for any breach which is caused by or otherwise attributable to any act or omission on part of Owner or third parties authorized by Owner. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Owner, then Bidder shall: (i) be allowed to extend delivery and milestone dates, (ii) be compensated for additional costs incurred, and (iii) be paid for additional service performed by the Bidder."</p>		Refer corrigendum

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66	37	4.11 Security Deposit		a. In the event that the successful Bidder fails to sign the Final Contract Agreement within a maximum of 15 calendar days from the date of issue of draft agreement. b. Non-performance of any scope of Contract entered into with the Owner till commencement of Post Go-Live Support (section 8.8.2) period, duly certified by the Owner. c. Non-provision of support services during Post Go-Live Support (section 8.8.2) period (ref. section 8.8). d. Non-rectification of problems arising during Post Go-Live Support (section 8.8.2) period(ref. section 8.8).	We Request owner to call for Security deposit only for material breach under the contract after giving a duly notice and cure period of 45 days.	SI should be given a chance to cure/make good of any non performance before invoking the Bank Guarantees.	Refer corrigendum
67	56	5.5 Evaluation Process	5.5.3 Step 3	In case of Reverse auction, Owner will inform all qualified Bidders about Reverse Auction & the multiplication factor applicable to that bidder in order to arrive at destination cost or Cost to the Owner.	Since this will be decided on L1 basis. What is the concept of Multiplication factor applicable in case of reverse auction ??		Multiplication factor will arrive at cost to BHEL for each Bidder, after deducting all credits available to BHEL from the gross price incl of Taxes and Duties. In any case, MF will be communicated to each Bidder before reverse auction.
68	57	5.7 Signing of Contract		Bill to party is BHEL Hyderabad. Bidder billing from Andhra Pradesh (AP) can quote with VAT (AP TIN) and those billing from states other than AP can quote with CST (without AP TIN). Input credit is available for AP VAT.	We request to change it as per the new State taxes law.		Automatically new State Law with reference to Hyderabad falling in Telengana State after division will apply. Suitable correction will be made in tender document.
69	115	10 Key Deliverables & Payment Schedule	10.1 Payment Schedule for Software Licenses& Annual Technical Support (ATS)/Annexure 17.1	** ATS Payment for existing SAP-ERP licenses shall be made as per the ATS % quoted in the price bid.	Please clarify what will be the frequency of payment for the ATS for existing licenses.		ATS for existing licenses will become part of the regular payments and get regularized from the day when existing licenses are utilized i.e. when the particular licenses holding has gone live on ONE-BHEL solution.
70	115	10 Key Deliverables & Payment Schedule	10.5 Payment Schedule for Post Go-Live Support	The payment for 'ONE-BHEL' project post go-live support price (ref section 8.8.2) shall be made on quarterly basis to the Bidder, based on invoices raised after completion of each quarter.	We request payment for post go live support should be made monthly in arrears.		No Change.
71	124	11 General Conditions of Contract	11.17 Payment Terms	Prevailing taxes & duties on the date of completion of milestone will be admitted. However, in case of delay in completion of milestone attributable to the Bidder, the taxes and duties that are reimbursed would be the one that would be applicable on the scheduled Purchase Order delivery date (milestone payment date) or the amount actually paid whichever is less, provided the difference adds to the cost to company (BHEL), otherwise actual taxes & duties paid will be reimbursed.	We would like to mention that bidder is already liable for penalties for any delay in completion of milestones. Any taxes changes will be paid to Govt. only and will be an added burden to the bidder. We request to include that any new taxes introduce post submission of bid shall also be paid at the applicable rate on the date of invoicing		No change in NIT terms as BHEL cannot be subject to extra taxes & duties due to delay on the part of the bidder. Hence lesser of the taxes and duties as applicable on the scheduled purchase order delivery date or the amount actually applicable as on the date of transaction will only be borne by BHEL.
72	124		11.17.4 Form of Payment	Within forty five (45) days of receipt of the correctly prepared and adequately required documentary supported invoice duly certified by the Owner for fulfilling the criteria for payment, the Owner shall pay the amount of such invoice into a nominated bank account of the Bidder, provided that such invoices are in accordance with the provisions of this clause/Article	We request to pay within 30 days from receipt of bidder invoice. This is as per industry standard practices and other RFP floated by BHEL.		No change

S. No.	Page No	Section (Name & No.)	Sub Section (Name & No.)	Statement as per Tender Document	Query by bidder	Reason for Query	BHEL Response
73	126	12 Special Conditions of Contract	12.3 Go-Live deferment	Such deferment(s) shall be limited to a maximum of 3 months and once during the entire tenure of project.	We request BHEL for the resource idealization charges for the period of deferment along with demobilization charges		No Change. Deferment is only w.r.t. GO-LIVE and subsequent phase activities may be taken up during deferred period.
74	127	12 Special Conditions of Contract			We request to Include that "The acceptance criteria or procedures for Deliverables as particularly described in the RFP/contract Will only apply to the services provided herein. It will not apply to any Licenses which has supplied and those will be accepted on delivery.	Additional clause request to be added.	Refer corrigendum
75		Annexure -16	7.A	Minimum guaranteed CENVAT credit on account of Service Tax	We like to clarify that SI will issue invoice as per service tax regulation and on value of services as per applicable service tax. This may be claimed as credit by you subject to provision of CENVAT Credit Rules, 2004		It is sufficient if SI issues invoice as per Service Tax regulation in order to claim Service Tax input credit.
76		Annexure -16	7.B	Input Tax credit on account of VAT	We like to clarify that SI will issue invoice as per VAT regulation and for value of goods attracting VAT in SI invoice. This may be claimed as credit by you subject to VAT Law of relevant State in which goods are sold. In case goods are sold interstate charging CST, you will not be eligible for credit		Citus of sale being in Telengana State, input credit for Telengana VAT alone can be availed by BHEL for one-BHEL ERP implementation provided goods are sold within the State of Telengala. Hence respective State VAT
77		Annexure 17		ATS Price in INR {(ATS Period in Months X ATS Percentage X License Price)/12}	We request BHEL to check/clarify the formula for License ATS in Annexure 17.1/17.2	The current computation method calculate the ATS on the total license cost for the cumulative period of all phases (i.e. 138 months in case of ERP transaction licenses). This should be aggregate of ATS computed for each phase separately with the above formula	Refer corrigendum
78	213	Annexure #22 Penalty	1 - Available of license	If the Bidder is not able to provide the license within 4 weeks of requisition by the Owner, the payment to the Bidder will be liable for deduction @0.5% of the total contract price for delay of each week or part thereof. Ceiling - Total price of Licenses as per the Owner's requisition.	request to change the ceiling to the value of 5% of the affected license only.		No Change
79		Annexure #22 Penalty	2- Non-Availability of required & agreed man-power from Implementation partner / ERP product OEM	If the Bidder is not able to provide the required & agreed man-power from ERP product OEM (Section 7.7 Resources for Solution Expert Consulting Services)/Implementation Partner (Section 5.8 Resources for Amendments & Variations) within 15 days from the scheduled date of deployment, the payment to the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource per day. Ceiling - Total price as per Annexure # 18.1 OR 18.2, as applicable.	Request to change the ceiling to the 5% of the affected manpower cost only.		No change Incorrect reference by the Bidder w.r.t. Penalty amount. Refer the Annexure #22 released with the RFP
80		Annexure #22 Penalty	3. Non-Adherence to overall Project timelines	If the Bidder fails to achieve the completion of project within defined duration, the payment to him will be liable for deduction @0.5% of the total contract price for delay of each week or part thereof. <u>Ceiling - 10% of the total contract price.</u>	Request to change the cap to 5% of the overall Implementation cost.		No Change
81		Annexure #22 Penalty	5 Non-Adherence to minimum resource requirement	If the Bidder fails to deploy the minimum resources as mentioned in Section 7.6 Minimum Resource Deployment and/ or 8.2 Minimum Resource Deployment from the date the Contract becomes effective, the payment to the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource shortfall for each day. Ceiling - Total Implementation Price as per Annexure # 20.	Request to change the cap to 5% of the overall Implementation cost.		No change Incorrect reference by the Bidder w.r.t. Penalty amount. Refer the Annexure #22 released with the RFP

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82		Annexure #22 Penalty	6. Non-compliance or non-implementation of corrections arising out of periodic Quality Audits	6. Non-compliance or non-implementation of corrections arising out of periodic Quality Audits. Ceiling - Total Implementation Price as per Annexure # 20.	Request to change the cap to 5% of the overall Implementation cost.		No Change
83		Annexure #22 Penalty	7- Penalties for non-adherence to Helpdesk SLA parameters		The penalties shall be capped at 5% of the pro-rated value of Monthly amount payable toward post go live support.		No Change
84		Annexure #22 Penalty		Note - The total cumulative penalty for the above shall not exceed 10% of the total Contract Price.	We request to cap the penalty at 7.5% of the contract value	10% penalty cap is very high. Generally it range form 5%-7%	No Change
85	68	8.2 Team Profile	8.2.1	Functional Integration Consultant/ Functional Leads should have min 15 years experience and functional consultants/tech leads should have 10 years experience	Suggest to have these experience levels modified to 10 and 7 years respectively	We believe that these experience levels would suffice to execute the project. Moreover it is very difficult to get resources with these experience level for this role in IT industry.	No Change.
86	126	12 SCC	12.1	Team members of bidder should be permanent staff of the bidder	Since bidder is totally responsible for the delivery, bidder can choose to deploy permanent staff/contract staff on the project. However key positions like Program Manager/Project Manager will be permanent staff.	Clarify on the resourcing	No Change.
87	73	8.6 OCM		The ERP System Implementation Partner is required to conduct the Change Management Workshops for all the Owner employees in a phased manner in line with the 'ONE-BHEL' implementation plan defined in Section 3.3. These workshops shall be conducted at the respective workplaces of the Owner. The Change Management Workshops shall be conducted concurrently for three levels (Junior, Middle & Top management) of officials/employees in the Organization as defined by the Owner which will be communicated to the successful Bidding Consortium at the time of planning the workshops.	Is this to be done as a personal session or is it ok to have webcasts for each set of employees? Can the bidder look at training the core team and then have this cascaded to the other employees or can a separate identified team of the owner be trained on this?	Cost optimization and optimal time planning	1. Change Management methodology is part of Bidder's Technical evaluation (Refer Annexure #5). 2. Project Change Management Plan is part of Project Charter which is a deliverable of Project Preparation phase.
88	90	9.11 Training	9.11.2	Certification Training for Central Core Team	IS the intent to have hands on training or get certification training for the employees. SI can impart hands-on training to core team	Cost optimization and optimal time planning	Refer Section 9.11 Training in totality. All Types of training and nos. are clearly mentioned.
89	110	9.15 Implementation of Audit/ Review Findings		The Changes arising out of ERP Product OEM reviews (ref. section 7.5) or any 3rd Party Audits conducted directly by the Owner, in order to bring execution in line with original proposal, at any stage of the project have to be incorporated after discussion of ERP Product OEM, Bidder and Owner without additional cost to the Owner	It is already mentioned that OEM would be conducting the audit and also PwC is involved in the entire project phases. If there is any other 3rd party audit planned, it would sure have to be known in advance as this would have a severe impact on the deliverables and project schedule	Clarity on such review requirement and to assess impact	Currently, no 3rd Party (external) audit planned.
90	124	11.16 Delivery Period		Delivery period is 36 months from the bidder's acceptance of signed PO	Delivery period will be 36 months from the date of project kick off	Schedule confirmation	No change.
91	126	12.3 Go-Live Deferment		The Owner reserves the right to defer the Go-Live for any/ multiple location. • Such deferments shall be mutually discussed with the Bidding Consortium & the Owner will inform the Bidding Consortium at least one month in advance about such deferment. • In case of such deferments, Owner is not liable to make any further payments for Licenses & Implementation activities and no penalties shall be imposed on the Bidding Consortium. • Such deferment(s) shall be limited to a maximum of 3 months	Deferments of go live, unless attributable to the bidder, should be compensated for as the team would still be on ground and the resources cost is spent	Drain on Bidders revenues and resources	No Change. Deferment is only w.r.t. GO-LIVE and subsequent phase activities may be taken up during deferred period.
92					Can you kindly share the Current IT landscape	To have more clarity on the existing applications and the data flow between systems	Refer RFP for details.
93	24	3. About 'ONE-BHEL' Initiative	3.2 Implementation Approach & Strategy	Existing SAP-HCM system shall have integration with the proposed 'ONE BHEL' solution	What functionalities are implemented in HCM and what are the integration expectations	Clarity on actual scope of integration	SAP-HCM shall be the source of data for all HR related information of BHEL.

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94	26	3. About 'ONE-BHEL' Initiative	3.3 Implementation Plan	Project plan duration	Is the plan fixed or is there a possibility of revisiting this plan	To assess optimization of the plan	No change.
95	51	5.4.2 Implementation Partner	8 Indian Government / Indian PSU experience	The Implementation Partner in the last financial year must have revenue of more than INR 50 Crores from software business with the Indian Government / Indian PSU.	Does this mean revenue for the last financial year or the business revenue from Indian PSU	software business revenue with Indian Government/Indian PSU should not be insisted upon as the value is very high. The overall business revenue from the Indian operation for the said financial year could be considered for this purpose	Refer corrigendum
96	57	5.8 Amendments and Variations to Contract	5.8.1 Instructions for Alterations	1. The Owner shall, at its sole discretion, be entitled to instruct any alteration, suspension, cancellation or deletion to the form, scope, specification, quality or quantity of the Work/Project	If the changes are such that there is an impact on some of the existing plans, then this might push the timelines. There could be certain tasks that have to be sequential and this may not squeeze timelines by adding additional resources	Schedule variance and Solution changes	No change
97	57	5.8 Amendments and Variations to Contract	5.8.1 Instructions for Alterations	2. The Owner shall, at its sole discretion, be entitled to instruct in writing any variation to the scope of Contract without extension of the Contract Period apart from the other terms of the Contract remaining unchanged.	If the changes are such that there is an impact on some of the existing plans, then this might push the timelines. There could be certain tasks that have to be sequential and this may not squeeze timelines by adding additional resources	Schedule variance and Solution changes	No change
98	58	5.8 Amendments and Variations to Contract	5.8.2 Confirmation of verbal instructions	No claims shall be made by Bidder & entertained by Owner if the Owner does not confirm in writing such approval within above two (2) days.	Verbal instructions, however minor, do have an impact on the project and unless the same is ratified in writing, becomes bottleneck and leads to conflict. It is to be ensured that if verbal instruction is not confirmed in writing within two days, it should be deemed confirmed	Avoidance of conflict and ambiguity	No change
99	69	8.2 Team Profile & Deployment	8.2.2 Minimum Resource Deployment	The ERP System Implementation Partner shall deploy full time, onsite human resources from ERP Product OEM across the functional and technical areas, as specified in the below table, for the mentioned phases of the project	AS this is a delivery engagement owned by bidder, can the bidder estimate the resources required for delivery based on the scope understanding	Optimizing cost and resources	No Change. To adhere to milestone and timelines, Bidder can deploy resources over and above minimum resources required at all times
100	107	9.12.4 Final preparation Phase	9.12.4.2 Cut-Over Data Conversion and Migration		Any specific requirement on legacy transaction data being available in new system for earlier years?	Scope assessment	To be finalized with successful Bidder.
101	124	11.16 Delivery Period	11.16 Delivery Period	Delivery period is 36 months from the date of issuance of Purchase Order (PO).	Delivery must be 36 months from the date of project kick off	Schedule confirmation	Incorrect reference by the Bidder. Kindly refer section 11.16 Delivery Period
102	126	12.3 Go-Live deferment	12.3 Go-Live deferment	<ul style="list-style-type: none"> The Owner reserves the right to defer the Go-Live for any/multiple location. Such deferments shall be mutually discussed with the Bidding Consortium & the Owner will inform the Bidding Consortium at least one month in advance about such deferment. In case of such deferments, Owner is not liable to make any further payments for Licenses & Implementation activities and no penalties shall be imposed on the Bidding Consortium. Such deferment(s) shall be limited to a maximum of 3 months 	Deferments of go live, unless attributable to the bidder, should be compensated for as the team would still be on ground and the resources cost is spent	Drain on Bidders revenues and resources	No Change. Deferment is only w.r.t. GO-LIVE and subsequent phase activities may be taken up during deferred period.
103	10 Annexure #4	Annexure #4 Overview of Functions (RFP Project Annexures)	Excise	Attending to Excise Authorities	This is not a system driven activity and only information as needed to be submitted to Excise authorities would be part of the scope	Scope confirmation	Bidder's understanding is correct
104	13 Annexure #4	Annexure #4 Overview of Functions (RFP Project Annexures)	Annexure #4 Overview of Functions (RFP Project Annexures)	PF/EPS accounting & bill passing (To Be Covered under SAP HR Project) Employee payments & accounting (To Be Covered under SAP HR Project)	We understand SAP HCM is already implemented. Is the expectation to study the existing implementation and cover additional scope in HCM part?	Scope confirmation	Additional scope of SAP-HCM, if required for w.r.t. ONE-BHEL requirement needs to taken up by Bidder

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105	1 Annexure # 22	Annexure #22 Penalty	Annexure #22 Penalty	If the Bidder fails to achieve the completion of project within defined duration, the payment to him will be liable for deduction @0.5% of the total contract price for delay of each week or part thereof.	The penalty can be made applicable if and only if the delay is on account of the bidder. If the delay is for any extraneous reasons and reasons attributable to delays in approvals or signoff from the owner, this should not be applied	Rationality in imposing penalties	No Change
106	1 Annexure # 22	Annexure #22 Penalty	Annexure #22 Penalty	If the Bidder fails to achieve the completion of any milestone within defined duration, the payment to him will be liable for deduction @0.5% of the milestone payment for delay of each week or part thereof.	The penalty can be made applicable if and only if the delay is on account of the bidder. If the delay is for any extraneous reasons and reasons attributable to delays in approvals or signoff from the owner, this should not be applied. Also the max amount leviable is very high in this case	Rationality in imposing penalties	No Change
107	1 Annexure # 22	Annexure #22 Penalty	Annexure #22 Penalty	If the Bidder fails to deploy the minimum resources as mentioned in Section 7.6 Minimum Resource Deployment and/ or 8.2 Minimum Resource Deployment from the date the Contract becomes effective, the payment to the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource shortfall for each day.	As the delivery is owned by Bidder, resourcing requirements would be planned based on deliverables. The bidder would bring in more resources as required to fulfill an obligation. However there could be days when the min resources required could fall below the stipulated number. the penalty for the same cannot be more than the per man day cost of resource shared as part of the proposal	Rationality in imposing penalties	No change Incorrect reference by the Bidder w.r.t. Penalty amount. Refer the Annexure #22 released with the RFP
108	57	5.8.1 Instructions for Alterations	nil	For sake of clarity it is hereby stated that the Total Contract Price shall exclude the price of additional 1000 man-days	Does this mean - Additional man-days' price will be a separate line item in price schedule?	Estimate	Refer Annexure #18 and its references in RFP
109	61	7.1 Business process standardization and harmonization	nil	ERP Product OEM shall deploy senior business consultants (ref. section 7.4) along with the Implementation Partner project team to drive the overall business process standardization.	Can we phrase this like - Bidder shall deploy senior business consultants (ref. section 7.4) along with the ERP product vendor(as & when required) to drive the overall business process standardization.	Cost optimization	No Change.
110	62	7.3 Solution Quality Review Services	nil	This Quality Review Process shall be carried out by the ERP Product OEM.	Can this be carried out by any ERP-OEM-certified independent testing agency? OEM cost will be too high.	Cost optimization	No change.
111	62	7.3 Solution Quality Review Services	nil	It is critical that regular quality checks be performed throughout each phase, as tasks are completed. All issues regarding scope, project environment, and initial technical setup must be addressed. This Quality Review Process shall be carried out by the ERP Product OEM.	While we understand the importance of Quality Review required to be done after each, again getting this done by OEM will be a costly matter. Suggest to do OEM audit during/after BBP (Blueprinting) phase, Final Implementation review and Pre-Go Live check.	Cost optimization	No change.
112	64	7.4 Team Profile & Deployment	7.4.2 Minimum Resource Deployment	Deployment of Program Manager, Functional Lead, Tech Lead role from product OEM.	While we understand the importance of these roles, but deployment resources for such role, from OEM, will increase the project cost only.	Cost optimization	No Change.
113	75	8.8 Support Services	8.8.1 Project Implementation & Sustenance Support	Technical upgrade of the installation to the new version, as and when required.	Very difficult to estimate how many upgrades will come up and hence request to consider this out of scope.	Estimate	Refer corrigendum
114	75	8.8 Support Services	8.8.1 Project Implementation & Sustenance Support	Migration of the Integrated Solution from one Hardware Platform to another.	Request to consider OS or platform level migration as out of scope. Because without any specific requirement, it is difficult to do estimation.	Estimate	No change.
115	85	9.6 Supply and Installation of Software & Application Licenses and Annual Technical Support (ATS)	nil	Owner's existing SAP-ERP licenses (2129 nos.) to be factored at Actual Start of Phase-I Final Preparation Phase (975 nos.) and at Actual Start of Phase-III Final Preparation Phase (1154 nos.)	Does this mean - SAP ERP licenses of 2129 nos. will be reusable by the Implementation partner during implementation & support. Or, 2129 nos. of SAP Licenses is within 8675 (5875 + 2800) nos of SAP Licenses. Please confirm.	License	Refer corrigendum for corrected no. of SAP licenses to be factored. For SAP bids total new licenses required are 5825. For other ERP product bids total new licenses required are 8000.
116	96	9.6 Supply and Installation of Software & Application Licenses and Annual Technical Support (ATS)	nil	Following is covered under ATS: · Provide free upgrades, updates & patches of the products to Owner as and when released by ERP Product OEM & Database Vendor. · Technical upgrade of the installation to the new version, when required by Owner. · Unlimited Support through telephone / Fax / E-mail / Video Conferencing /Installation visit as required. · Quarterly visit to Owner's ERP installations.	Very difficult to estimate how many upgrades will come up and hence request to consider this out of scope.	ATS	Refer corrigendum.
117	88	9.9 Configuration, Customization & Bespoke (Custom Developments)	Nil	The development & implementation of the bespoke component will however be under taken only after it is approved by the ERP Product OEM and subsequently by the Owner.	Do you mean every custom development requires to be approved by OEM? Implementation partner should not be responsible if there is any delay from OEM. Please confirm.	Custom Development approval	No change.

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118	Sheet 3	Annexure #1 Functional Requirement Specifications	PMG/016	Monitor Critical Path of Project / Sub projects	Are you using MS Project or Primavera for doing so? Do you need ERP to integrate with them?	Solutioning	Both MS Project & Primavera are being used in BHEL. ERP integration is must for effective project management.
119	Sheet 3	Annexure #1 Functional Requirement Specifications	PMG/066	The system should show the erectibility index. The system should be able to provide the Erectibility Analysis (specific sequence of supplying WBS and the percentage usable WBS of the total supplied WBS).	Could you please elaborate on definition of "erectibility index"?	Solutioning	Erectibility index is ratio of erectable material and total material available at site. This is required Unit-wise and in totality.
120	Sheet 4	Annexure #1 Functional Requirement Specifications	Manf/048	Machine loading to be available online	What do you mean by machine loading? Is this machine capacity evaluation?	Solutioning	Machine Loading means allocation of a machine tool for a particular operation of a job. No it is not machine capacity evaluation.
121	Sheet 5	Annexure #1 Functional Requirement Specifications	Engg/017	Embedded CAD-neutral and Web-based visualization of product information for all users to enable viewing, mark up and measuring of information generated by various 2D and 3D mechanical and electrical CAD and documentation authoring tools	Is this information available on Web in current state?	Solutioning	Mainly, 2D data i.e. Engg. Drawings are generated using AUTOCAD. For 3D data i.e. solid models & plant isometrics, "Creo (Pro/E)", UG-NX and PDMS are also used.
122	Sheet 9	Annexure #1 Functional Requirement Specifications	CM/001	Ability to integrate online Management Information Reports(MIR) formats with agreed formats and data backup facility for 10 years	Does this mean your requirement is 10Yrs. Data Archival?	Solutioning	Yes
123	Sheet 12	Annexure #1 Functional Requirement Specifications	Mar/015	Facility for an online CRM system	Can you please elaborate the requirement of CRM?	Solutioning	Currently there are such central application being used in very limited way. The broad interactions of marketing with the customers is the following:
124	Annexure #9	Point 8	"Evidence Required" Column	The Implementation Partner in the last financial year must have revenue of more than INR 50 Crores from software business with the Indian Government / Indian PSU.Audited financial statement for the last financial year. OR Statutory auditor's certificate for the last financial year.	Request BHEL to modify the clause under "evidence required" for this requirement as below. Self-certification from authorized signatory certifying the numbers for last financial year.	We do not track our financial numbers in line with the ask. Accordingly, request to relax the criteria for providing the evidence. We will be able to submit the declaration through our authorized signatory.	Refer corrigendum

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125	Section 9.2 Point 3 to 11	"Evidence Required" Column	Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date). AND Self-certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.	Request BHEL to remove the requirement of completion certificate from the Customer and allow only the Self-Declaration along with Annexure 15.	Global customers do not provide certifications. They only share Case Studies and reference checks can be arranged for on mutually convenience basis.		No change
126	126	12.3 Go-Live deferment	12.3 Go-Live deferment	Such deferment(s) shall be limited to a maximum of 3 months and once during the entire tenure of project.	Kindly confirm the intent and also how many such deferments are expected ("deferments")	For effective planning	No Change. Deferment is only w.r.t. GO-LIVE. Clause language is self-explanatory.
127	126	12.3	GO-LIVE Deferment	The Owner reserves the right to defer the Go-Live for any/ multiple location. <input type="checkbox"/> In case of such deferments, Owner is not liable to make any further payments for Licenses & Implementation activities and no penalties shall be imposed on the bidder.	Bidder recommends to change the clause as below : The Owner reserves the right to defer the Go-Live for any/ multiple location. <input type="checkbox"/> In case of such deferments, Owner is not liable to make all due any further payments for Licenses & Implementation activities and no penalties shall be imposed on the bidder.	Need Clarity	No Change.
128		Annexure # 4 Overview of functions	Annexure # 4 Overview of functions	Overview of functions	Is this comprehensive business functionalities listed down, please clarify		Yes
129	114	9.13 Business Intelligence & Dashboards - CORPORATE MIRs	9.13 Business Intelligence & Dashboards - CORPORATE MIRs	The ERP System Implementation Partner shall establish the Business Intelligence (BI) landscape during the realization phase of the project	Please specify the number of BI reports and Dashboards to be factored?	BI reports and Dashboards for analyzing efforts	Approx 200 . However the quantity may vary based on requirement.
130	25	3 About 'ONE-BHEL' Initiative	3.2 Implementation Approach & Strategy	The Engineering Systems like AutoCAD, PDMS, Wrench, etc. & certain legacy systems shall remain & be part of the overall landscape & integrated with 'ONE-BHEL' ERP solution, as per specifications contained in this document.	Please qualify number of such legacy applications, their OS/DB/Platform to better understand the scope of Integration?	For better clarity of scope, efforts and deliverables; thereby a better TCO for BHEL.	Refer section 9.12.2.3
131	25	3 About 'ONE-BHEL' Initiative	3.2 Implementation Approach & Strategy	Existing SAP-HCM system shall have integration with the proposed 'ONE-BHEL' solution	Please confirm/provide current/existing functionalities in the SAP HCM	For better clarity of scope, efforts and deliverables; thereby a better TCO for BHEL.	SAP-HCM shall be the source of data for all HR related information of BHEL.
132	55	5.5 Evaluation Process	5.5.1 Step 1	Proof of Concept (POC)	Kindly advise how much shall be rendered for such POC to be established	For effective planning	POC will be a representative of BHEL's business processes
133	57	5.8 Amendments and Variations to Contract	5.8.1 Instructions for Alterations	The Owner shall, at its sole discretion, be entitled to instruct any alteration, suspension, cancellation or deletion to the form, scope, specification, quality or quantity of the Work/Project	Please suggest the intent of this assumption as this may lead to variations both schedule & efforts	For better clarity of scope, efforts and deliverables; thereby a better TCO for BHEL.	Refer section 5.8 Amendments and Variations to Contract in totality

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134	59	6 Roles & Responsibilities	6.1 Responsibilities of the Owner	For the avoidance of doubt, the entire training material with distribution to all participants in hard copy and soft copy, travel costs, local logistics, boarding and lodging/ accommodation costs of the Bidder shall be borne by the Bidder. If training venues are organized at other than Owner's premises, the bidder shall make and bear all costs for successfully imparting training except logistics, boarding and lodging costs which would be borne by the Owner. However, the bidder shall facilitate all logistic, boarding and lodging arrangements.	There're 2 conflicting statements – kindly confirm whether all costs pertaining to training of BHEL CORE team related to logistics etc. shall be borne by BHEL or SI?	For effective planning	In case of Training at Owner's premises - Owner will provide the venue for training, projection/viewing of training material. The entire training material for distribution to all participants in hard copy and soft copy, travel costs, local logistics, boarding and lodging/ accommodation costs of the Bidder shall be borne by the Bidder. In case of Training not at Owner's premises -
135	81	9.4.13 Retaining Critical Functionalities	9.4.13 Retaining Critical Functionalities	The ERP System Implementation Partner must ensure that the functionalities already available in certain critical areas are to be made available in the solution as well	Please share the list of such functionalities available in the system?	For effective planning	Refer FRS for functionality requirements
136	94	9.12.1.1.1 Training Server	9.12.1.1.1 Training Server	The ERP System Implementation Partner shall establish on premise training server (at Owner's premise) of the ERP product for the owner to have hands-on experience of the configured standard processes of the product	Please clarify – who'd be providing such necessary hardware, software, OS/DB, infra for such training server? Should SI need to include cost of temporary server in the bid cost?	For better clarity of scope, efforts and deliverables; thereby a better TCO for BHEL.	This is in Bidder's scope.
137	25	3 About 'ONE-BHEL' Initiative	3.2 Implementation Approach & Strategy	The Engineering Systems like AutoCAD, PDMS, Wrench, etc. & certain legacy systems shall remain & be part of the overall landscape & integrated with 'ONE-BHEL' ERP solution, as per specifications contained in this document.	Please list out the legacy system at these locations?	For better clarity of scope, efforts and deliverables; thereby a better TCO for BHEL.	Refer section 9.12.2.3
138	66	7.6 Setting up of Certified Competency Centre / Centre of Excellence	7.6 Setting up of Certified Competency Centre / Centre of Excellence	Setting up of Certified Competency Centre / Centre of Excellence	Hope this activity would happen during the implementation and post implementation. Also, the empowered core team would be part of this CoE for Owner. Please suggest the location.	For effective planning	Bidder's understanding is correct
139	93	9.12 Implementation of 'ONE-BHEL' solution	9.12 Implementation of 'ONE-BHEL' solution	The ERP System Implementation Partner will be responsible for providing a full range of services in implementation of ERP Product / Software covering 'ONE-BHEL' Solution including integration and supporting the operation of the proposed solution during and post implementation.	Bidder requests Owner to position their best SMEs on job as part of Empowered Core team and with complete focus, push & support from Top Management to ensure success in ONE-BHEL.	For effective planning	Owner's project team will be in place.
140	99	9.12.2 Business Blueprint Phase	9.12.2.1 Business Process Re-alignment (BPR)	Identify the legacy systems that may be retained.	Are there clear documents (Functional specifications and Technical specifications) available for the Legacy systems, would there be support provided by these 3 rd party / legacy systems OEM owners. Else, would Owner (BHEL) take the responsibility of providing any support w.r.t 3 rd party / legacy systems? Please clarify		Documentation and Technical assistance shall be provided to successful Bidder
141	99	9.12.2 Business Blueprint Phase	9.12.2.3 Interface/ Integration with Existing Applications	Indicative list of applications (subject to review and mutual agreement at Business Blueprint phase) which the Owner might want to retain along with the Integrated Solution is: 1. Hospital / Medical system 2. Knowledge management 3. Unit/Corporate Portals 4. Estate Management 5. Attendance Recording System	Are these the only applications to be considered for discussion and decision to retain or replace/terminate. If not, please provide the complete list.		These are the major ones to be retained. Any other application w.r.t. this scope shall be firmed up and finalized during Blueprint stage.
142	105	9.12 Implementation of 'ONE-BHEL' solution	9.12.4.1 Master Data Conversion and Migration	The possibility and extent of summarized historical data which has to be migrated to ERP should also be assessed.	Hope the complete data extraction, missing data provisioning/ updating and data validation is part of Owner.		Refer Section 9.12.4.1. in totality.
143	114	9.15 Implementation of Audit/review finding	9.15 Implementation of Audit/review finding	The Changes arising out of ERP Product OEM reviews (ref. section 7.5) or any 3rd Party Audits conducted directly by the Owner, in order to bring execution in line with original proposal, at any stage of the project have to be incorporated after discussion of ERP Product OEM, Bidder and Owner without additional cost to the Owner	Owner should ensure there are no unnecessary delay arising due to delay in Audit, which eventually would hamper the project timeline and delivery. This would be the complete responsibility of Owner.		ERP OEM resources are also part of the implementation team. Overall timeframe has to be adhered.

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144		Annexure #29 Mobile Applications	Annexure #29 Mobile Applications	List of Mobile Applications on Android, iOS & Windows platforms	The list mentioned in the Annexure #29 Mobile is the finalized number or would there be any further modifications / increment to the list. Please clarify		List is final.
145		Annexure # 25 BHEL Deployment Plan	Annexure # 25 BHEL Deployment Plan	BHEL Deployment Plan	Can bidder suggest or recommend any changes to the proposed plan. Please clarify.		No change
146	93	9.12 Implementation of 'ONE-BHEL' solution	9.12.1.1.1 Training Server	The ERP System Implementation Partner shall establish on premise training server (at Owner's premise) of the ERP product for the owner to have hands-on experience of the configured standard processes of the product	Please specify whether BHEL requires these Training servers permanently or on temporary basis.	This will enable to factor the cost of servers accordingly	Training servers provided initially may be migrated to BHEL's hardware at the later stage by the Bidder
147	73	8.6 Organization Change Management	8.6 Organization Change Management	The Change Management Workshops shall be conducted concurrently for three levels (Junior, Middle & Top management) of officials/employees in the Organization as defined by the Owner which will be communicated to the successful Bidder at the time of planning the workshops.	Are these workshops inclusive of minimum number of Workshops mentioned in Page 74 (refer table), if yes, what is the breakup of total sessions for Junior, Middle & Top Management?	Clarity on Breakup of Change Management Workshops	The referred workshops in page 74 shall encompass BHEL's staff across Junior, Middle & Top Management levels
148	74	8.6 Organization Change Management	8.6 Organization Change Management	Success of above change management implementation through written satisfaction level of the trainers of such change management practices / trainings imparted	Is it the satisfaction level of 'trainers' or 'trainees' that measures success of change management implementation?	Sentence not clear	Refer Corrigendum.
149	59	6	6.1	Facilitate the training programs (preferably at Owner's premises) when conducted in the Owner's premises by the bidder and other agencies to the extent of providing the venue for Training, projection/viewing of training material. For the avoidance of doubt, the entire training material with distribution to all participants in hard copy and soft copy, travel costs, local logistics, boarding and lodging/ accommodation costs of the Bidder shall be borne by the Bidder. If training venues are organized at other than Owner's premises, the bidder shall make and bear all costs for successfully imparting training except logistics, boarding and Lodging costs which would be borne by the Owner. However, the bidder shall facilitate all logistic, boarding and	Bidder understands that BHEL will provide venue, projector and infra required for hands on training to BHEL participants conducted at BHEL premise. Also, for training conducted outside BHEL Premise, BHEL will bear cost of logistics, boarding and lodging of BHEL participants. Please confirm our understanding		Understanding is correct
150	114	9.14 Center of Excellence (CoE)	9.14 Center of Excellence (CoE)	The Bidder as a whole shall take necessary steps to create the Center of Excellence (CoE) from the Business Blueprint Phase, as per the CoE creation plan submitted during Project preparation phase.	Please specify the exact roles and responsibilities of Bidder during setting up of CoE	This will enable to factor resources accordingly	This involves providing training of BHEL's manpower and adopt OEM's methodology in implementing a CoE.
151	63	7.3 Solution Quality Review Services	7.3.7 Hardware/ Infrastructure Sizing	ERP Product OEM shall review the hardware sizing estimate for Primary Site, Business Continuity Site and Remote Disaster Recovery Site prepared by the Implementation Partner. Such review shall necessarily factor optimal re-use of Owner's existing hardware inventory.	Please share the location & details of the Primary Site, Business Continuity Site and Remote Disaster Recovery Sites.	This is required to appropriately size the sustenance team post Go-Live stage.	Primary Site & Business Continuity Site at BHEL Hyderabad. DR site details shall be shared with successful bidder at a later stage.
152		9 Scope of Work	9.12.5.4 Help Desk Support	Bidder is required to create and maintain a dedicated onsite Help Desk / hotline that will resolve problems and answer questions that arise from the use of the ERP solution as it is implemented. This will come into existence from end of Realization phase till the end of support period.	What will be the operating location (city) of helpdesk support?	Need more clarity on same, hence this question.	Owner's project location i.e. Delhi/NCR

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153	92	9.4.17	Corrective Actions	All corrective actions arising out of review by ERP Product OEM of hardware / infrastructure sizing, project progress, solution quality review, solution expert consulting, etc. should be promptly attended concurrently by the Implementation Partner by augmenting its resources, as may be required, without any additional cost.	Bidder recommends to change the clause as below : All corrective actions arising out of review by ERP Product OEM of hardware / infrastructure sizing, project progress, solution quality review, solution expert consulting, etc. should be promptly attended concurrently by the Implementation Partner by augmenting its resources, as may be required, without any additional cost <u>only in the event such failure is directly attributable to the Bidder.</u>	Need Clarity	No change
154	119	11.7	Risk purchase	In case the Bidder fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time repudiated the Contract wholly or in part (for reasons other than Force Majeure), the Owner shall be at liberty to cancel the Purchase Order and obtain the supply of goods & services as per terms & conditions of the Contract through alternate source at the risk & cost of the Bidder. However, the cost of Risk Purchase shall be limited to value specified under Limitation of Liability clause. Prior to invoking Risk Purchase clause, notice period of thirty (30) days and cure period of ninety (90) days will be offered.	Bidder recommends to change the clause as below : In case the Bidder fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time repudiated the Contract wholly or in part (for reasons other than Force Majeure), the Owner shall be at liberty to cancel the Purchase Order and obtain the supply of goods & services as per terms & conditions of the Contract through alternate source at the risk & cost of the Bidder. However, the cost of Risk Purchase shall be limited to <u>the differential</u> value specified under <u>the BOM for the procured goods/services.</u> Limitation of Liability clause. Prior to invoking Risk Purchase clause, notice period of thirty (30) days and cure period of ninety (90) days will be offered.	Need Clarity	Refer corrigendum
155	121	11.12	Termination and Suspension	Existing Clause	Request to delete as we cannot agree to suspend the project except in case of an event of force majeure event. Request insertion "In the event of suspension of project , the supplier shall be entitled to receive the amount of consideration due to the supplier for the services already rendered"	Need Clarity	Refer corrigendum
156	Request to Insert		Deemed Acceptance		"Deliverables will be deemed to be fully and finally accepted by Customer in the event Customer has not submitted such Deliverable Review Statement to Implementation Partner before the expiration of the 15-day review period, or when Customer uses the Deliverable in its business, whichever occurs earlier ("Deemed Acceptance"). "	Need Clarity	Refer corrigendum
157		Annexure #22 Penalty	Parameter Non-Availability of required & agreed man-power from Implementation partner / ERP	Penalty If the Bidder is not able to provide the required & agreed man-power from ERP product OEM (Section 7.7 Resources for Solution Expert Consulting Services)/ Implementation Partner (Section 5.8 Resources for Amendments & Variations) within 15 days from the scheduled date of	Bidder recommends to change the penalty clause as below : " If the Bidder is not able to provide the required & agreed man-power from ERP product OEM (Section 7.7 Resources for Solution Expert Consulting Services)/ Implementation Partner (Section 5.8 Resources for Amendments & Variations) within 15 days from the scheduled date of deployment, the payment to the Bidder shall be liable for deduction at the rate of INR 20,000 (Rupees Twenty Thousand) per manpower resource every 15 days	Penalty of INR 20,000 per man power resource per day is very high	Refer corrigendum
158		Annexure #22 Penalty	Parameter : Non-Adherence to minimum resource requirement	If the Bidder fails to deploy the minimum resources as mentioned in Section 7.6 Minimum Resource Deployment and/ or 8.2 Minimum Resource Deployment from the date the Contract becomes effective, the payment to the Bidder shall be liable for deduction at the rate of INR 20,000 (Rupees Twenty Thousand) per manpower resource shortfall for each day.	Bidder recommends to change the penalty clause as below : "If the Bidder fails to deploy the minimum resources as mentioned in Section 7.6 Minimum Resource Deployment and/ or 8.2 Minimum Resource Deployment from the date the Contract becomes effective, the payment to the Bidder shall be liable for deduction at the rate of INR 20,000 (Rupees Twenty Thousand) per manpower resource shortfall for every 15 days"	Penalty of INR 20,000 per man power resource per day is very high	Refer corrigendum
159	68	8.2 Team Profile & Deployment	8.2.1 Team Profile	8.2.1 Team Profile	Kindly look at revisiting the Team Profile details as NOT all consultants could be certified and at the same time with such particular industry experience	For effective planning	No Change.
160	69	8.2 Team Profile & Deployment	8.2.2 Minimum Resource Deployment	The ERP System Implementation Partner shall deploy a full-time, on-site dedicated team for the ERP implementation project at the Owner's project site	Kindly confirm whether additional resources deployed beyond the minimum requirement would still follow team profile criterion?	For better clarity of scope, efforts and deliverables; thereby a better TCO for BHEL.	Though not mandatory, Owner would prefer if the additional resources deployed by Bidder are
161	69	8.2.2	Minimum Resource Deployment	Owner reserves the right to reject any resource if he is not satisfied with the same and also says that bidder will have to deploy additional resource if any delay /implementation gaps. Also CV has to be submitted to customer as they have specific skill sets requirement. The bidder shall at no additional cost, augment its resources to recover implementation gaps & delays.	Bidder recommends to change the clause as below : Owner reserves the right to reject any resource <u>upon due consultation with the Bidder</u> , if he is not satisfied with the same and also says that bidder will have to deploy additional resource if any delay /implementation gaps <u>within a reasonable time not exceeding 15 days</u> . Also CV has to be submitted to customer as they have specific skill sets requirement. The bidder shall at no additional cost, augment its resources to recover implementation gaps & delays.	Need Clarity	No Change.

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162		9.13 Business Intelligence & Dashboards - CORPORATE MIRs		"But not Limited to"; BI dashboards, scope not limited to	Kindly remove all statements which are not capped i.e. "not limited, like, etc."	For better clarity of scope, efforts and deliverables; thereby a better TCO for BHEL.	No change.
163	81	9.4.9 Business Intelligence	9.4.9 Business Intelligence	Development of charts and/or reports representing key performance indicators (KPI's)	Kindly confirm on number of KPI's in scope, other than mentioned under section 9.12.2.1	For effective planning	To be finalized with successful Bidder.
164	81	9.4.12 Statutory Requirements	9.4.12 Statutory Requirements	The solution should meet all Indian statutory requirements such as Excise, Sales Tax, Service Tax, GST, TDS etc. The Integrated Solution should be IFRS compliant and should generate financial reports in expected formats	Kindly advise, GST is still not confirmed from GOI and similarly around IFRS; in such case what's the intent and scope for this engagement?	For effective planning	Law of the Land will apply as on the transaction date. As all taxes are extra as applicable as on the date of transaction, it should not affect the bidder.
165	99	9.12.2.3 Interface/ Integration with Existing Applications	9.12.2.3 Interface/ Integration with Existing Applications	Interface 'ONE-BHEL' ERP solution with the latest version of AutoCAD is required to be created to achieve 'ONE-BHEL' objectives	Kindly confirm/advise who shall be responsible for supply, installation of such AutoCAD tool?	For better clarity of scope, efforts and deliverables; thereby a better TCO for BHEL.	Supply, installation of AutoCAD is not in scope.
166	76	8.8 Support Services	8.8.1 Project Implementation & Sustenance Support	24x7 Unlimited Support through telephone/Fax/E-mail/Video Conferencing/ Installation visit as required	Please clarify: 24x7 support is required to be provisioned only for ERP application support to end users or infrastructure support of end user computing infrastructure (desktop, laptop) as well? Also confirm as to who shall provide the required Telephony Infrastructure & Ticketing System of this purpose.	It's not clear in RFP if end user infrastructure support is in scope of out of scope for bidder.	Establishment of Helpdesk is Bidder's responsibility. End user infrastructure support is not in scope. Refer Section 6.1 for Owner's responsibilities for the project.
167	86	9 Scope of Work	9.7 Hardware/Infrastructure Sizing	The successful bidder will be responsible for server, storage and network sizing for the 'ONE-BHEL' Integrated Solution. The successful Bidder would have to identify infrastructure requirement specification including requirement for Business Continuity & Disaster Recovery site...	Who will be responsible for operation and maintenance support of these infrastructure, successful bidder for this RFP or successful bidder of the RFP which will be floated for procurement of the device? If successful bidder for this RFP then what will be the support window for support, scope of support, who will provide tools?	RFP is silent about infrastructure support which BHEL will buy after finalization of hardware sizing. Hence this query.	Network and Hardware support for production environment is out of Bidder's scope. However, tuning or other actions may need active
168	87	9 Scope of Work	9.8 System administration	The Bidder shall perform system administration activities for 'ONE-BHEL' Solution landscape	As per section 9.12.5.5, the sustenance team shall be at the owner's central location. Please confirm the central location details.	Need central location address.	Project location Delhi/NCR. Datacenter location at Hyderabad.
169	87	9 Scope of Work	9.8 System administration	DB/ERP/3rd Party Software patch/services update	What kind of third party softwares	Need to have more clarity on this.	Whatever has been delivered by Bidder to BHEL as part of ONE-BHEL solution components
170	87	9 Scope of Work	9.8 System administration	Backup, recovery and all other DBA related activities	What would be the Backup Infrastructure & the roles of the bidders sustenance team & the team managing the backup platform.	Need clarity on the roles & ownership of the Backup Platform.	System administration activities are part of scope and may need active coordination with other agencies / service providers for Network & Hardware
171	111	9 Scope of Work	9.12.5.4 Help Desk Support	Bidder is required to create and maintain a dedicated onsite Help Desk / hotline that will resolve problems and answer questions that arise from the use of the ERP solution as it is implemented. This will come into existence from end of Realization phase till the end of support period.	The helpdesk support (as part of Go-Live and Support Phase of 3 roll out phases) is to be provided onsite at each of the implementation site or at a central location of Owner.	Not clear in RFP, hence this question	Refer section 9.12.5 in totality.

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172	111	9 Scope of Work	9.12.5.4 Help Desk Support	Bidder is required to create and maintain a dedicated onsite Help Desk / hotline that will resolve problems and answer questions that arise from the use of the ERP solution as it is implemented. This will come into existence from end of Realization phase till the end of support period.	Please confirm if owner shall provide the communication infrastructure for helpdesk support - telephone / Fax / E-mail / Video Conferencing	RFP is silent about infrastructure of helpdesk.	Refer Section 6.1 for Owner's responsibilities for the project.
173	111	9.12.5 Go-Live and Support Phase	9.12.5.4 Help Desk Support	Bidder is required to create and maintain a dedicated onsite Help Desk / hotline that will resolve problems and answer questions that arise from the use of the ERP solution as it is implemented. This will come into existence from end of Realization phase till the end of support period.	Please confirm if owner shall provide the ITSM tools for logging incidents, SR for helpdesk support or the implementation partner needs to provision for these tools.	RFP is silent about infrastructure of helpdesk.	This is part of Bidder's scope.
174	76	8.8 Support Services	8.8.1 Project Implementation & Sustainance Support	Provide and apply "free upgrades", updates & patches of the products to Owner as and when released. Technical upgrade of the installation to the new version, as and when required	Since any upgrade is a huge project in itself; hence would request to re-consider and re-phrase such to – "SI to provide/inform owner for the available upgrade, patch and allow owner to decide; once owner confirms same to be routed through change management procedure".	For effective planning	Refer corrigendum
175	76	8.8 Support Services	8.8.2 Post Go-Live Support	Training of Owner personnel on future upgrades	Kindly advise the intent and deliverables of such trainings	For effective planning	Trainings on newer releases.
176	111	9.12.5.4 Help Desk Support	9.12.5.4 Help Desk Support	The help desk support to users shall be provided for all Owner working days from 6:00 AM to 10.00PM.	While section 8.8.1, pg. # 76 talks about "24x7 Unlimited Support through telephone/Fax/E-mail/Video Conferencing/ Installation visit as required"; however this section required HELPDSEK for 16Hrs and during business days only. Kindly clarify the Support & Sustainance window and role of Helpdesk expected for this engagement?	For effective planning	24X7 window for call log.
177	113	9.12.5.5 Sustainance Support	9.12.5.5 Sustainance Support	After 2 months Implementation support, the ERP System Implementation Partner shall provide onsite Sustainance support from Owner's central location (refer Implementation Plan section 3.3)	Please specify the Application sustainance support window (9x6, 8x5, etc)	Application support window	Refer section 9.12.5 in totality.
178	76	8.8 Support Services	8.8.1 Project Implementation & Sustainance Support	Tuning of ERP, Databases, third party software's and any other components provided as part of the business solution software including reconfiguration of the system in the event of any hardware/ network failures/ if any hardware/ network components have to be replaced.	Please confirm if reconfiguration of infrastructure components like network/hardware will be responsibility of bidder?	RFP ask is tuning of ERP, database etc. in event of any failure of hardware/network. RFP in section 7.3.7 states that the bidder shall participate in the sizing of the Infrastructure components and section 9.8 states the requirement of System Administration for the Database (apart from the supplied software) but it is silent about network/hardware support.	Network and Hardware support for production environment is out of Bidder's scope. However, tuning or other actions may need active coordination with other service providers.
179	76	8.8 Support Services	8.8.1 Project Implementation & Sustainance Support	Tuning of ERP, Databases, third party software's and any other components provided as part of the business solution software including reconfiguration of the system in the event of any hardware/ network failures/ if any hardware/ network components have to be replaced.	Please confirm as to who shall provide the EMS tools to monitor the supplied platform for the purpose of performance monitoring & proactive support.	A proactive support would typically need a tool based monitoring system.	Refer Section 6.1 for Owner's responsibilities for the project.
180	38	4.9	EMD	b. Non-faithful performance, including but not limited to delayed and inadequate response, in the opinion of the Owner in the bidding process until order is placed. c. The Bidder not abiding by Section 5.7 w.r.t to failure to accept the issued PO within a maximum of 15 (Fifteen) Calendar days along with necessary documents & deposits as mentioned in section 5.7.	Bidder recommends to change the clause as below : b. Non-faithful performance, including but not limited to delayed and inadequate response, in the opinion of the Owner in the bidding process until order is placed. c. The Bidder not abiding by Section 5.7 w.r.t to failure to accept the issued PO within a maximum of 15 (Fifteen) Calendar days along with necessary documents & deposits as mentioned in section 5.7 <u>despite deviations being discussed and adequately considered at the time of contracting.</u>	Need Clarity	Refer corrigendum

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181	86	9.7 Hardware/Infrastructure Sizing	9.7 Hardware/Infrastructure Sizing	The ERP System Implementation Partner will provide necessary inputs and support for the preparation of the RFP for H/W and N/W infrastructure to enable the Owner to procure all the required IT/ non-IT infrastructure and services	While the chosen SI would assist in RFP formulation; how is it that BHEL intends to carry out the engagement, besides who'd be responsible for delays observed in finalization of H/W SI and its percolating impact on delivery timelines?	For better clarity of scope, efforts and deliverables; thereby a better TCO for BHEL.	The ERP System Implementation Partner will provide necessary inputs and support for the preparation of the RFP for H/W and N/W infrastructure. Necessary hardware for
182	110	9.12.5.3 Performance Testing & Tuning	9.12.5.3 Performance Testing & Tuning	The ERP System Implementation Partner has to perform stress testing and load testing, as well assist Owner in performing the same. The ERP System Implementation Partner should use a tool to simulate post-go live environment for the same	Please specify the number of virtual users (concurrent users) to be considered for performance and Load testing.	Performance testing parameter	Information will be shared to Successful Bidder
183	111	9.12.5.3 Performance Testing & Tuning	9.12.5.3 Performance Testing & Tuning	The ERP System Implementation Partner has to perform stress testing and load testing, as well assist Owner in performing the same. The ERP System Implementation Partner should use a tool to simulate post-go live environment for the same	Bidder assumes that performance testing has to be carried out before go-live of the project. BHEL doesn't intend to own the tools of performance testing. Please clarify	Performance testing parameter	Perform stress testing and load testing has to be done by the Bidder using standard tools.
184	111	9.12.5.3 Performance Testing & Tuning	9.12.5.3 Performance Testing & Tuning	Indicative Response Time Performance Criteria	Bidder recommends to change the indicative response time for LAN users as below : 1.Menu Navigation – Displaying the appropriate menu as per defined user role and profile < 3 sec 2.Screen Opening – Display of the selected data entry screen from the menu < 5 sec 3.Field Navigation – Navigation between different data entry fields in the Screen < 2 Sec	Response time depends on various factors such as page size, bandwidth, client and server processing time, etc	As per RFP Document
185	111	9.12.5.4 Help Desk Support	9.12.5.4 Help Desk Support	Critical – Resolution 90 minutes	Bidder recommends to change the resolution time of critical support category to 120 minutes	As per industry standards, 120 minutes are min required for resolving critical issues	As per RFP Document
186	91	9.11.2 Type of Training	9.11.2 Type of Training	Payments shall be made based on actual number of persons trained & certified	Please confirm that Payment to Implementation Partner shall NOT be a function of number of certified/trained BHEL team members	For better clarity of scope, efforts and deliverables; thereby a better TCO for BHEL.	Refer corrigendum
187	91	9.11.2 Type of Training	Certification Training for Central Core Team (Functional, Technical)	Certification Training for Central Core Team (Functional, Technical): Each member shall be trained in relevant function/module of ERP product. The training will be required to be given to approximately 150 team members to each member as per the ERP Product OEM Curriculum.	ERP Product comprises of many modules. Please provide segregation of 150 team members who are required to get certified based upon module wise.	This would enable bidder to quote certification cost appropriately	Such trainings are priced similarly for different modules.
188	91	9.11.2 Type of Training	Certification Training for Central Core Team (Functional, Technical)	Certification Training for Central Core Team (Functional, Technical): Each member shall be trained in relevant function/module of ERP product. The training will be required to be given to approx. 150 team members to each member as per the ERP Product OEM Curriculum.	Bidder assumes that each core team member has to be certified on any one module of ERP Product OEM, which translates to 150 certifications. Please confirm our understanding	This would enable bidder to quote certification cost appropriately	Total certifications are 150.
189		Annexure #9 Pre-Qualification Eligibility Form .xls	Annexure # 9 Pre-Qualification Eligibility Form Annexure # 9.1 ERP Product Vendor	3. Globally Accepted ERP Product The offered ERP product should have been implemented in 5 different countries in last 8 years. This should be 5 independent installations (for different clients) with at least 1000 licenses in each installation. Reference date shall be 31st March 2015.	We request you to Kindly amend and increase the period from within 08years to in the " Last 10 years". "The offered ERP product should have been implemented in 5 different countries in last 10 years. This should be 5 independent installations (for different clients) with at least 1000 licenses in each installation. Reference date shall be 31st March 2015."	We have already gone thru the process of getting references from our customers based on the previous RFP which was released with simmlar qualification. This will allow usage of same references.	Refer Corrigendum.
190		Annexure #9 Pre-Qualification Eligibility Form .xls	Annexure # 9 Pre-Qualification Eligibility Form Annexure # 9.1 ERP Product Vendor	7. Implementation experience in India The offered ERP Product should have at least 10 installations in India with at least 500 licenses in each installation in last 8 years. Reference date shall be 31st March 2015.	Kindly amend to in the " Last 10 years" i.e. The offered ERP Product should have at least 10 installations in India with at least 500 licenses in each installation in last 10 years. Reference date shall be 31st March 2015.	We have already gone thru the process of getting references from our customers based on the previous RFP which was released with simmlar qualification. This will allow usage of same references.	ACCEPTED
191		Annexure #9 Pre-Qualification Eligibility Form .xls	Annexure # 9 Pre-Qualification Eligibility Form Annexure # 9.1 ERP Product Vendor	10. Integration Capability The offered ERP product should be capable of integrating inter-alia with the following - <input type="checkbox"/> Auto CAD <input type="checkbox"/> SAP-HCM <input type="checkbox"/> Market standard Engineering automation & Product Life Cycle management software	As part of this clause it is mandated to Provide the list of Customers where Offered ERP product is integrated with SAP-HCM, besides undertaking and list of PLM product that can be integrated with offered ERP. We request you to kindly delete point 2 where in list of customers are asked as it will not be possible to provide such credentials.	Our HCM product competes with SAP HCM module. While we can provide relevant technical details on how the integration can be done. Providing list of customers might not be possible.	Can be cosidered

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192		5.4.2 Implementation Partner	Parameter	Relevant Points where in Offered ERP Word has been used as experience.	We request you to kindly amend the word offered ERP to ERP from all the clauses wherein system Integrators product experience has been sought.	System Integrators should be given freedom to choose from the ERP Products that are qualifying currently as per ERP product vendors qualification criteria mentioned in the RFP. Most of the System integrators have multiple ERP product Practices & Implementation capabilities of implementing ERP's in a given industry and choice of selection of ERP product should be made open.	No change
193	36	4.4.3 Envelope 3	18. ERP Product OEM Certificate	The total 'ONE-BHEL' Solution proposed by the Implementation Partner is reviewed & vetted and meets all FRS & TRS requirements as specified in the Tender document	As there are 3rd party products part of the overall solution, ERP product OEM cannot confirm that the entire solution meets all FRS/TRS requirements. Request you to restrict this review to respective OEM products meeting FRS/TRS criteria only.	OEM can confirm for FRS/TRS which are relevant to its product. 3rd party product confirmation can not be confirmed by other OEM	Incorrect reference by the Bidder. No such clause in RFP
194	36	4.4.3 Envelope 3	18. ERP Product OEM Certificate	BHEL has exchange or swap rights for the ERP licenses and add-ons, permitting the future trade-in of unused licenses or add-ons in exchange for more usable licenses or add-ons of the same value with same discount being applicable.	Request you to delete this clause as it will not be possible to swap rights once they have been contracted. Exchange of licenses once sold is not industry standard.	It is not possible as per the licensing policies of OEMs	Incorrect reference by the Bidder. No such clause in RFP
195	36	4.4.3 Envelope 3	18. ERP Product OEM Certificate	Wherever BHEL's required functionality cannot be met using our standard ERP solution & add-on engines, 3rd Party software is included in the 'ONE-BHEL' Solution (as also captured in FRS responses)	Inclusion of 3rd party components would not be feasible as it is totally partner's call and while partner would be submitting the bid, OEM would have no control over whether he is adding these components in solution or no.	Out of scope of the OEM	Incorrect reference by the Bidder. No such clause in RFP
196	36	4.4.3 Envelope 3	18. ERP Product OEM Certificate	The contracted Licenses price(s), covering Transaction Users, Medium Users & Business Partners all add-on engines & ATS percentage will be valid for a period of 5 (five) years from the date of signing the First License buying agreement	Our licensing policies do not distinguish these kind of users. Please let us use the standard licensing policies.	Licensing policy doesn't permit these metrics	No Change. Bidder has to map the available user type to BHEL's license type requirement
197	36	4.4.3 Envelope 3	18. ERP Product OEM Certificate	Transaction & Medium User licenses offered to BHEL shall have the right to use all the modules of the ERP (Finance, Materials Management, Inventory, Maintenance, Project Management, HR and DMS)	As HR is not part of the solution, we request you to delete HR from this requirement.	Out of solution scope	No change
198	43	5.4.1 ERP Product Vendor	2. Indian Annual Financial Turnover	The ERP Product Vendor must meet ALL criteria stated below for at least 2 years out of the last 3 years: 1. Annual turnover from Indian Business of at least INR 400 Crores per year. 2. Annual turnover of at least INR 80 Crores per year from ERP Business in India. 3. The company should be profit making. Evidence required: Audited financial statements for the last three financial years. OR Statutory auditor's certificate for the last three financial years	Request you to please accept self-certification for total revenue from Indian business, as providing statutory auditor's certificate or financial statements cannot be provided due to Indian revenue not being published. Also, we do not distinguish ERP business from applications business as it is integral part of it. Hence, request you please accept self-declaration stating that applications business is more than 80 Crore	Indian turnover and other financial details are not published and hence statutory auditor's certificate or financial statements cannot be provided. And ERP business is not segregated from applications business.	No change
199	48	5.4.1 ERP Product Vendor	9. India specific Tax Compliance	The offered ERP product must meet Indian tax requirement and also capable of incorporating future changes Evidence required: Provide self-certificate from authorized signatory stating how the product will incorporate future changes, as & when applicable. Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company	Please accept self-declaration/confirmation stating compliance with Indian taxation requirement and remove requirement of incorporation of future commitments. Product keeps itself abreast with latest taxation policies of India.	Any commitment about future changes in products cannot be provided.	This criteria requires the self-certificate from authorized signatory stating the methodology being followed for incorporating future changes

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200	49	5.4.1 ERP Product Vendor	10. Integration Capability	The offered ERP product should be capable of integrating inter-alia with the following - · Auto CAD · SAP-HCM · Market standard Engineering automation & Product Life Cycle management software. Evidence Required: 1. Compliance certificate by authorized signatory certifying that the vendor shall comply with BHEL requirement.	Meeting BHEL requirement' will be a very open ended statement and will include components not provided by product OEM. As Product OEM cannot comment on 3rd party products added by implementation partners in solution, it may not be possible for OEM to provide this commitment. Request you to please delete it.	Open ended requirement, out of scope of Product OEM	No change
201							
202	Erection Commissioning	Commercial	1.3 Post Order Activities - Cash monitoring & follow up	Online facility to prepare Project wise Target Outstanding Liquidation Plan.	What are the elements that is expected as part of the Outstanding Liquidation plan by project.	This will help us in solution the Project Finance solution.	will cover in project management system.
203	Unit Finance	Costing	Fin/061	Ability to reconcile material between cost and books.	Need to understand in requirement in detail.	This will help me in streamlining the month end process.	process shall be shared with successful bidder.
204	Unit Finance	Costing	Fin/077	Provision for Pendency and other calculations.	Please explain the pendency and other calculations in detail.	this will help in understanding the requirement.	process shall be shared with successful bidder.
205	Unit Finance	Costing	Fin/084	Ability to issue of Plant cards and it's account.	What are plant cards?Are they like Procurement-Cards or any other Corporate card? Is the plant card applicable across all the BHEL Units	this will help in understanding the requirement.	process shall be shared with successful bidder.
206	Unit Finance	Costing	Fin/110	Ability to disburse expenditure as per parameters.	Can you explain the parameters?	this will help in understanding the requirement.	process shall be shared with successful bidder.
207	Unit Finance	Account Payables	Fin/593		Please explain the requirement in detail		process shall be shared with successful bidder.
208	Corporate Finance	Corporate Budget	Corp Fin/039		How many Units, Cost centers , business sectors are involved in the budget exercise? How many functional users would be required to interact with the system for budget preparation and approvals - i.e. for data entry, administration, consolidation and approval of budgets as well as extraction of reports for revenue & cost budgets at unit and consolidated levels?	To get more clarify of the total functional users interacting with the system and their roles.This will help in sizing and defining the infrastructure needs	All Units and BS are involved in budget exercise. 400 Functional Users would be interacting with System for Budget exercise
209	Corporate Finance	Corporate Budget	Corp Fin/039		As part of the budget exercise, the comments against the budgets and it's multiple version needs to be captured. Is the expectation from the budget system proposed in the BHEL is the capture the comments provided by mutple approvers during the approval process against the budget(s) or it's multiple versions?	This will provide us the clarity in the budget approval process of the BHEL and the correct solution can be proposed and configured	Yes
210	Corporate Finance	Corporate Budget	Corp Fin/041		Whether BHEL follows Top Down & Bottom Up approach for budget development? What is the approval process followed Top Down & Bottom Up approach for budget development?	To get more clarity on the existing process flow in order to will define the solution design	Mixed
211	Corporate Finance	Corporate Budget	Corp Fin/042		BHEL budget should definitely require complex calculations including allocation of expenses, since they are dealing with multiple entities? Is the budgeted PL derived based on drivers for revenue and cost of BHEL ?	To get more clarity on the budgeting process in order to will define the solution design	Yes
212	Corporate Finance	Corporate Budget	Corp Fin/045		Big corporates require historical information during budget preparation.Does BHEL access historical information for deriving the current budget? Does BHEL look forward for an integrated system for corporate so that they can drill down to the actuals in the ledger from budgeting system?	To get more clarity on the level of integration, visibility and audit-ability required	Definitely yes
213	Corporate Finance	Corporate Books	Corp Fin/049		should the budget support multiple versioning natively and it can be accessed at the same time in online form.	To get more clarity on the reporting requirements of BHEL	Yes
214	Corporate Finance	Corporate Books	Corp Fin/050		Would you like to provide the users with forms for data entry to capture information outside financials to be reported along with financials for Schedule VI/IFRS/Ind AS?	To get more clarity on the data collection requirements of BHEL	It should be possible to derive these figures rather than data entry and calculations outside
215	Corporate Finance	Corporate Books	Corp Fin/051		Does budgeting process require Multi-dimension and hierarchies ?	To get more clarity on the budgeting exercise requirements of BHEL	Yes
216	Corporate Finance	Corporate Books	Corp Fin/061		Does the budget need to go through exceptional approvals based on predefined thresholds?	To get more clarity on the existing process flow	Yes
217	Corporate Finance	Corporate Books	Corp Fin/062		Will this mean multiple attachment links and communication treads to be defined in a single cell reference to support proper audit trails and reviews?	To get more clarity on the existing process flow in order to will define the solution design	This is also required.

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218	PMG	Annexure 1 Functional Requirement Specification	PMG/066	The system should show the erectability index. The system should be able to provide the Erectability Analysis (specific sequence of supplying WBS and the percentage usable WBS of the total supplied WBS)	How is erectability calculated.	To understand the functionality required	Erectability index is ratio of erectable material and total material available at site. This is required Unit-wise and in totality.
219	Erection Commissioning	Annexure 1 Functional Requirement Specification	EC&SaS/055	Online Availability of Allocation Details (Price)	Please elaborate Allocation details	To understand the functionality required	PS-MKTG: Power Sector Marketing IS: Industry Sector IO: International Operations After receipt of order by PS-MKTG, allocation (share) is provided to various Business Units (Manufac. Units & PS Regions). This allocation data should be available online.
220	Erection Commissioning	Annexure 1 Functional Requirement Specification	EC&SaS/059	Facility to work out quantum of enabling Work required for the project and upload it to the system.	How is quantum of enabling work calculated	To understand the functionality required	Quantum of enabling work is calculated manually. Once the quantum is calculated, system should provide a facility to upload the details for online availability.
221	Erection Commissioning	Annexure 1 Functional Requirement Specification	EC&SaS/340	Online Monitoring of BOP Requirements and alert facility for the same.	What details need to be monitored in BOP	To understand the functionality required	Details include monitoring of tentative requirement as well as availability/status of BOP systems required during various erection/commissioning milestones of BTG system. Some the BOP systems are: Startup power, DM water, Cooling water, Fuel oil,
222	Erection Commissioning	Annexure 1 Functional Requirement Specification	EC&SaS/344	System generated List of Critical Material as well as system generated Erectability analysis. Facility to update critical issues of project that can further be utilized in creation of MCM Reports. Interface with CPMG/PMX.	How is erectability calculated.	To understand the functionality required	Erectability Analysis is calculated on the basis of Formulae. One of the formula is: Erectability Analysis = (Erectable Material available at Site)/(Total Material available at site).
223	Commercial	Annexure 1 Functional Requirement Specification	Comml/171	Ability to transfer approved L2 network.	More information needed - transfer to where?	To understand the functionality required	covered in project management system.
224	Commercial	Annexure 1 Functional Requirement Specification	Comml/246	Ability to match the data to meet the target for operation review.	What data needs to be matched, what are the data formats and content of the formats which are used for operation review or other functions	To understand the functionality required	covered in project management system.
225	Commercial	Annexure 1 Functional Requirement Specification	Comml/346	Ability to capture synchronisation event details.	What details need to be captured	To understand the functionality required	various milestones during erection and commissioning as agreed during contract finalisation to be linked with deferred(post supply) billing system

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226	43	5.4.1 ERP Product Vendor Experience	Pt 3	3. Globally Accepted ERP Product The offered ERP product should have been implemented in 5 different countries in last 7 years. This should be 5 independent installations (for different clients) with at least 1000 licenses in each installation.	It is suggested that the ERP product experience clause should include both application and RDBMS, ie: The offered ERP product along with the offered RDBMS should have been implemented in 5 different countries in last 7 years. This should be 5 independent installations (for different clients) with at least 1000 licenses in each installation.	Underlying RDBMS is an important and crucial component of integrated ERP solution as it stores entire enterprise's data and plays a major role in the security, performance and manageability of the solution. Hence RDBMS needs to have a proven track record as part of the integrated ERP solution together with the application.	No change
227	43	5.4.1 ERP Product Vendor Experience 4.0	Pt 4	4. Implementation in related industry globally The offered ERP product should have been implemented for at least 3 operational global application customers in heavy equipment Engineering and Manufacturing sectors with at least 500 licenses in each installation.	It is suggested that the implementation experience should include the offered ERP application and the offered RDBMS.	Underlying RDBMS is an important and crucial component of integrated ERP solution as it stores entire enterprise's data and plays a major role in the security, performance and manageability of the solution. Hence the experience of ERP application with the offered database should be considered.	No change
228	43	5.4.1 ERP Product Vendor Experience	Pt 5	5. Implementation in Engineer To Order (ETO) type of industry The offered ERP product should have been implemented for at least 1 operational application customer in ETO type of Industry in India.	It is suggested that the implementation experience should include the offered ERP application and the offered RDBMS.	Underlying RDBMS is an important and crucial component of integrated ERP solution as it stores entire enterprise's data and plays a major role in the security, performance and manageability of the solution. Hence the experience of ERP application with the offered database should be considered.	No change
229	44	5.4.1 ERP Product Vendor Experience	Pt 6	6. Implementation in Engineering, Procurement & Construction (EPC) Industry in India The offered ERP product should have been implemented for at least 1 operational application customer in EPC type of Industry in India.	It is suggested that the implementation experience should include the offered ERP application and the offered RDBMS.	Underlying RDBMS is an important and crucial component of integrated ERP solution as it stores entire enterprise's data and plays a major role in the security, performance and manageability of the solution. Hence the experience of ERP application with the offered database should be considered.	No change
230	44	5.4.1 ERP Product Vendor Experience	Pt 7	7. Implementation experience in India The offered ERP Product should have at least 10 installations in India with at least 500 licenses in each installation in last 7 years.	It is suggested that the implementation experience should include the offered ERP application and the offered RDBMS.	Underlying RDBMS is an important and crucial component of integrated ERP solution as it stores entire enterprise's data and plays a major role in the security, performance and manageability of the solution. Hence the experience of ERP application with the offered database should be considered.	No change
231	44	5.4.1 ERP Product Vendor Experience	Pt 8	8. Experience in Indian PSU The offered ERP product should have been implemented for at least 1 Indian Public sector customer / Government department with licenses greater than 500 each in a single implementation.	It is suggested that the implementation experience should include the offered ERP application and the offered RDBMS.	Underlying RDBMS is an important and crucial component of integrated ERP solution as it stores entire enterprise's data and plays a major role in the security, performance and manageability of the solution. Hence the experience of ERP application with the offered database should be considered.	No change
232	46	5.4.2 Implementation Partner	Pt 3	3. Global Implementation Experience The Implementation Partner must have implemented offered ERP product for at least 3 operational global customers with at least one of those implementation having minimum 5000 licenses.	It is suggested that the implementation experience should include the offered ERP application and the offered RDBMS.	Underlying RDBMS is an important and crucial component of integrated ERP solution as it stores entire enterprise's data and plays a major role in the security, performance and manageability of the solution. Hence the experience of ERP application with the offered database should be considered.	No change

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233	48	5.4.2 Implementation Partner	Pt 6	6. Implementation in EPC industry The Implementation Partner must have implemented the offered ERP product in at least 2 companies in Engineering, Procurement and Construction (EPC) industry with atleast 500 license in each installation.	It is suggested that the implemetation experience should include the offered ERP application and the offered RDBMS.	Underlying RDBMS is an important and crutial component of integrated ERP solution as it stores entire enterprise's data and plays a major role in the security, performance and manageability of the solution. Hence the experience of ERP applicaiton with the offered database should be considered .	No change
234	48	5.4.2 Implementation Partner	Pt 7	7. Current Implementation Experience The Implementation Partner must have implemented offered ERP product for at least ten customers in last 5 years with at least 500 licenses in each implementation.	It is suggested that the implemetation experience should include the offered ERP application and the offered RDBMS.	Underlying RDBMS is an important and crutial component of integrated ERP solution as it stores entire enterprise's data and plays a major role in the security, performance and manageability of the solution. Hence the experience of ERP applicaiton with the offered database should be considered .	No change
235	49	5.4.2 Implementation Partner	Pt 9	9.Large implementation Experience The Implementation Partner must have executed at least 1 offered ERP product implementation project in India with at least 1000 licenses.	It is suggested that the implemetation experience should include the offered ERP application and the offered RDBMS.	Underlying RDBMS is an important and crutial component of integrated ERP solution as it stores entire enterprise's data and plays a major role in the security, performance and manageability of the solution. Hence the experience of ERP applicaiton with the offered database should be considered .	No change
236	49	5.4.2 Implementation Partner	Pt 10.	10. Multi location Implementation Experience The Implementation Partner must have implemented offered ERP product in at least 1 company with multiple locations (minimum 5 locations).	It is suggested that the implemetation experience should include the offered ERP application and the offered RDBMS.	Underlying RDBMS is an important and crutial component of integrated ERP solution as it stores entire enterprise's data and plays a major role in the security, performance and manageability of the solution. Hence the experience of ERP applicaiton with the offered database should be considered .	No change
237	49	5.4.2 Implementation Partner 11.0	Pt 11	11. Project Value The Implementation Partner must have implemented offered ERP product during the last 7 years worth: At least 3 jobs with each worth over INR 25 Crores Or At least 2 jobs with each worth INR 30 Crores Or At least 1 job worth INR 60 Crores	It is suggested that the implemetation experience should include the offered ERP application and the offered RDBMS.	Underlying RDBMS is an important and crutial component of integrated ERP solution as it stores entire enterprise's data and plays a major role in the security, performance and manageability of the solution. Hence the experience of ERP applicaiton with the offered database should be considered .	No change
238	58	7.2 Supply of ERP Software & Licenses		7.2 Supply of ERP Software & Licenses	It is suggested that the requirement should include that all the software licenses (ERP application, Database and other software) should be perpetual, unrestricted, full use and in name of the purchaser.	This will ensure that BHEL can use these softwares in the manner it required to carry out any custom, bespoke integration work in future	No Change
239		Annexure 2	-		Database parameters for inclusion: 1. The database should have published TPC-C and TPC-H benchmarks. 2. The TPC-C and benchmark of the database should be at-least placed in first five top results. 3. The proposed database in the solution should have received the security certification of level 4 (EAL4) or above from the International Common Criteria. 4. Database should provide horizontal scalability in such a manner that a new database node can be added (or removed) dynamically, as and when required in future, without disturbing the normal functioning of production system such as without shutdown. This should be supported by native database clustering components.	The current technical specifications includes parameters for various solution components such as DMS, Web Portalm, Data Warehousing, Hardware etc. . But it does not include the parameters for the database. It is suggested that some minimum key parameters for the database should be included to ensure performance, high availability and scalability of the solution	Information will be shared to Successful Bidder
240	26	About ONE-BHEL	3.1	Single version of information with 'ONE-BHEL' view to all the stakeholders.	Apart from a unified user interface for accessing information does it also comprise of – 1. Information getting available based on the context of the user 2. Personalized User Views enhancing user engagement (and incase of employees their productivity)	The single unified information view is supplemented with Information in context and based on roles as it improves the usability of Information and thus the addressing the purpose of the vision	As per FRS & TRS

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241	26	About ONE-BHEL	3.1	Single version of information with 'ONE-BHEL' view to all the stakeholders.	Are you looking for Web 2.0 based portal framework which can integrate will all the existing and proposed applications in owner's IT landscape as a single centralized platform, has localization capabilities and provide features like Wikis, blogs, mashups, social integrations, Activity Streams, Project Communities, Knowledge Sharing etc. ?	Portal should provide a next generation Web 2.0 portal framework built specifically for componentized Web 2.0 services that aims at complete portal solution	Yes
242	26	Objectives	3.1	Management dashboards for monitoring and decision support systems at Unit and Corporate level.	Do you want your end users to use portal as unified single portal which gives incontext and intuitive information. In order to do that , do you need your email server also integrated as part of the portal ? It enables users to compose a new mail message from within the application (with attachments) and delete, reply to, and forward messages from the portal itself.	Requirements for single unified portal (along with email) has to be understood.	Alerts through Mails are required .
243	26	Implementation Approach & Strategy	3.2	ONE-BHEL' implementation shall ensure visibility of data, seamless data movement to achieve integration across inter / intra unit without human intervention, example – components visibility, financial transactions and information, procurement status, project related information i.e. 'ONE-BHEL' ERP solution shall provide an integrated solution across Owner's organization.	Do you need a comprehensive Enterprise Service Bus based Integration engine to integrate and exchange information with exiting applications such as Estate Management, Hospital Management, Knowledge Management etc.	Standards based, centralized integration framework is suggested for One BHEL project as it will provide for scalability, reliability and performance for integrating business-critical applications.	Required
244	82	Scope of Work	9.4.16	Document Management	Pls Confirm – Document management workflows/tasks could be initiated or acted upon from the central ERP as well as the unified user interface/portal	Business Processes has documents as integral part of their requirements and hence essential to have ERP transactions linked to documents so while the documents still sits in the content repository it could be easily accessed from the ERP as well.	Required .
245	59	Supply of ERP Software & Licenses	7.2	Business Partners: For access to Business Partners such as Vendors, Customers, etc. for input/output of information through web-based, mobile Portals.	Should the Portal Application have capabilities to cater to range of Mobile devices and render set of information based on device types and form-factor.	These capabilities would help BHEL seamlessly extend Portal beyond Internal Employeess i.e to Business Partners, Vendors, Customers etc.	Yes
246	80	Data Archival	9.4.6	In order to meet statutory and MIS requirements, archiving and easy retrieval of data along with supporting documents/ attachments is required.	Should the capabilities related to Document Conversion be also an intrinsic feature of the proposed Content Management Solution?	This would help BHEL in having a Web-Viewable Format for the stored content in the content management repository. The Users then need not have the native application installed to View Content stored on DMS	Yes.
247	96	Interface/ Integration with Existing Applications	9.12.2.3	Hospital /Medical System	Please share the technical details of the existing Hospital/ Medical System? Is this a Single Central application for all the BHEL Employees?	Help in finalizing the Integration topology.	Information will be shared to Successful Bidder
248	96	Interface/ Integration with Existing Applications	9.12.2.3	Estate Management	Please share the technical details of existing Estate Management System? Is this a Single Central application for all the BHEL Employees? Or are there Unit Level separate applications?	Help in finalizing the Integration topology.	Information will be shared to Successful Bidder
249	96	Interface/ Integration with Existing Applications	9.12.2.3	Existing Bespoke Applications	Please share the technical details of the other Be-spoke Applications, both Corporate and Unit Level which need to be interfaced with ONE -BHEL Solution	Help in finalizing the Integration topology.	Information will be shared to Successful Bidder
250	88	9.11.2	Type of Training	Certification Training for Central Core Team	1.What are locations where the trainings are required for users under above category by BHEL. 2. Functional Area wise breakup of participant who will be undergoing training under above category 3. Can we use BHEL Venue's for delivering training. If yes, then what all locations, and the details of their class room setup 4. Background of the participants (in terms of their experience, domain/functional knowledge, technical knowledge etc) who will be undergoing training under above category. 5. Whether the training delivery mode can be other than classroom like webex sessions?	These details will help us better understand the Training Requiements.	Refer Section 9.11 Training in totality. All Types of training and nos. are clearly mentioned.
251	PMG	Annexure #1 Functional Requirement Specifications	PMG/012	Capability to reschedule projects at activity level	What is the frequency of rescheduling project? Is auto-rescheduling (triggerred when dates are changed) required? Is it required to have a "schedule preview" to enable estimation of schedule changes without actually committing them to the project.	To understand the functional requirement as per BHEL business process and validate our understanding based on global best practices.	Frequency is dynamic . Auto rescheduling is required . Schedule Preview also required
252	PMG	Annexure 1 Functional Requirement Specification	PMG/020	Ability to identify resources based on skills, roles (Reqd and available), associate resources to activities using Skill Competence Matrix.	Is it also required to level the resources in the project schedule to ensure that resource demand does not exceed resource availability?	To understand the functional requirement as per BHEL business process and validate our understanding based on global best practices.	No

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253	PMG	Annexure 1 Functional Requirement Specification	PMG/023	Simulate Project Cost based on perceived Project Plan, Resource Plan	Is the simulation to be based on simulation techniques like What if analysis, Monte Carlo-based cost and schedule analytics to estimate schedule uncertainty, fixed-cost uncertainty, variable-cost uncertainty, resource uncertainty etc.?	To understand the complexity & details required in the functionality to well define the solution	Provision to be built in the system as per Best Practices .
254	PMG	Annexure 1 Functional Requirement Specification	PMG/025	Ability to track and associate variances at Component, Module and Equipment level or at defined stages in a project	1) Are the components, modules, equipments etc. against which the variance needs to be tracked always defined as WBS elements? 2) If not, is this a standard practice across all projects or defined by the users on project basis?	To understand the nature of requirement from the end user perspective	Some examples of variants are: a) resources, b) machinaries, c) extra cost to shorten erection cycle etc. 1. No 2. Defined on project basis.
255	PMG	Annexure 1 Functional Requirement Specification	PMG/027	Project Structure should be available in Gantt Chart / facility to integrate with MS Project & Primavera. Average number of activities in the master project structure: Approx 15000 activities Project Structure of offered module should have capability to either import data fro existing project networks in MS Project/Primavera or have interface with them. Only then the progress of projects can be monitored.	1) Are all projects to be created and maintained in a single instance? 2) What is the expected number of projects to be created in one database instance?	To understand the database sizing	1. Yes 2. will be intimated to successful bidder
256	PMG	Annexure 1 Functional Requirement Specification	PMG/029	Project Structure should be available in PERT Chart	1) Is the PERT Chart required to be configurable by the end users to choose the content and arrangement of the boxes that represent activities in the PERT network? 2) Is it required to show only driving relationships to make the network comprehensible in case of large number of activities and relationships?	To understand the nature of requirement from the end user perspective	1. Yes. 2. User should have option to select.
257	PMG	Annexure 1 Functional Requirement Specification	PMG/030	Activity Schedule in network (graphical) view	1) What are the specifications for the graphical view? 2) Is it required to display more than one activity per row, which condenses the project plan and the chains of activities that drive the project schedule? 3) Is each activity to be represented by multiple bars to provide greater flexibility in displaying information?	To understand the nature of requirement from the end user perspective	1. As per Industry Standards 2. No, one activity one row. 3. One activity may be represented by multiple bars to show status at different stages of project.
258	PMG	Annexure 1 Functional Requirement Specification	PMG/034	The system should have a project management module which has the ability to capture the original baseline, and multiple updated baselines vs. actual.	1) What is the maximum number of baselines that can be created throughout the lifecycle of the project? 2) Is the baseline required to be updated at any point of time later on after creation in case of scope changes agreed by customer? 3) Is there a requirement for a project baseline and a user baseline which users can keep on changing to monitor performance whereas the contractual baseline remains static?	To understand the complexity & details required in the functionality to well define the solution	User baseline can change to monitor progress while contractual baseline is always fixed.
259	PMG	Annexure 1 Functional Requirement Specification	PMG/049	EIFS (Engineering Information Flow Schedule) of all Units should be available in the System and should be integrated with the project schedule. Completion of Engineering activities depend on the information flow from various BHEL units. Tracking of this information is essential.	Are individual drawings/documents required to be linked to the project activity or project milestone?	To understand the complexity & details required in the functionality to well define the solution	Drawings/documents need to be mapped with milestones.
260	PMG	Annexure 1 Functional Requirement Specification	PMG/065	Ability to provide dashboard at different levels to track the project. Dashboards should be available at top management, project manager, Unit/Region Head levels for effective tracking of projects	Are the dashboards required to be dynamic, self configurable by the end users to display the contents related to their role and related projects or static hard coded?	To understand the nature of requirement from the end user perspective	Dashboards should be role based and for top management/corporate level monitoring should have information on multiple projects
261	PMG	Annexure #1 Functional Requirement Specifications	PMG/071	Ability to update the project plan with the change in any milestone/ deadline.	Is it required to automatically reschedule the project based on retained logic or as per progress achieved once the project plan is updated?	To understand the complexity & details required in the functionality to well define the solution	Rescheduling is required.
262	PMG	Annexure 1 Functional Requirement Specification	PMG/072	Ability so that all stakeholders involved in a project can update the status relevant to them.	Are external stakeholders like design consultants, vendors, contractors required to update the status of work relevant to them?	To understand the nature of requirement from the end user perspective	Yes

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263	Erection Commissioning	Annexure #1 Functional Requirement Specifications	EC&SaS/339	Ability to generate Erection L3 Schedule (rolling Plan for Site Erection work); Interface with Panning & Monitoring System (Function-10) Erection L3 is generated in parts referring master network maintained by CPMG as per availability of front at site. Further updation at L3 level is done at site.	1) Is Erection L3 schedule required to be automatically generated from the CPMG master network? 2) Is there a linkage between Erection L3 schedule and CPMG master network?	To understand the complexity & details required in the functionality to well define the solution	Automatic generation if possible, will be an added advantage, but the user should have a liberty to add/remove tasks. CPMG Master schedule is almost an L2 schedule for erection. This schedule is the basis for creation of L3 schedule of erection which is further detailed.
264	Erection Commissioning	Annexure 1 Functional Requirement Specification	EC&SaS/340	Ability to generate Erection L3 Schedule (rolling Plan for Site Erection work); Interface with Panning & Monitoring System (Function-10)	Is Erection L3 schedule required to be generated from the master network maintained by PMG or created as a separate schedule and integrated to the PMG managed master network by means of cross project relationships?	To understand the complexity & details required in the functionality to well define the solution	Currently it is being done manually. CPMG Master schedule is almost an L2 schedule for erection. This schedule is the basis for creation of L3 schedule of erection which is further detailed.
265	Erection Commissioning	Annexure 1 Functional Requirement Specification	EC&SaS/445	Online Facility for preparation of Erection Schedules (L3) at site (Project Planning & Mgmt System) and online availability of Erection & Engineering Documents (Interface with DMS & Material Management System)	Is it required to link the erection and engineering documents to the activities so that the end users responsible for these activities can access these documents online along with their task list?	To understand the complexity & details required in the functionality to well define the solution	Yes. Erection/Engineering Documents are to be linked with Activities as well as material.
266	Erection Commissioning	Annexure 1 Functional Requirement Specification	EC&SaS/447	Online Project Planning & Mgmt System for 3 months rolling plan, Progress tracking as per plan and delay analysis.	Is it required to display a progress line to graphically trace progress on activities and see how a project is performing with regard to its scheduled deadlines	To understand the nature of requirement from the end user perspective	That will be an additional benefit.
267	Annexure1FunctionalRequirementSpecification	TAB - MM	MM/015	Evaluation of Vendor at Project site Vendor	Kindly explain the process done at the Project site for vendor evaluation	To understand the process requirement	Evaluation of a Vendor based on out corporate Vendor Registration policy (verification of the Vendor application details and his physical existence). As per time to time guidelines by central authority.
268	Annexure1FunctionalRequirementSpecification	TAB - MM	MM/023	Multilevel release strategies shall be available	Kindly elaborate upon the strategies	To understand the approval process	For Purchase order - sub-contract / Indegenous / Imported separate release strategies are required
269	Annexure1FunctionalRequirementSpecification	TAB - MM	MM/047	Web Based portal for reverse auction and obtaining the acceptance from technical qualified	In the previus point MM/046 it is mentioned " integration of reverse auction provider system with Bhel", what is requirement for web portal mentioned here in this point	To understand the process requirement	Web portal refers to the web gateway provided to the vendors to bid online.
270	Annexure1FunctionalRequirementSpecification	TAB - MM	MM/074	Ability in the system to get the online data of DGFT to be transferred in the system	Kindly provide the details of the data being mentioned here	To understand the process requirement	The import licence details like the validity , amendments etc. are available at DGFT site. Provision should be available so that, if allowed, the data from DGFT can be seamlessly ported to our system.

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271	Annexure1FunctionalRequirementSpecification	TAB - MM	MM/067	In case of receipt of order from commercial ... DEEC ,PI , merit duty .. Work order system	Kindly explain merit duty and work order here refer to the purchase order	To understand the process requirement	On receipt of order from our customer,the internal Work Order is issued by commercial to start the manufacturing/procurement process. The details of the project for Duty Benefits if any /Merit(full duty) should be available in work order.
272	Annexure1FunctionalRequirementSpecification		TECH/014	Ability for the system to generate a design action for the tool whenever process planner identifies the requirement of the special tool in process/routing	kindly explain the process.	To understand the process requirement	Tool designing group should get a intimation for starting the tool design activity from the requirement indicated by the process planner at operation level in the routing.
273	Annexure1FunctionalRequirementSpecification		TECH/021	Identification of the facilities requirement to be made online (to be interfaced with CMT & IP at corporate office through unit P&Ds)	kindly explain the process.	To understand the process requirement	Facilities list or details of the machines against workshop/unit is expected to be available online with capacity and machine type.
274	Annexure1FunctionalRequirementSpecification		TECHC/042	Online availability of all CNC program for all CNC machines	kindly explain the requirement.	To understand the process requirement	CNC program should be linked to the component drawing, indicating whether CNC program is proven/unproven.
275	Annexure1FunctionalRequirementSpecification		QUAL/100	Ability to capture action plan and linking to emap	Kindly explain the emap	To understand the process requirement	e-map is BHEL's on-line performance appraisal system for employees
276	Technology	Implementation	Tech/002		Whether the tool management need to be integrated or supported in the system?	Need more information	Automation of tool management means 1. Collection of tooling requirements generated by process planner. 2. Creating BOM for that tools identified to be designed by Tool Design Group. 3. Manufacturing of the Tool by BHEL/Vendor. 4. Issue of the tool against the requirement like drawing/workshop/store.
277	Technology	Implementation	Tech/003		Ability to link tools with PO. Can you please elaborate more on this scenario?	Need more information	Linking of Tools with Manufacturing Process .
278	Technology	Implementation	Tech/005		Is it the CNC Programs and other operations details need to be entered in the system?	Need more information	Timings against CNC machines should be entered and available in the system for better monitoring and utilization.

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279	Technology	Implementation	Tech/041		Is it the ERP system should know the program readiness of CNC Machines.	Need more information	CNC program should be linked to the component drawing, indicating whether CNC program is proven/unproven.
280	Technology	Implementation	Tech/042		Is it the ERP system should know the program readiness of CNC Machines	Need more information	CNC program should be linked to the component drawing, indicating whether CNC program is proven/unproven.
281	Technology	Implementation	Tech/044		Is the Program for Proved CNC programs for input to machine, should be available as part of Document management system	Need more information	The proved CNC program should be available online for input to machine. However, whether it should be part of DMS or any other system, should be decided by vendor.
282	Technology	Implementation	Tech/048		All the identification should be online , can you please elaborate the line item?	Need more information	The Items are Documents like Technological Instructions and Product Standards
283	PMG	General	PMG/38		What is Tracking Customer Inputs ?	Does it mean their requirements at a particular stage of the Project	In most of the projects Inputs like Civil are provided by customer. Without their availability, BHEL can't erect equipments. So tracking of Inputs is required.
284	PMG	General	PMG/47		what is Generate Standard network?	Generate Standard network, can you please elaborate	Standard project networks to be available in system for various ratings/variants of projects being executed by BHEL
285	Quality	Quality Planning	Qual/010		What is Query Log Sheet?	They need to upload and view Query Log Sheet. Need to know what is the business data they are referring to log sheet	It is a format for recording specific quality data
286	Quality	Quality Execution	Qual/051		What is Quality Circle Website? What is Tangent Benefit Analysis?	Understand the Requirement, we require this input at this stage of the BID to arrive at a correct technical and commercial estimate	Quality Circle website is an intranet page for hosting Quality Circle related information. Tangible benefit analysis is done to calculate the actual savings / profits accrued from Quality Circle project implementation
287	Quality	Quality Execution	Qual/096		what is history docket? What information does form part of the history docket	Is it referring to extract reports for historic transactions / collection plans, we require this input at this stage of the BID to arrive at a correct technical and commercial estimate	History docket consists of all the quality documents related to a work order
288	Quality	Quality Certifications	Qual/100		what is emap?	Understand the process	e-map is BHEL's on-line performance appraisal system for employees

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289	Annexure1FunctionalRequirementSpecification	TAB - Commercial	COMML/318	Ability to handle despatch programme for Projects and despatch management	1. By Despatch programme , Does this imply freight budgetting for the projects , that gets integrated with overall project budget 2. Will this involve Multi Horizon Planning i.e Planning over a horizon of Yearly, Quarterly, Monthly for capacity commitments vehicles and vehicle types from Transporters	Understand the Transportation requirement	process shall be shared with successful bidder.
290	Annexure1FunctionalRequirementSpecification		COMML/330	Ability to perform Transporter performance evaluation online	1. How is it measured and communicated 2. Should the transporter performance based on the KPIS influence the operational planning or decisions dynamically. Eg. Transporter A by virtue of being the low cost and share of business may get awarded the load vis-a-vis Transporter B, qualified to fulfill the requirement. In case the performance benchmark of B is better than A based on a Key performance metric, should it influence the operational planning dynamically?	Understand the Transportation requirement	process shall be shared with successful bidder.
291	Annexure1FunctionalRequirementSpecification		COMML/332	Ability to perform Vehicle Planning and allocation of Business	Kindly Explain the carrier selection, planning, scheduling, and optimization process. 5. Does Dimension of the cargo influence the planning process (Over Dimensional cargo) 1. Describe methodology and criteria for routing decisions and carrier selection. 2. What modes of transportation do you utilize out of your facilities? Does this differ by facility? How many carriers do you have (by mode)? Break truck into TL, LTL, and Bulk. 3. Are there any soft and hard constraints that impact and influence the vehicle planning viz. Vehicle restrictions for type of vehicle during a period of the day 4. Does dimension of cargo influence the priority or constraints in planning process 5. How dynamically is the allocation of Business with transporters changed	Understand the Transportation requirement	process shall be shared with successful bidder.
292	Annexure1FunctionalRequirementSpecification		COMML/343	Ability to generate mail trigger for over dimension over cargo	1. Explain the process . Is this a result of the planning process		This is required for Logistics Planning
293	Annexure1FunctionalRequirementSpecification		COMML/325	Ability to link Despatch planning with Shop planning for over dimension	1. At what point in the process are orders provided to logistics for transportation planning 2. Will Transportation planning output influence other planning process viz. S&OP and production process	Understand the Transportation requirement	Based on parameters defined in Logistics solution in ERP. Manufacturing BOM to be inline with Shipping list
294	Annexure1FunctionalRequirementSpecification		IMP/EXP012	Freight calculation & payments	1. Are there any additional costs other than the contracted cost that influence the payments to the transporter or service provider 2. Is there a freight audit process between calculation and payment , eg Matching and Approval based on certain threshold	Understand the requirement	There are some additional costs involved in certain cases based on approvals on case to case basis There is currently no threshold set, all bills are audited and kept
295	Annexure1FunctionalRequirementSpecification		IMP/EXP020	Online availability store in transit (Physical and financial)	1. Elaborate more on this requirement. Should the financial visibility influence the budgets baseline for the project from the perspective of despatches	Understand the requirement	Stores in Transit is an important component of Inventory and monitored at various levels. Financial values do not directly impact the project baselines as far as the SIT is concerned
296	Annexure1FunctionalRequirementSpecification		IMP/EXP023	Provision to accommodate time to time government guidelines/notifications in the system	State specific government guidelines. Does this imply constraints that will influence planning decisions or compliances from trade agreement and export perspective	Understand the requirement	Yes, Govt. guidelines constraint that influence planning decisions.
297	FRS		Engineering	General: Engg / 004	Ability to carry out Producibility Analysis in certain cases in consultation with Product Engineering & Operations. Reasons for rejection to be captured for analysis	What is the current mechanism at BHEL to do Producibility Analysis? What are the different types of Producibility Analysis being done? Does BHEL uses any Analysis / 3rd Party tools do the Analysis?	Reason for unsuccessful tender to be recorded. It is comparison of estimated costs Vs actual expenditure.

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298	FRS		Engineering	General: Engg / 011	Ability to calculate Estimated Factory Cost as per the inputs provided	What constitutes Estimated Factory Cost?	EFC constitutes Direct (Man, machine, Material), Indirect and overheads.
299	FRS		Engineering	General: Engg / 011	Product schedule manufacturing completion forecast	Is this Estimated date of completion of manufacturing of the product before Erection & Commissioning? Is this part of the Bid document? we require this input at this stage of the BID to arrive at a correct technical and commercial estimate	This is used for Offer Preparation while submitting the Bid .
300	FRS		Engineering	General: Engg / 014	Repository for storing and retrieving digital product data model and (BOM, documents, component attributes, drawings and models, schematics, software modules, specifications, data sheets and revision history)	If the proposed ONE ERP solution is going to be used for storing and retrieving the data mentioned, then what would be role of the current PDM/PLM systems currently present at BHEL? What would be the role of WRENCH software currently there at BHEL? Would the existing PDM/PLM systems in BHEL be continued or would they be retired and used only as a reference system for past data? In the CAD tools to be integrated, only AutoCAD has been mentioned which generates 2D drawings. In the FRS requirement, it has been mentioned as MODELS and SCHEMATICS as well. MODELS are created out of 3D CAD tools and Schematics are created out of ECAD tools. Is the requirement also to integrate with the 3D CAD tools and ECAD tools? If so, what are those tools? Else, is the requirement to store the 3D MODELS and Schematics just as File Attachments?	Yes, data is already available in different Repository server. Suitable interface to be provided for data retrieval.
301	FRS		Engineering	General: Engg / 016	Support for product structure management to enable the management of product configurations as they are created and manipulated, including automated capture from CAD models	Automatic capturing from CAD Models from which CAD tools? Since models are from 3D CAD tools, and the CAD tool mentioned in the requirement to be integrated is only AutoCAD which only generates 2D drawings, which is the 3D CAD tools being referred in this requirement? we require this input at this stage of the BID to arrive at a correct technical and commercial estimate	Coverage of major function is indicated in FRS. The detail As Is will be shared at the time of project starting to the successful bidder for incorporating in the business blueprint.
302	FRS		Engineering	General: Engg / 024	Ability to interface with design calculation	Need the list of tools being used for performing Design Calculation at BHEL.	Information will be shared to Successful Bidder
303	FRS		Engineering	General: Engg / 025	3D based collaborative system is required to merge electrical, wiring and mechanical designs	The merging referred to here is merging the BOM or Visualizing the combination of Electrical, Wiring and Mechanical Design? If neither of the above, what is the exact requirement? we require this input at this stage of the BID to arrive at a correct technical and commercial estimate	Presently, WRENCH Enterprise is in usage for Design documents (2D data) e.g. drawings, product standards, etc. An enhanced Product data management system, which shall also include 3D data, is in review.

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304	FRS		Engineering	General: Engg / 028	Ability to generate Product wise pre-defined check list.	Need more details of what this Check list is. we require this input at this stage of the BID to arrive at a correct technical and commercial estimate	A list of documents (like technical offer details, write ups, some outline drgs etc) to be submitted against a tender is prepared. System should be able to cross check the documents being forwarded to different agencies before actual submission against the checklist
305	FRS		Engineering	General: Engg / 034	Ability to incorporate amendments to design Memo in the system	What is Design Memo? Is this Design Release Note / Design Change Note?	When an order is received from customer , then design requirements (technical data, Purchaser requirements communication etc- PRC) is issued to various sub sections in an engineering department for starting design work. Several post award contract meeting are also held with customer / interfacing departments or units within BHEL. If some modification is required in product design then an amendment to earlier issued 'design memo' is released. System should be able to track and keep records of these changes. ERP should have Document
306	FRS		Engineering	General: Engg / 048	Ability to have standard Product Group Main Assembly (PGMA) templates for different types of product available online with Updating provision & Alert facility	What constitutes Product Group Main Assembly (PGMA) template?	PGMA is a unique 5-digit no. which identifies the product unique part.
307	FRS		Engineering	General: Engg / 055	Ability to allow the user to easily organize and structure the product information including parts, designs, drawings etc.	BHEL has WRENCH and in addition also some PDM/PLM systems. Then why is this requirement to store the Design & Drawing in the proposed Solution?	WRENCH is not available in all locations. The proposed solution should contain storage of all drawings

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308	FRS		Engineering	General: Engg / 056	Ability to auto-generation drawing number based on BHEL drawing number	Is this only for Drawings created through AutoCAD? In addition, since we understand from the Tender Doc that WRENCH is already there in BHEL, then where would this drawing be stored?	Drawing number generation is not required in Wrench. At present, this facility is available in business application in Oracle. ERP should have this facility. The generated number is used in creation BOM
309	FRS		Engineering	General: Engg / 057	Ability to have interface with existing drawing server for uploading and high speed printing	Some of the requirements state that the proposed solution should capture and store drawings. But this requirements states that, there should be an interface with existing drawing server to upload drawings. We need to have a clarity on which would be the central repository for storing the drawings, design, 3D models, Schematics? Would it be the proposed solution or any of the existing solutions at BHEL? we require this input at this stage of the BID to arrive at a correct technical	This facility is not required for units having their own DMS solutions like Wrench.
310	FRS		Engineering	General: Engg / 060	Ability to update Revision number in List of drawings for all work order	Need to understand where the Drawings would be stored? Would it be stored in the database/vault of the proposed solution or in any Existing BHEL solution (WRENCH / Drawing Server)?	Drawing number is generated in Business application and stored in database. The number is used to create Drawings and store in in Vault/ DMS system. Business applications use the same drawing number stored in database for creation of BOM/CBOM. As and when revised drawing is submitted in vault/DMS, a revision number is updated in database against this drawing number.
311	FRS		Engineering	General: Engg / 062	Ability to provide information (in the right format) relating to product design and size/capabilities/configuration of engineering team from the units should be available to all concerned stakeholders in BHEL.	Is this a Design / Engineering Request initiated by the Units to the Design Teams which should contain some specific information? Need information on "Right Format" we require this input at this stage of the BID to arrive at a correct technical and commercial estimate	Yes. Format means basic template in which data are to be filled. Format to be decided during execution.
312	FRS		Engineering	General: Engg / 076	Ability to integrate with external drawing management system	Need details of the External Drawing Management System. Does this system have APIs / Web Services. What database does this system use? we require this input at this stage of the BID to arrive at a correct technical and commercial estimate	ERP should be able to interact with DMS of other sister units.

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313	FRS		Engineering	General: Engg / 082	Design change Note (DCN) process to be linked with drawing and 3D models	There is a mention about BHEL having a Separate Drawing Server, WRENCH and PDM / PLM Systems. Would the Drawing and 3D models be stored in the above systems or should be stored and managed in the Proposed solution? we require this input at this stage of the BID to arrive at a correct technical and commercial estimate	WRENCH is not available in all locations. The proposed solution should contain storage of all drawings
314	FRS		Engineering	General: Engg / 087	Attestation indication shall flow from Material Master to BOM	Need more details of what is meant by Attestation Indication?	Attestation such as third party certification like ASME etc, IBR certification requirement indication in material master against material to flow to bill of material
315	FRS		Engineering	General: Engg / 091	Ability to integrate training calendar for better planning by the Engineering department	Does BHEL already have an Training Calendar / Training management system? If so, what is that System? What is the Integration Scope? Is it do with the Resource management?	BHEL has training centres at some of the units where the training calendars are available. The detail As Is will be shared at the time of project starting to the successful bidder for incorporating in the business blueprint
316	9	Annexure #1 Functional Requirement Specifications	PMG/020	Ability to identify resources based on skills, roles (Reqd and available), associate resources to activities using Skill Competance Matrix.	Is it also required to level the resources in the project schedule to ensure that resource demand does not exceed resource availability?	To understand the functional requirement as per BHEL business process and validate our understanding based on global best practices	No
317	9	Annexure #1 Functional Requirement Specifications	PMG/023	Simulate Project Cost based on perceived Project Plan, Resource Plan	Is the simulation to be based on simulation techniques like What if analysis, Monte Carlo-based cost and schedule analytics to estimate schedule uncertainty, fixed-cost uncertainty, variable-cost uncertainty, resource uncertainty etc.?	To understand the complexity & details required in the functionality to well define the solution	Provision to be built in the system as per Best Practices .
318	9	Annexure #1 Functional Requirement Specifications	PMG/025	Ability to track and associate variances at Component, Module and Equipment level or at defined stages in a project	1) Are the components, modules, equipments etc. against which the variance needs to be tracked always defined as WBS elements? 2) Is there a need to track variances at Non-WBS levels as well by grouping the activities on Non-WBS elements based on User requirements	To understand the nature of requirement from the end user perspective	Some examples of variants are: a) resources, b) machineries, c) extra cost to shorten erection cycle etc. 1. No 2. Defined on project basis.
319	10	Annexure #1 Functional Requirement Specifications	PMG/027	Project Structure should be available in Gantt Chart / facility to integrate with MS Project & Primavera. Average number of activities in the master project structure: Approx 15000 activities Project Structure of offered module should have capability to either import data fro existing project networks in MS Project/Primavera or have interface with them. Only then the progress of projects can be monitored.	1) Are all projects to be created and maintained in a single instance? 2) What is the expected number of projects to be created in one database instance?	To understand the database sizing	1. Yes 2. will be intimated to successful bidder
320	10	Annexure #1 Functional Requirement Specifications	PMG/029	Project Structure should be available in PERT Chart	1) Is the PERT Chart required to be configurable by the end users to choose the content and arrangement of the boxes that represent activities in the PERT network? 2) Is it required to show only driving relationships to make the network comprehensible in case of large number of activities and relationships?	To understand the nature of requirement from the end user perspective	1. Yes. 2. User should have option to select.

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321	10	Annexure #1 Functional Requirement Specifications	PMG/030	Activity Schedule in network (graphical) view	1) What are the specifications for the graphical view? 2) Is it required to display more than one activity per row, which condenses the project plan and the chains of activities that drive the project schedule? 3) Is each activity to be represented by multiple bars to provide greater flexibility in displaying information?	To understand the nature of requirement from the end user perspective	1.As per Industry Standards 2. No, one activity one row. 3. One activity may be represented by multiple bars to show status at different stages of project.
322	10	Annexure #1 Functional Requirement Specifications	PMG/034	The system should have a project management module which has the ability to capture the original baseline, and multiple updated baselines vs. actual.	1) What is the maximum number of baselines that can be created throughout the lifecycle of the project? 2) Is the baseline required to be updated at any point of time later on after creation in case of scope changes agreed by customer? 3) Is there a requirement for a project baseline and a user baseline which users can keep on changing to monitor performance whereas the contractual baseline remains static?	To understand the complexity & details required in the functionality to well define the solution	User baseline can change to monitor progress while contractual baseline is always fixed.
323	11	Annexure #1 Functional Requirement Specifications	PMG/049	EIFS (Engineering Information Flow Schedule) of all Units should be available in the System and should be integrated with the project schedule. Completion of Engineering activities depend on the information flow from various BHEL units. Tracking of this information is essential.	Are individual drawings/documents required to be linked to the project activity or project milestone?	To understand the complexity & details required in the functionality to well define the solution	Drawings/documents need to be mapped with milestones.
324	12	Annexure #1 Functional Requirement Specifications	PMG/065	Ability to provide dashboard at different levels to track the project. Dashboards should be available at top management, project manager, Unit/Region Head levels for effective tracking of projects	Are the dashboards required to be self configurable by the end users to display the contents related to their role and related projects?	To understand the nature of requirement from the end user perspective	Dashboards should be role based and for top management/corporate level monitoring should have information on multiple projects
325	12	Annexure #1 Functional Requirement Specifications	PMG/071	Ability to update the project plan with the change in any milestone/ deadline.	Is it required to automatically reschedule the project based on retained logic or as per progress achieved once the project plan is updated?	To understand the complexity & details required in the functionality to well define the solution	Rescheduling is required.
326	12	Annexure #1 Functional Requirement Specifications	PMG/072	Ability so that all stakeholders involved in a project can update the status relevant to them.	Are external stakeholders like design consultants, vendors, contractors required to update the status of work relevant to them in the application?	To understand the nature of requirement from the end user perspective	Yes
327	57	Annexure #1 Functional Requirement Specifications	EC&SaS/339	Ability to generate Erection L3 Schedule (rolling Plan for Site Erection work); Interface with Panning & Monitoring System (Function-10) Erection L3 is generated in parts referring master network maintained by CPMG as per availability of front at site. Further updation at L3 level is done at site.	1) Is Erection L3 schedule required to be automatically generated from the CPMG master network? 2) Is there a linkage between Erection L3 schedule and CPMG master network?	To understand the complexity & details required in the functionality to well define the solution	Automatic generation if possible, will be an added advantage, but the user should have a liberty to add/remove tasks. CPMG Master schedule is almost an L2 schedule for erection. This schedule is the basis for creation of L3 schedule of erection which is further detailed.
328	238	Supply and Installation of Software & Application Licenses	9.6	Business Partners: For access to Business Partners such as Vendors, Customers, etc. for input/output of information through web-based, mobile Portals.	Do you want to build Native / browser / hybrid mobile applications to access the business applications on mobile?	Need to understand the requirement of type of mobile applications desired	Required .
329	TRS	Web Portal	85	Ability to publish and subscribe facility for web content delivery	please explain the use case for web content delivery	Need to understand the requirement	Eg. Training Materials, documents, process walk throughs etc. may require publishing on Web Portal
330	116	Annexure 1 Hardware 112	solution should support load balancing at application layer.	It is recommended that the load balancing be also implemented and required at the database layer.	This will make the architecture consistent across all layers and provide the much required horizontal scalability and optimal use of computing resources.		No change
331	116	Annexure 1 Hardware 111	The application should be natively built And support RISC/ EPIC architecture	Please remove the constraint on RISC/EPIC	To take the advantage of the latest technology innovations the restrictions on hardware should not be imposed and should not be limited to RISC/ EPIC.		No change in the requirement

S. No.	Page No	Section (Name & No.)	Sub Section (Name & No.)	Statement as per Tender Document	Query by bidder	Reason for Query	BHEL Response
332	61	Section 7: Obligations of Bidder – Software Licenses & OEM Services	7.1 Business process standardization and harmonization	Bidder shall deploy team of its own and ERP Product OEM's senior business consultants (ref. section 7.4) to drive the overall business process standardization	Is OEM expected to provide resources for specific purpose or OEM carries any accountability of the Design Phase? We need to understand the working model between SI and OEM?		Refer Section 7 & 8 in totality.
333	61	Section 7: Obligations of Bidder – Software Licenses & OEM Services	7.2 Program Management Office	Owner's experience in ERP implementation indicates that strong project governance is critical to timely and successful completion of the project. Bidder shall ensure ERP Product OEM's participation in the Program Management Office in the following areas, mandatorily: a) Program Manager	We need to understand the working model of the Program and Project Management office. What is OEM's responsibility here if SI is going to lead the Implementation? OEM can extend the review services and SI can do the actual program/ project management.	Program Management is usually done by the implementation bidder.	Implementation Partner is completely responsible for overall delivery and optimum use of OEM manpower to be deployed as per the RFP
334	63	Section 7: Obligations of Bidder – Software Licenses & OEM Services	7.3 Solution Quality Review Services	Quality Review Process will be an integral part of the Project implementation and will focus on the Deliverables and not on the methodology that is being followed for the implementation. It is critical that regular quality checks be performed throughout each phase, as tasks are completed. All issues regarding scope, project environment, and initial technical setup must be addressed. Bidder shall get this Quality Review Process mandatorily done by the ERP Product OEM	Technical Review: 2 Man Days mentioned is expected for per module or per phase. What are the components of technical review expected in the review services from OEM?		Technical review is for minimum 2 man days for the project.
335	64	Section 7: Obligations of Bidder – Software Licenses & OEM Services	7.4 Team Profile & Deployment	Bidder should deploy on-site team of resources from offered ERP Product OEM, specialized & experienced in Implementations of offered ERP product to ensure successful and timely completion of the project. All resources deployed at any stage of the project should be mandatorily certified (offered ERP product OEM certification) for the relevant function/technical module of offered ERP product.	What are the resource plan, composition and structure between SI and OEM?		Refer Section 7 & 8 in totality.
336	65	Section 7: Obligations of Bidder – Software Licenses & OEM Services	7.5 Solution Expert Consulting Services	As part of Solution Expert Consulting Services the ERP Product OEM should appropriately support the Owner by providing Expert Consultants (Domain, Functional & Technical) at appropriate junctures addressing bottlenecks in the solution. The Expert Consulting will primarily be used for, but not limited to, consulting assistance for issue resolution in design and configuration phases. ERP Product OEM is expected to provide at least 500 man-days of expert consulting to ensure support to BHEL during the implementation and transition phase. Such services through expert resources shall be provided on Owner's requisition only and the payments shall be made as per actual no. of expert consulting man-days consumed by the Owner.	Is this consultation/ deliverable part of the OEM Review Services? OEM will provide inputs to SI based on review services for Design as well. What are the technology components / skill sets included in the 500 man day's bucket? What would be the duration of the contract period for 500 days or the consumption period? Oracle does only a 12 month contract.		OEM review services are separate. Refer section 5.8 for further detailing.
337	66	Section 7: Obligations of Bidder – Software Licenses & OEM Services	7.6 Setting up of Certified Competency Centre / Centre of Excellence	The Owner intends to build its own Certified Competency Centre / Centre of Excellence (CoE) comprising of its own manpower resources, in order to retain and build in-house Knowledge base. Bidder shall use ERP Product OEM's methodologies for the same & ERP product OEM shall assist the Bidder to establish the Certified Competency Centre / Centre of Excellence for the entire 'ONE BHEL' solution landscape and should incorporate necessary steps for this in the Project Plan. The Certified Competency Centre / Centre of Excellence will support the live system, provide enhancements and developments, act as a knowledge Centre on best practices, evaluate future technologies, tools, & bolt-on applications. The established Centre of Excellence	We need to understand the OEM deliverable so that this can be quantified and measured.		OEM's methodology needs to be followed for implementing the CoE for future sustenance.
338	73	Section 7: Obligations of Bidder – Software Licenses & OEM Services	8.6 Organization Change Management	For Organization Change Management, the ERP System Implementation Partner (led by ERP Product OEM's Organization Change Manager) shall focus on building awareness in the Owner employees on benefits of 'ONE-BHEL' project, changes (if any) to their current roles and responsibilities, processes, changes in dashboard screens & its solution addressing the employee's concerns and apprehensions w.r.t. implementation of 'ONE-BHEL' Project.	OEM's OCM can provide the Change Management plan as a joint effort with BHEL team. BHEL team will have to execute the change management plan.		No change.

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339			Annexure #18.2	Manpower Price for Solution Expert Consulting by ERP Product OEM	BHEL will have to sign a direct contract on the rate card as per skill sets with the OEM.		No change
340	25 of 127	3.2 Implementation Approach & Strategy		Bidder shall standardize and harmonize the business processes based on standard and global best practices to achieve process standardization across BHEL. The Global Business template should have base standardized processes with unit level variances as approved by the Owner. The Owner expects minimum unit level variances so as to achieve the 'ONE-BHEL' objectives	We assume that a Global template will be designed encompassing BHEL business process aligned to the ERP standard processes in order to avoid any gaps as much as possible, thereby reducing the customizations to the standard ERP. Please validate our understanding is correct .	Impact on effort estimates	Bidder's understanding is correct
341	25 of 127	3.2 Implementation Approach & Strategy		Subsequent to Global business template creation, the Bidder will do the realization called "Common realization" of base standardized processes with all Unit level variances along with the customizations	As per the best practice approach to such large implementation like BHEL, We assume that the Common realization will be the global standardized processes which is common to all the business units of BHEL. The unit level variances should be Tested (including UAT) and deployed during the roll out of the common solution to the respective units. Please confirm whether bidder has the flexibility to tailor the prescribed approach in the tender document	Impact on the schedule and effort estimate	Methodology as per RFP to be followed.
342	Annexure-25	3.3 Implementation Plan		The Owner proposes the below timelines for the 'ONE-BHEL' initiative.	Does BHEL want the bidder to stick to the proposed plan and activities sequencing as per the Tender document or the bidder has the flexibility to propose any alternate schedule with alternate activity sequencing as per the bidder's experience of such large ERP implementations? As per Sec 11.17 BHEL has mentioned that the bidder has to stick to the 36 months delivery period as per Sec 3.3. Does this signify that the entire deployment cannot exceed 36 months to complete from start but it does not mandate that it can be done within a lesser time frame? Please clarify this point clearly.	Impact on the schedule and effort estimate	As per RFP Document
343	124 of 127	11.16 Delivery Period		Delivery period is 36 months as mentioned in Section 3.3 Implementation Plan which has to be complied with	Same as Q 3		As per RFP Document
344	59 of 127	6.1 Responsibilities of the Owner	Point # 5	Provided further that for the purposes of the above obligation, the Bidder shall ensure that such reviews & approvals are sought at least 21 working days prior to its intended utilization so as to allow the Owner adequate time to complete protocols in connection therewith	Can this 21 days be mutually discussed and relooked at for certain critical deliverables that can potentially impact the project schedule and timelines.	Impact on the schedule and effort estimate	No change
345	NA	Generic	Generic	Generic	The implementation and support including post go live support will be carried out from a centralized onsite location and the appropriate business user from different locations or plants would be made available at the central location as and when required as per the project plan . Please validate this assumption ?		Post go-live support will be from central location. BHEL's COE will be in place.
346	90 of 127	9.11 Training		Bidder shall organize the following trainings for the Owner's manpower. Cost towards travel expenses, boarding, lodging etc. for the Owner's personnel shall be borne by the Owner and for Bidder's personnel shall be borne by the Bidder. Such trainings shall be conducted concurrently, if required by owner, at owner's different premises as per pre-approved plan	We assume that the Training sessions can be done at a centralized location with representatives from each unit to be co-located during the training as per the training plan. This will be valid for all BHEL personnel as per the above section in the Tender document, except the End Users. In case of End users, it may be conducted at the regional hubs of BHEL . The end users will be collocated during the training sessions as per the training plan in their respective regional hub. Please confirm the approach.	Impact on the methodology, schedule and effort estimate	Refer Section 9.11 Training in totality. All Types of training and nos. are clearly mentioned.
347	90 of 127	9.11 Training	9.11.1 Owner teams to be trained	The bidder must provide training to the following teams of the Owner - Central Functional Core Team / Central Technical Core Team / Central Project Management Core Team / Unit Functional Team / Unit Technical Team / Unit Power Users / End Users	The different Team specifications from BHEL who need to be trained in the 'ONE-BHEL' solution, given in the Tender document are mentioned below - Central core Team, Unit Functional Team, Unit Technical Team, Power Users, End users. What are the roles of the above teams in the 'ONE-BHEL' Program context and whether any of these teams will be dedicated to the Project throughout the entire duration and will be working jointly with the Implementation consultants? Please clarify how do you perceive the role and responsibilities of the different BHEL teams in context of the 'ONE-BHEL' program?	Impact on Training methodology, manpower estimates , schedule and price	Refer Section 9.11 Training in totality. All Types of training and nos. are clearly mentioned.
348	102 of 127	9.12.3 Realization Phase	9.12.3.5 Integration Testing	• The Bidder should populate sample master data in the system along with the Owner's team. • The Bidder shall undertake the testing of the data conversion and migration to the new system, as part of system integration testing along with the Owner's team	As per our standard implementation methodology we would like to do a complete data conversion of both the Masters and Open transactions as of a cutoff date in context of the pilot deployment site (which is the phase 1 roll out sites in this case) before Integration Testing. Do you feel based on your organizations' internal data availability that this is a feasible option	Impact on the methodology, schedule and effort estimate	To be finalized with successful Bidder.

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349	104 of 127	9.12.4 Final preparation Phase	9.12.4.1 Master Data Conversion and Migration	Data Extraction - This task would be done by the Owner but may include certain manual data entry activities by the Bidder after extraction to comply with ERP format / Testing and Verification - The Bidder is responsible for testing and verifying the accuracy of data which is loaded to ERP	We assume that all data migration verification and validation activities will be done jointly by BHEL core team and the TCS consultants after which BHEL will approve and sign off the data conversion success. Please validate the assumption?	Impact on the methodology, schedule and effort estimate	Activities will be done jointly by BHEL core team and the successful bidder
350	110 of 127	9.12.5 Go-Live and Support Phase	9.12.5.2 Implementation Support	Bidder shall provide post Go-Live Implementation support for a period of two months for all locations at respective locations	As per Sec 3.3 Implementation Plan, after each phase go live , post the implementation support period of 2 months, the sustenance support starts which is 19 months after phase 1 to 3 months after Phase 3. Now as per sec 8.8.2 Post go live support the bidder is required to provide 1 year of production support after sustenance support is over for the entire 'ONE-BHEL' system. Please clarify the difference between sustenance support and Post go live support of 1 year. The bidder has to set up a separate production support team for the sustenance support after phase 1 and this team needs to be augmented as and when each phase goes live. Do we assume that this same team will continue production support for the 1 year period as per Sec 8.8.2.?	Impact on the methodology, schedule and effort estimate	Post go-live commences after entire ONE-BHEL solution has gone live. Bidder to deploy resources for this support as per the RFP requirement.
351	76 of 127	8.8 Support Services	8.8.2 Post Go-Live Support	During Post Go-Live support period of 1(one) year for the 'ONE-BHEL' solution after the completion of sustenance support for Business Intelligence & Dashboards - CORPORATE MIRs or after expiry of 36 months from start of Project, whichever is later, the Bidder shall provide on-site resources at Owner's location	As per Sec 3.3 Implementation Plan, after each phase go live , post the implementation support period of 2 months, the sustenance support starts which is 19 months after phase 1 to 3 months after Phase 3. Now as per sec 8.8.2 Post go live support the bidder is required to provide 1 year of production support after sustenance support is over for the entire 'ONE-BHEL' system. Please clarify the difference between sustenance support and Post go live support of 1 year. The bidder has to set up a separate production support team for the sustenance support after phase 1 and this team needs to be augmented as and when each phase goes live. Do we assume that this same team will continue production support for the 1 year period as per Sec 8.8.2.?		Sustenance support is provided on-site at locations where Go-Live has happened to cater to Unit/Division/Region level support and resolution of issues. Post Go-Live support is after the complete solution has gone live and has to support the integrated ONE-BHEL solution.
352	126 of 127	12.4 Go-Live deferment		The Owner reserves the right to defer the Go-Live for any/ multiple location. In case of such deferments, Owner is not liable to make any further payments for Licenses & Implementation activities and no penalties shall be imposed on the bidder	As per this clause, the bidder has to hold the Implementation team in case of any deferment and restart the program at a later stage. A change of the team will attract the risk of knowledge flight and complex knowledge transition issues, hence to retain the team, there is an impact on the effort and price on the bidders part which need to be appreciated by BHEL. Please comment on the same	Considerable Price impact	No Change. Deferment is only w.r.t. GO-LIVE and subsequent phase activities may be taken up during deferred period.
353	-	Annexure 20 Implementation Cost		The implementation cost should include the cost required to maintain minimum resource compliance requirement from Implementation partner (as specified in Section 8.2.2 Minimum Resource Deployment)	Please clarify this statement. Does this imply that this cost is only for the minimum resources to be deployed as mentioned in the Tender document or the actual cost of total resources as estimated by the implementation partner to deploy the 'ONE-BHEL' solution?	Impact on effort and price estimates	It is the actual cost of total resources as estimated by the implementation partner to deploy the 'ONE-BHEL' solution
354	83 of 127		9.6 Supply & installation of Software & application	The table below gives the requirement of Licenses in case of a non-SAP ERP product.	Can a breakup of the number of users per functional area e.g. MM, Purchasing, Finance be provided ?		BHEL's Licenses types requirement are as per RFP.
355	83 of 127		9.6 Supply & installation of Software & application	The table below gives the requirement of Licenses in case of a non-SAP ERP product.	What is the Year-On-Year user growth % for the next 5-7 years post Go-Live of all sites?		The requirement is for the entire project duration.
356	63 of 127	7.3 Solution Quality Review Services	7.5.7 Hardware/ Infrastructure Sizing	ERP Product OEM shall review the hardware sizing estimate for Primary Site, Business Continuity Site and Remote Disaster Recovery Site prepared by the Implementation Partner	Normally DR site acts as the business continuity site and the primary site acts as the DC. What BHEL means here with a separate business continuity site? Does it mean HA solutions to be built in the same DC? Or does it mean a separate backup (near line DR) site?		Refer Tender Document

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357	NA	Annexure 2	Hardware : Point 111	The application should be natively built based on 64 bit operating system and shall support 64bit CPU architectures (RISC/ EPIC). The Solution design should support load balancing at the application layer. The Solution should include tools / mechanism for System, Database administration, performance measurement and tuning activities along with reporting.	For points 111-113 under Hardware, Does BHEL has any preference for any H/W in relation to architecture, server make & model, processor, speed etc. Or Implementation partner will propose it's own recommendations?		Information will be shared to Successful Bidder
358	79	Annexure 2	Disaster recover : Point 110	Technical requirements for the solution are attached in Annexure #2 Technical Requirement Specification of this tender document and provide technical specifications that have to be met by the <u>Integrated Solution as envisaged by the Bidder</u> .	For points 110 under Disaster recovery, TCS will propose Maximum availability architecture (MAA) for web, application and database tier which will incur additional H/W and license costs. please confirm		H/W for Production Environment is in the Scope of BHEL based on the solution given by <u>successful Bidder</u>
359	86 of 127	9 Scope of Work	9.7 Hardware/Infrastructure Sizing	The successful bidder would be responsible to conduct necessary site visits to prepare bill of material and all specifications for required IT / Non-IT infrastructure and Data Centre (DC) and Disaster Recovery (DR) site after studying the existing hardware inventory across owner's premises for reuse / <u>economical solution, as feasible</u> .	Can BHEL provide any detail schematics/ write-ups on their existing architecture /server specs for different sites comprising SAP, Legacy and miscellaneous other in-house applications & databases		Information will be shared to Successful Bidder
360	99 of 127	9.12 Implementation of 'ONE-BHEL' solution	9.12.2.3 Interface/ Integration with Existing Applications	Work related to fulfilling of any data requirement from SAP-HCM but which is not available in SAP-HCM, but required to achieve 'ONE-BHEL' objectives, is also within the scope of work	As we understand SAP HCM will remain to be the master for all HR data . If any particular data element is required in 'ONE-BHEL' which is not available in SAP HCM then the same would be made available in SAP HCM prior to being accessed by 'ONE-BHEL'. Please validate our understanding . Project Time Booking and Employee competency data.	To understand scope of work for integration with SAP-HCM in the One-BHEL solution for estimation	Bidder needs to carry out work in SAP-HCM also for any requirement of ONE-BHEL.
361	NA	NA	NA	Generic	Please let us know whether the global COA design has already been done, or it will be done as part of the project	This will help us in our effort estimate	Corporate Accounts manual is followed by all units uniformly which <u>serve as COA</u> .
362	111 of 127	9 Scope of Work	9.12.5.4 Help Desk Support	Bidder is required to create and maintain a dedicated onsite Help Desk / hotline that will resolve problems and answer questions that arise from the use of the <u>ERP solution as it is implemented</u>	Do you have any specific on premise tool for Helpdesk management - please let us know.	This will help us in our effort estimate	No such tools are available.
363	NA	Generic	Generic	Generic	We understand that the proposed system will not have any multi-lingual requirements; English will suffice - please confirm.	This will help us in our effort estimate	Refer TRS.
364	NA	Annexure 1 Functional Requirement Specification -> Corporate Finance	Corp Fin/080	Ability to generate consolidated MIR for proposals / manpower (use of Hindi language) for / up to month	We assume that the report labels will be in Hindi and data will be in English. Please confirm. Approximately, how many MIRs will need to be generated in Hindi ?	This will impact our solution components; as well as estimate	Yes. Around 200 MIRs are required. Final number will be decided later
365		MM Tab - Annexure 1 Functional Requirement Specification	Corporate MM - MM/018	The Indents should be available on website with detailed scope of work.	Is the website referred to an internal website - or is it available for general public viewing?	Needed for product fitment analysis	Internal Web Site
366		MM Tab - Annexure 1 Functional Requirement Specification	Corporate MM - MM/040	The terms and conditions from CST should flow directly to the Purchase Order	Does BHEL have a Global Terms and Conditions library or Is developing it a part of BPR phase activity?	To confirm understanding	The typical terms could be - Taxes , ED , Entry tax, terms of payment, delivery conditions etc.
367		MM Tab - Annexure 1 Functional Requirement Specification	Corporate MM - MM/069	System for Work flow of Generation and finalisation of Import items	As we understand you will be needing system to manage workflow for Import process activities starting from generation of PO , dispatch and finally receiving at destination. Please confirm our understanding	Needed for product fitment analysis	System for Generation and Finalisation of Import Items List is for a Project to facilitate for obtaining duty drawback license

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368		MM Tab - Annexure 1 Functional Requirement Specification	Corporate MM - MM/160	Ability to generate Online status of untagged advance manufacturing action(AMAs) along with details of AMAs tagged to customer orders.	Can you please provide brief details about the Advance Manufacturing Action process?	Needed for product fitment analysis / solution design	Information will be shared to Successful Bidder
369		Annexure #4 Overview of Functions Material Management	Quality	RCA, QMER, NCR, NDT etc	Do you perform all these testing in your current transactional system or you have a separate dedicate quality applications? If it is a separate application then how many interfaces with 'ONE-BHEL' should we assume .?	Need Clarification to understand the integration complexity and effort estimation.	Refer FRS for functionality requirements
370		Annexure #4 Overview of Functions Material Management	Finance	Costing	What is the costing method that currently being used by BHEL? Is it same across the business units?	Need Confirmation for some assumptions	Costing is based on Material Consumption , Labour , Overheads . It is same across Units.
371	15 of 127	1.2 Business Processes at BHEL	1.2.1 BHEL Overall Process flow	Delivery Process	How many Warehouses are currently involved in BHEL business? Are all the Warehouses involved in carrying out standard operation such as pick-pack-ship? Does BHEL use any 3PL warehouse?	To clarify scope	1. All Manufacturing Units of BHEL have warehouses in its premises. 2. All warehouses do standard operations. 3. No 3PL warehouses
372	15 of 127	1.2 Business Processes at BHEL	1.2.1 BHEL Overall Process Flow	Release of design documents – The design documents are finally released for manufacturing & procurement by BHEL units, civil and structural works, erection & commissioning and procurement of Balance of Plant (BOP).	For BOP, is maintenance done by BOP provider/package or is it owned by the PEM Division? If it is done by the BOP provider, then, are there any systems for the BOP provider that the proposed solution needs to integrate with?	To clarify scope	It is expected that BoP systems may be integrated with project network.
373	Annexure-25	3 About One BHEL Initiative	3.3 Implementation Plan / Annexure-25: Deployment plan	Implementation Plan	From the implementation plan, it appears that the UAT would be completed in 12 months with the 1st go-live and roll-outs continuing till 36 months. Are the unit-level variances in process expected to be completed within the common phases (12 months). In such a scenario, would it be possible to share how BHEL plans to handle any baseline changes happening in the 12-36 month period (e.g. statutory compliance changes)?	To clarify approach	To be tested centrally and rolled out to all locations.
374	Annexure 1 Functional Requirement Specification	Maintenance	MAINT/002	Ability to send Alert/ Trigger/notification for initiating and closing of request(SMS facility/ mail) should be sent to all stakeholders by the system	Does BHEL already have an SMS gateway that the proposed solution can integrate with?	To clarify scope	BHEL has no SMS gateway
375	Annexure 1 Functional Requirement Specification	Maintenance	MAINT/040	Ability to generate daily consumption report for energy services(like electricity, gas etc)	Are there any systems monitoring the consumption for energy services with which the proposed solution is expected to integrate?	To clarify scope	Standalone systems are available like measurement through energy meters at specified locations.
376	Annexure 1 Functional Requirement Specification	Maintenance	MAINT/011	Ability to generate single tender certificate based on various parameters	Would you please elaborate as to what a tender certificate is? Is this related to the tender document that is required to be generated?	To confirm understanding	Refer Annexure 1 - Maint/011
377	16(Annexures (3 to 30))	Annexure#4 Overview of Functions	Maintenance	HSE - Health, Safety & Environment	Question Rephrased to : Are there any systems for monitoring the health and safety for employees?	To clarify scope	Data is being maintained.
378	Annexure 1 Functional Requirement Specification	Maintenance	MAINT/036	Ability to record calibration results / observations and produce calibration certificates in required formats	Are there any systems recording the calibration results which need to be integrated with the proposed solution?	To clarify scope	Standalone systems are available for recording calibration results which need to be integrated with proposed solution.
379	22 of 127	1.3 IT Landscape of BHEL	1.3.3 Existing Applications	The list of existing ERP & Non ERP software is mentioned in Annexure #3 Existing Software.	We understand that in order to achieve 'ONE-BHEL' objectives the detailed activity plan and multi level scheduling of a project (upto L4) needs to be maintained in the system. Please throw some light how this is being currently done . As per current business process, how are you handling the Project Scheduling activities at a L4 Level (Site Act in part) ? Is physical progress being compared vis-à-vis Actual Financial Progress ? How is this reporting being done to Client	To understand the present project management tool for L3/L4 scheduling at BHEL	Information will be shared to Successful Bidder

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380	Sheet 3 (PMG)	Annexure 1 Functional Requirement	Sheet PMG – PMG/037	Ability to link L2/L3 Schedule with time float indication	As We understand by "Time Float Indication" , Please confirm currently do you use 'total float' 'free float' analysis for the L2 / L3 schedule activities . If yes , please specify what are the tools used for these functionalities.	Need to clarify the assumption, will be helpful for solution mapping further	Corporate
381	Sheet 3 (PMG)	Annexure 1 Functional Requirement	Sheet PMG – PMG/045	Erection and Commissioning of E&C Status of: Award of E&C Contracts Mobilization of contractors at Site Deployments of tools and plans Erection commissioning activities Customer Inputs	Please confirm that for erection commissioning planning whether only time distribution plan and status updates (progress monitoring) and resource planning are required or there is a scope for managing E&C contracts as well.	To understand scope of work for solutioning	Yes
382	26	One BHEL ERP Tender Document.doc	3.2 Implementation Approach & Strategy	The Engineering Systems like AutoCAD, PDMS, Wrench, etc. & certain legacy systems shall remain & be part of the overall landscape & integrated with 'ONE-BHEL' ERP solution, as per specifications contained in this document.	Please let us know the name of internal & external applications along with version & technology that are currently interfaced with your current ERP ? Also specify the number of interfaces are currently being used.	Need for Integration solution	Refer Section 9.12.2.3
383		Annexure 2 Technical Requirement Specifications.xls	Srl No. 9	The Solution shall provide an application architecture which can be integrated with third party / legacy applications using a middleware/ EAI /EDI technology - applications as detailed in the RFP (Integration).	Please specify if any B2B (specifically EDI) integration would exist in the landscape? If yes, specify the kind of EDI messages, number of Partner.	Need for Integration solution	Information will be shared to Successful Bidder
384		Generic	Generic	Generic	Do you need SOA (Service oriented Architecture) based solution for integration?	Need for Integration solution	Refer TRS.
385	18 of 127	1.2 Business processes at BHEL	Sub-contracting	Materials are issued to the vendor based on the Bill of Materials in the PO. If original materials are not available, alternate materials are issued.	Material that lies with the Subcontractor (not yet used) - does it show as Cost or as Asset in BHEL Books ?	To conceptualize the Solution	Material Issued(original or alternate) to Vendor thru SMIV process, should reflect in vendor stock and same needs to be consumed during GR process and material value received in GR should reflect cost of (material input+conversion Cost). This is the cost at which this material is to be issued to the WBS in later stages (of manufacturing at shop or despatchable item to
386	19 of 127	1.2 Business processes at BHEL	Power Sector – Regions and Site Teams	Contractor Billing – Contractor Bills are checked & verified by the Site Engineer & paid by the Site Finance personnel. Customer Billing - Customer billing is also done by Site Finance Personnel.	Is the concept of Back-to-Back Billing being practiced?	To understand the Scope of Work	No. Back to Back billing concept is not followed.
387	Annexure 1	PMG Sheet	PMG/017	Ability to log time for each project on Daily/Weekly Online	Do you have any system for personnel booking time on Projects? Is this available in SAP HR ?	To understand the Scope of Work	Presently , Project level Personnel Time Booking System not available
388	Annexure 1	PMG Sheet	PMG/020	Ability to identify resources based on skills , roles (reqd and available) , associate resources to activities using Skill Competence Matrix	Competence Data - is it being maintained in SAP-HCM or will it be maintained in 'ONE-BHEL' System	To understand the Scope of Work	No
389	Annexure 1	Unit Finance Sheet	FIN/039	Ability to calculate Labor Rates	Does BHEL use 'Standard' Labor Rates or are these derived from Payroll ?	To understand the Scope of Work	Standard Labor rates.
390		Entire Tender Document	All Sections	Abbreviations used through our the document.	A standard glossary to all abbreviations may please be provided.	Required for understanding BHEL & its business processes / units that are in scope.	Specific abbreviations may kindly be asked by Bidder.

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391	107 of 127	9.12.4.2		Cut-Over Data Conversion and Migration	Is the Data sources (transactional & Historic data) for DWH system only from the proposed 'ONE-BHEL' transactional system or also from the system outside 'ONE-BHEL' systems like , SAP HCM , Hospital / Medical system, Knowledge management, Estate Management, Attendance Recording System ,Unit/Corporate Portals etc. ?	Estimation	DWH may need data from external systems/databases
392	105 of 127	9.12.4.1		General	Is there a need for a separate Master Data Management (MDM) application apart from the DWH solution? If yes, will it be done using a separate MDM tool? Does BHEL envisage to utilize MDM for entities other than Suppliers, Products and Customers ?	Design	No
393			General	Ability to access the reports on Mobile Devices (Device Independent).	What is your broad expectation around mobility and what are the business functions to be made available on Mobile platform ?	Design	Refer Annexure #29
394	NA	Annexure # 3		Existing Applications – SAP ERP	Since SAP HCM is not part of the 'ONE-BHEL' scope , does the proposed DWH solution need to cater to HR analytics also ?	Design	HR analytics though out of scope, but ONE-BHEL analytics may need to integrate/interface with SAP-HCM.
395				Generic	Does the owner have any preference regarding the number of instance required during implementation phase or the bidder is flexible to propose instance strategy ?	Estimation	Refer Section 3.2
396				General	Are there any "Single Sign On" product currently in use and what are the application that integrated ?	Design	Single Sign On is In-House Application
397		Annexure 2: Technical Requirements Specifications	Document Management	General question	In what system are the business documents stored currently? Is it necessary to migrate these documents to the target DMS?	This will clarify document migration requirements	Major manufacturing divisions have their own DMS.
398		Annexure 2: Technical Requirements Specifications	Document Management	General question	How many existing documents must be migrated to the target document management system (DMS)	This will clarify document migration requirements	To be shared later with successful bidders.
399		Annexure 2: Technical Requirements Specifications	Document Management	Interface with industry standard PLM and collaboration software.	What collaboration software must be integrated with DMS?	This will clarify the integration requirements with the DMS	To be decided later.
400	83 of 127	ONE BHEL ERP Tender Document	9.6 Supply of ERP Software & Licenses	Business Partners: For access to Business Partners such as Vendors, Customers, etc. for input/output of information through web-based, mobile Portals.	Please list the user categories for the mobile portal. Is it necessary to have both browser based mobile portal as well as native mobile applications?	This will clarify the scope of the mobile solution.	Mobile applications requirement as per Annexure #29. Functionalities as per FRS & Technical solution to be finalized with successful bidder
401	83 of 127	ONE BHEL ERP Tender Document	9.6 Supply of ERP Software & Licenses	Business Partners: For access to Business Partners such as Vendors, Customers, etc. for input/output of information through web-based, mobile Portals.	Please list the business functions to be provided to different categories of users through the mobile browser based portal.	This will clarify the scope of the mobile browser based portal.	Mobile applications requirement as per Annexure #29. Functionalities as per FRS & Technical solution to be finalized with successful bidder
402	83 of 127	ONE BHEL ERP Tender Document	7.2 Supply of ERP Software & Licenses	Business Partners: For access to Business Partners such as Vendors, Customers, etc. for input/output of information through web-based, mobile Portals.	Please list the business functions to be provided to different categories of users through the native mobile applications.	This will clarify the scope of the native mobile applications	Mobile applications requirement as per Annexure #29. Functionalities as per FRS & Technical solution to be finalized with successful bidder
403		Annexure 2: Technical Requirements Specifications	Web Portals	The application should be accessible from Web interfaces enabling the user to operate the system with the help of standard internet-browser.	Who are the different categories of desktop portal users (BHEL staff, vendors, customers, etc.) ?	This will allow us to determine the scope of the portal.	BHEL staff, vendors, customers, etc.
404		Annexure 2: Technical Requirements Specifications	Web Portals	The application should be accessible from Web interfaces enabling the user to operate the system with the help of standard internet-browser.	Please list the business functions available to each category of desktop portal user.	This will allow us to determine the scope of the portal.	BHEL staff, vendors, customers, etc. Multiple functions.
405		Annexure 2: Technical Requirements Specifications	Web Portals	Does the portal allow multiple portlets to be displayed	Could you please describe the portlets which must be displayed on the portal.	This will allow us the determine the need for a separate portal platform and how it should be designed.	To be finalized during implementation.

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406		Annexure 2: Technical Requirements Specifications	Web Portals	Does the solution provide a tool for content management.	Please describe the business need for content management in this context.	This will allow us to determine the need for a separate portal platform and how it should be designed.	Bidder to propose optimum solution & licenses based on Owner's requirement mentioned in FRS & TRS.
407		Annexure 2: Technical Requirements Specifications	Mobility	The solution should support mobile application development and deployment for enterprise mobility.	Taking market penetration into consideration, the mobile applications will be provided on the Android platform only. Please confirm.	This will clarify the scope of the native mobile applications	Mobility applications should be platform independent .
408	101 of 127	ONE BHEL ERP Tender Document	9.2.12.6	9.12.2.6 Central Core Team Certification Trainings	The Bidder shall provide certificate training to Owner's Central Core team	Please describe what is meant by "certificate" training - what certificate is meant here?	Refer Section 9.11 Training in totality. All Types of training and nos. are clearly mentioned
409		Annexure 2: Technical Requirements Specifications	Document Management	General question	Is it necessary to scan and index paper documents for uploading to the DMS?	This will clarify the need for a document scanning and indexing solution.	Mostly it will be necessary.
410	101 of 127	9.12.2.5	Development Environment	The Bidder shall establish the environment (hardware & associated software) for experimenting Owner's processes.	Who will provide the development server for the project ? Bidder or Owner.		Bidder
411		ONE BHEL ERP Tender Document	Generic - Sizing	Generic - Sizing	Please specify modulewise total number of named users?		Information will be shared to Successful Bidder
412		ONE BHEL ERP Tender Document	Generic - Sizing	Generic - Sizing	Concurrency % to be assumed for Sizing.		Information will be shared to Successful Bidder
413		ONE BHEL ERP Tender Document	Generic - Sizing	Generic - Sizing	Please specify percentage breakup of Light(self Service),Medium(Form) and Heavy(Batch Job) concurrent users.		Information will be shared to Successful Bidder
414		ONE BHEL ERP Tender Document	Generic - Sizing	Generic - Sizing	what is the initial amount of approx. data volume that will be migrated to new system and approx data volume growth ?		Information will be shared to Successful Bidder
415		ONE BHEL ERP Tender Document	Generic - Sizing	Generic - Sizing	% growth rate of employees / users to be assumed for sizing		Information will be shared to Successful Bidder
416		ONE BHEL ERP Tender Document	Generic - Sizing	Generic - Sizing	Any performance parameters for critical transactions e.g response time etc. ?		Information will be shared to Successful Bidder
417		ONE BHEL ERP Tender Document	Generic - Sizing	Generic - Sizing	Will high availability will need to be factored in by bidder in its solution architecture ?		Information will be shared to Successful Bidder
418		ONE BHEL ERP Tender Document	Generic - Sizing	Generic - Sizing	Will the sizing need to be Intel x86 architecture based or RISC based ?		Information will be shared to Successful Bidder
419		ONE BHEL ERP Tender Document	Generic - Sizing	Generic - Sizing	Will datacentre setup be part of the scope of work of bidder ?		Information will be shared to Successful Bidder
420		ONE BHEL ERP Tender Document	Generic - Sizing	Generic - Sizing	Please specify preferred level of disk protection for data volumes on the production database server. • RAID-(0+1) • RAID-5		Information will be shared to Successful Bidder
421		ONE BHEL ERP Tender Document	Generic - Sizing	Generic - Sizing	What is the expected level of performance requirement from the DR setup (as a percentage of the production) in case of diasater? (default 50% of production) <u>What is the Recovery Time Objective (RTO) and Recovery Point Objective (RPO)?</u>		Information will be shared to Successful Bidder
422		ONE BHEL ERP Tender Document	Generic - Sizing	Generic - Sizing	How batch-processing will be handled? Default: Batch processing scheduled during off peak hours.		Information will be shared to Successful Bidder
423	101 of 127	ONE BHEL ERP Tender Document	9.12.2.3 Interface/Integration with Existing Applications	3. Unit/Corporate Portals	Does BHEL have any existing corporation wide internet and intranet portal which they wish to extend to accommodate the new ONE-BHEL internet/intranet portal requirements. If so, please describe the portal platform/technology used to build the existing corporation wide - internet, and - extranet		Unit level Intranets on Sharepoint and Opensource platforms are available.

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424	82 of 127	ONE BHEL ERP Tender Document	9.5 Geographical Scope	37. BHPV, Vishakhapatnam	This was a separate company earlier before being taken over by BHEL. Is this still a separate legal entity / subsidiary of BHEL ? How many plants / office locations (apart from Vizag) does BHPV have in India ?		Incorrect reference by Bidder. Refer Geographical scope - HPVP, Vishakhapatnam is now a BHEL unit.
425	35	4 Instructions to Bidders	4.7 Bid Price	"..acquisition of all permits, approvals and licenses..."	What type of permits or approvals will be required? Can these be listed out?	Licenses from Bidder are known but not any other approvals or permits.	Bid price should be all inclusive.
426	40	5.4 Prequalification Criteria	5.4.1 (1) ERP Product Vendor	Indian Annual Turnover Financial	Is it for licenses or services or both?	Since the clause is referring to vendor.	Refer Corrigendum. This is applicable for ERP Product OEM.
427	46	5.4 Prequalification Criteria	5.4.1 (9) Technical	".. incorporating future changes therein.."	What is the limitation for future time period – one year or throughout support period or..?	Generic condition that would extend beyond typical support scope or make it unlimited.	This is applicable for ERP Product OEM. Self-certificate from authorized signatory to be provided stating how the product will
428	48	5.4 Prequalification Criteria	5.4.2 (2) Implementation Partner	".. Annual turnover of 100 crores per year..."	ERP implementation business – is it for Indian operations or Indian customers or both?	Clarification for implementation turnover criteria	It is for both.
429	49	5.4.2 Implementation Partner	Global Implementation Experience	Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date). AND Self-certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above. Annexure # 15 Citations duly filled in with the required details.	Request you to make date of implementation as optional in customer letter	Prequalification	Refer corrigendum
430	49	5.4.2 Implementation Partner	Implementation of ERP Functions	The Implementation Partner must have implemented each of the following function in not more than three (3) implementations considered together for the offered ERP product : Sales, Marketing & Dispatch, Project Management, Material Management, Production Management, Financial Management & costing, Engineering, Quality & Plant Maintenance.	Request you to specify which all modules you are looking under Engineering category	Prequalification	Incl. Engineering BOM, Document Mgmt.
431	49	5.4.2 Implementation Partner	Implementation of ERP Functions	Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date). AND Self-certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above. Annexure # 15 Citations duly filled in with the required details.	Request you to make date of implementation as optional in customer letter	Prequalification	Refer corrigendum
432	50	5.4.2 Implementation Partner	Implementation in Engineering & Manufacturing industry	The Implementation Partner must have Implemented offered ERP product in at least 1 company in Engineering & Manufacturing sector with at least 500 licenses.	Request to change the criteria to "The Implementation Partner must have implemented offered ERP product in at least 1 company in Engineering or Manufacturing sector with at least 500 licenses.	Prequalification	No Change

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433	50	5.4.2 Implementation Partner	Implementation in Engineering & Manufacturing industry	Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date). AND Self-certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above. Annexure # 15 Citations duly filled in with the required details.	Request you to make date of implementation as optional in customer letter	Prequalification	Refer corrigendum
434	50	5.4.2 Implementation Partner	Implementation in Engineering, Procurement, Installation & commissioning Sector	The Implementation Partner must have implemented the offered ERP product in at least 1 company in Engineering, Procurement, Installation & commissioning Sector with atleast 500 license in each installation.	Request you to specify which all modules you are looking under Engineering category	Prequalification	Incl. Engineering BOM, Document Mgmt.
435	50	5.4.2 Implementation Partner	Implementation in Engineering, Procurement, Installation & commissioning Sector	Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date). AND Self-certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above. Annexure # 15 Citations duly filled in with the required details.	Request you to make date of implementation as optional in customer letter	Prequalification	Refer corrigendum
436	51	5.4.2 Implementation Partner	Current implementation experience	Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of	Request you to make date of implementation as optional in customer letter	Prequalification	Refer corrigendum
437	51	5.4.2 Implementation Partner	Indian Government / Indian PSU experience	The Implementation Partner in the last financial year must have revenue of more than INR 50 Crores from software business with the Indian Government / Indian PSU.	Can it be contract value or revenue per year?	Clarification for revenue criteria	Refer corrigendum
438	51	5.4.2 Implementation Partner	Indian Government / Indian PSU experience	Audited financial statements for the last three financial years. OR Statutory auditor's certificate for the last three financial years.	Request to change the criteria to 'Audited financial statements for the last three financial years. OR Statutory auditor's certificate for the last three financial years. OR Self-certification from authorized signatory for the last three financial years. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company.'	Prequalification	Refer corrigendum
439	52	5.4.2 Implementation Partner	Large implementation Experience	The Implementation Partner must have executed at least 1 offered ERP product Implementation project in India with at least 1000 licenses.	Request to consider India roll out case study as a part of global implementation	Prequalification	No change

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440	52	5.4.2 Implementation Partner	Large implementation Experience	The Implementation Partner must have executed at least 1 offered ERP product Implementation project in India with at least 1000 licenses.	Can it be over all user base rather than licenses?	Clarification for revenue criteria	No change
441	52	5.4.2 Implementation Partner	Large implementation Experience	Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date). AND Self-certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above. Annexure # 15 Citations duly filled in with the required details.	Request you to make date of implementation as optional in customer letter	Prequalification	Refer corrigendum
442	52	5.4.2 Implementation Partner	Multi location Implementation Experience	Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date). AND Self-certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above. Annexure # 15 Citations duly filled in with the required details.	Request you to make date of implementation as optional in customer letter	Prequalification	Refer corrigendum
443	53	5.4.2 Implementation Partner	Project Value	(a) Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work Undertaken by bidder & date of implementation (Completion date). AND (b) Copy of Purchase/Work Orders of contract quoted above OR Statutory auditor's certificate verifying values of contracts quoted	Request you to make date of implementation as optional in customer letter	Prequalification	Refer corrigendum
444	53	5.4 Prequalification Criteria	5.4.2 Experience (11)	The Implementation Partner must have implemented offered ERP product during the last 8 years' worth: At least 3 jobs with each worth over INR 25 Crores Or At least 2 jobs with each worth INR 30 Crores Or At least 1 job worth INR 60 Crores Reference date shall be 31st March 2015	Can it include projects under progress?	Clarification for revenue criteria	Not accepted
445	54	5.4 Prequalification Criteria	5.4.2 Experience (15)	The Implementation Partner must have at least 300 full time consultants of the offered ERP product on its current payroll in India with experience on implementation of all the major modules out of which at least 50 consultants must be certified on by offered ERP product.	Will it be specific to modules and roles or include other certifying organizations other than OEM?	Clarification for certification criteria	Only OEM certifications

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446	55	5.5 Evaluation Process	5.5.1 Step 1	"..demonstration of POC.."	Will it include 3 rd Party software and any specific BHEL unit?	Clarification for known PoC scope	PoC to be a representative of Owner's critical Business process and may need 3rd party software also.
447	60	6 Roles & Responsibilities	6.1 Responsibilities of the Owner (5)	".. at least 21 working days.."	Is this time line applicable to all reviews and approvals since there may not be time available in most cases.	Some deliverables may not need or have adequate time available especially in case of re-work.	Applicable for all reviews
448	64	7 Obligations of Bidder – Software Licenses & OEM Services	7.3.7 Hardware/ Infrastructure Sizing	"..bandwidth requirements.."	Will be based on average or peak volume or user activity and any projected growth volume provided by BHEL?	Clarification for bandwidth calculation and what input will be available	Detailing to be done with the successful bidder.
449	64	7.4 Team Profile & Deployment	7.4.1 Team Profile	"..All resources... mandatorily certified.."	Is this applicable to the whole team or a part of the team deployed.	Team profile may not have all certified resources.	No Change. Kindly go through the section in totality.
450	65	7.4 Team Profile & Deployment	7.4.2 Minimum Resource Deployment	"At no point in time.... minimum numbers specified below..."	Does it mean resource availability at any specific location? Will location change mid-way?	Clarification about minimum resource deployment	No Change. Kindly go through the section in totality.
451	76	8.8 Support Services	8.8.1 Project Implementation & Sustenance Support	"..provide and apply free upgrade... migration from one hardware platform to another..."	What is the criteria for deciding the upgrade and migration activity?	Efforts required for these activities could be too large to accommodate.	Initial Development and Quality hardware to be provided by Bidder which will need migration to Owner's hardware once available at later stage. Hardware migration may be required if Owner refreshes the hardware during the project period.
452	22/127	2-Integrated solution:		Integrated Solution: Shall mean, ERP Product / Software as specified above, Bolt-on / Addon solutions, third party applications and any other tools, accessories and services required for the fulfilment of the intent of the contract.	Integrated Solution: Shall mean, ERP Product / Software as specified above, Bolt-on / Addon solutions, third party applications and any other tools, accessories and services as are contracted.	Integrated Solution shall be as mutually agreed and frozen. Words such as "as per the intent of Contract" may lead to different interpretations between the parties. Hence need to be modified.	No change
453	23/127	2-Approved		Approved: Shall mean approved in writing by authorized Officer of the Owner. No review, consent, approval or acknowledgement by the Owner shall relieve the Bidder from any liability or obligation under the Contract.	Approved: Shall mean approved in writing by authorized Officer of the Owner.	There shall be finality to the acceptance and connected consequences.	No change
454	23/127	2-Month / Week:		Month / Week: The Month shall mean calendar month & Week shall mean calendar week.	Month / Week: The Month shall mean calendar month & Week shall mean calendar week. And the working days of a week shall be Monday through Friday except any day of the week which is declared as public holiday.	This definition need to include the working days of the week day and shall exclude the holidays.	No change

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455	23/127	2-Penalties:		Penalties: Shall mean, the imposition of pecuniary liability against unfulfilled/incomplete Works and/or milestones calculated on the basis of prescribed milestones in Section 9 herein If the Bidder fails to achieve Substantial Completion of the Work on or before the due date, the Bidder shall pay the Owner penalties as set out in the Contract for each day or part of a day that Substantial Completion is delayed beyond the required date up to the maximum prescribed under Annexure #22 hereunder or such other limit as may have been stated in the Contract. Unless stated otherwise in the Contract if a certificate of Substantial Completion has been issued for part of the Work on or before the Substantial Completion Date, the penalties payable shall be reduced in the proportion which the value of such part of the Work bears to the value of the whole of the Work.	Penalties: Shall mean, the imposition of pecuniary liability against unfulfilled/incomplete Works and/or milestones calculated on the basis of prescribed milestones in Section 9 herein If the Bidder fails to achieve Substantial Completion of the Work on or before the due date for the reasons directly attributable to Bidder and are not contributed by acts or omissions of Owner, then the Bidder shall pay the Owner penalties as set out in the Contract for each day or part of a day that Substantial Completion is delayed beyond the required date up to the maximum prescribed under Annexure #22 hereunder or such other limit as may have been stated in the Contract. Unless stated otherwise in the Contract if a certificate of Substantial Completion has been issued for part of the Work on or before the Substantial Completion Date, the penalties payable shall be reduced in the proportion which the value of such part of the Work bears to the value of the whole of the Work.	Penalties shall be imposed if the causative factors for the unfulfilled/incomplete works is directly attributable to the Bidder.	No change
456	23/127	2-Breaches:		Breaches: Shall mean inter alia and include a failure of performance under the contract, whether or not penalties are attracted/applicable for the violation of terms and conditions contained herein, non-adherence of instructions and prescribed compliances, non-performance or unsatisfactory performance of obligations in the opinion of the Owner, non-adherence to laws and regulations, and shall include within its purview, a failure to ensure satisfactory performance parameters of the 'ONE- BHEL' initiative as defined hereunder which is significant enough to give the Owner the right to sue in a manner so as to place itself in the position they would be in if not for the breach committed.	Breaches: Shall mean inter alia and include a failure of performance under the contract for the reasons directly attributable to Bidder and are not contributed by acts or omissions of Owner or not due to reasons of Force Majeure , whether or not penalties are attracted/applicable for the violation of terms and conditions contained herein, non-adherence of mutually agreed instructions and prescribed compliances, , non-adherence to laws and regulations, and shall include within its purview, a failure to ensure the mutually agreed parameters of the 'ONE- BHEL' initiative as defined hereunder which is significant enough to give the Owner the right to sue in	1. Bidder shall be held liable for breaches if the causative factors for such breaches are directly attributable to the Bidder. 2. Performance of the Bidder shall be judged basing on the mutually agreed terms. 3. the words "in the opinion of Owner" and "Satisfactory" are very broad in meaning and may lead to different interpretations of the Parties as to the assessment or judgement of the performance and hence need to be deleted. 4. Performance or non-performance need to be judged or assessed with regard to the mutually agreed specifications of the deliverables and as per the proposal made by the	No change
457	23/127	2-Work:		Work: Shall mean all work to be carried out and all services rendered by the Bidder including all temporary work, design, procurement and installation work to be performed by the Bidder for and in connection with the permanent and temporary works, and all other work and services to be carried out by the Bidder under the Contract.	Work: Shall mean all mutually agreed work to be carried out and all services rendered by the Bidder including all temporary work, design, procurement and installation work to be performed by the Bidder for and in connection with the permanent and temporary works, and all other mutually agreed work and services to be carried out by the Bidder under the Contract.	The words "all work" is very wide in its interpretation by the Parties and hence need to be read as "mutually agreed work" for clarity and good order.	No change
458	24/135	2-Instruction:		Instruction: Shall mean communication issued by the Owner in accordance for purposes herein including but not limited to requiring the Bidder to add to, omit from, alter, cancel or delete all or part of the Work.	Instruction: Shall mean communication issued by the Owner in accordance with mutual agreement of the parties herein including but not limited to requiring the Bidder to add to, omit from, alter, cancel or delete all or part of the Work and if implementation of such mutually agreed instruction(s) require incurring of any extra effort (or) expenditure by the Bidder then the cost escalation shall be followed as per the clause of Change Management Procedure and also for the extension of appropriate delivery schedules.	1. the word "for purposes herein" of contract is very wide in its interpretation by the parties and need to be interpreted that "mutually agreed" work for clarity and good order	No change
459	24/127	2-Associated Companies & Affiliates		Associated Companies & Affiliates: Shall mean the ultimate holding Owner of any Owner Affiliates and the subsidiaries in any tier in the chain thereof with such ultimate holding companies where the immediate parent Owner has a controlling or greater than 50% of the Bidder interest in the subsidiary.	Associated Companies & Affiliates: Shall mean the ultimate holding Owner of any Owner Affiliates and the subsidiaries in any tier in the chain thereof with such ultimate holding companies where the immediate parent Owner has a controlling or greater than 50% of the Owner interest in the subsidiary.	The word "Bidder" need to be replaced with "Owner" for purposes of this definition.	"Owner" refers to Company Owner here and not BHEL.

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460	25/135	2-Completion:		Completion: Shall mean that the whole of the Work has been completed in accordance with the requirements of the Contract, when so certified by the Owner, with no exceptions or outstanding items. The date of issue of the Completion certificate shall be the date on which the Bidder is deemed to have achieved Completion.	Completion: Shall mean that the whole of the Work has been completed in accordance with the requirements of the Contract, when so certified by the Owner (or) as shall be deemed accepted pursuant to the Deemed acceptance provision, with no other exceptions or outstanding items other than as mutually agreed by the parties herein . The date of issue of the Completion certificate (or) as per the procedure prescribed under the Deemed Acceptance provision provided hereunder. shall be the date on which the Bidder is deemed to have achieved Completion A Work shall be treated as deemed accepted by Owner if the Owner (a) fails to provide the list of Non Conformities within the review and acceptance Period, (b) fails to notify the acceptance of the Work in terms of this clause within the period agreed for the same, or (c) starts using the Work or deliverable in a live production environment (or) puts it to use for commercial utilization.	1. For fixed price and milestone based payment contract, it is necessary that deemed acceptance of deliverables is addressed so that progressing to next milestone is not hindered for want of timely acceptance formalities.	No change
461	24/127	2-Final Completion:		Final Completion: Shall mean that the end of Warranty Period, including any extension thereof, has expired, when so certified by the Owner.	* Final Completion: Shall mean that the end of Warranty Period, including any extension thereof, has expired, when so certified by the Owner (or) as prescribed under the Deemed Acceptance clause.	It is necessary to include deemed acceptance provision in this definition when payments or completion of project is linked to the acceptance of the deliverable, for timely compliance of the respective responsibilities by the Parties under the Contract.	No change
462	24/127	2-Confidential Information		Confidential Information: Shall mean all knowledge, data or information acquired by the Bidder from, or disclosed to the Bidder by, the Owner, or on behalf of the Owner, in connection with the Work in writing, drawings, magnetic tapes, computer programs or in any other way, as well as all data derived there-from, to the extent that such knowledge, data or information at the time of such acquisition or disclosure is not either already in the unrestricted possession of the Bidder or part of public knowledge or literature.	Confidential Information: Shall mean all knowledge, data or information marked as confidential or marked with such other similar legend and is disclosed to the Bidder by, the Owner, or on behalf of the Owner, in connection with the Work in writing, drawings, magnetic tapes, computer programs or in any other way, as well as all data derived there-from, to the extent that such knowledge, data or information at the time of such acquisition or disclosure is not either already in the unrestricted possession of the Bidder or part of public knowledge or literature or independently developed by the Bidder without reference to information of the Owner or disclosed to the Bidder by a third party without an obligation of confidentiality or previously known to the receiving party at the time of disclosure or required to be disclosed by the receiving party by law, regulation, court order or other legal process. Further, any oral disclosure that is to be considered as Confidential Information shall be identified as Confidential while it is disclosed and shall be reduced into writing and be communicated to the recipient as Confidential Information within seven (7) days of such disclosure. "Confidential Information", with regard to the information of Bidder, should at least include all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data, trade secrets, financial information, technical information or information which by its nature is confidential. The confidentiality obligations shall survive for a period of three (3) years from the date termination or expiry of the Contract.	1. Confidential information need to be marked as such while it is disclosed. 2. Standard exception to the confidentiality obligations need to be included. 3. Confidential information of the Bidder also need to be protected. 4. There need to limitation of time period to maintain the confidentiality obligation.	No change
463	24/127	2-Commencement Date		Commencement Date: Shall mean the date stipulated in the Contract on which the Bidder shall commence executing the Work. If no date has been stipulated in the Contract, the Commencement Date shall be the Effective Date.	Commencement Date: Shall mean the date stipulated in the Contract on which the Bidder shall commence executing the Work or such other mutually agreed date. If no date has been stipulated in the Contract, the Commencement Date shall be the mutually agreed Date.	1. "Effective Date" is not defined in the RFP definitions.	Refer Section 11.9

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464	36/127	4.9-Earnest Money Deposit (EMD)		<p>4.9 Earnest Money Deposit (EMD) One time EMD of INR 2,00,000 (INR Two Lakh Only) is to be submitted by each bidder in the form of Pay order or Demand draft in favour of 'Bharat Heavy Electricals Limited' and be payable in Hyderabad. EMD may be forfeited under following conditions:</p> <p>a. After opening of bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates. b. Non-faithful performance, including but not limited to delayed and inadequate response, in the opinion of the Owner in the bidding process until order is placed. c. The Bidder not abiding by Section 5.7 w.r.t to failure to accept the issued PO within a maximum of 7 Calendar days along with the submission of Security Deposit. EMD of the successful bidder may be converted and adjusted against the Security Deposit (refer section 4.11).EMD will only be refunded upon presentation of a valid bank guarantee to the Owner by the Successful Bidder and receipt of balance security. EMD given by all unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by the successful bidder on production of Original Cash receipt along with claim. EMD shall not carry any interest. In case of any delay in refund due to any reason, Owner shall not pay any interest on delayed refund. EMD shall remain valid up to 90 days from the actual date of</p>	<p>4.9 Earnest Money Deposit (EMD) One time EMD of INR 2,00,000 (INR Two Lakh Only) is to be submitted by each bidder in the form of Pay order or Demand draft in favour of 'Bharat Heavy Electricals Limited' and be payable in Hyderabad.</p> <p>EMD may be forfeited under following conditions: a. After opening of bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates. c. The Bidder not abiding by Section 5.7 w.r.t to failure to accept the mutually agreed terms and conditions of PO within a maximum of 7 Calendar days or such mutually agreed days along with the submission of Security Deposit. EMD of the successful bidder may be converted and adjusted against the Security Deposit (refer section 4.11). EMD will only be refunded upon presentation of a valid bank guarantee to the Owner by the Successful Bidder and receipt of balance security. EMD given by all unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by the successful bidder on production of Original Cash receipt along with claim. EMD shall not carry any interest except In case of any delay in refund due to any reason, Owner shall pay interest on delayed refund at the rate imposed by SBI on commercial loans. EMD shall remain valid up to 90 days from the actual date of opening of Techno-Commercial / Unpriced Bids.</p>	<p>1. The statements deleted are not the standard clauses of EMD followed in the industry. 2. PO issued by Owner shall not contain any terms and conditions that are not agreed or accepted by the Bidder. 3. Security deposit asked in the RFP is for 48 months duration whereas the project implementation gets over in 36 months and there is 12 month's post go live support. Hence the duration of security deposit be limited to 36 months. Only in case the 12 months post go live support charges are paid in the beginning of the period, an EMD of suitable amount be asked for.</p>	Refer corrigendum
465	37/127	4.11-security deposit		<p>Acceptance of security deposit against serial 4.11-iv and 4.11-v will be subject to hypothecation or endorsement on the documents in favour of the Owner. However, Owner will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected there with. Security deposit shall not be refunded to the Successful bidder except in accordance with the terms of the Contract i.e. upon successful completion of the Contract. • EMD of the successful bidder may be converted and adjusted against the Security Deposit. • The security deposit shall not carry any interest. • The Owner reserves the right to forfeit the Security Deposit under following circumstances: a. In the event that the successful Bidder fails to sign the Final Contract Agreement within a maximum of 15 calendar days from the date of issue of draft agreement.</p>	<p>Acceptance of security deposit against serial 4.11-iv and 4.11-v will be subject to hypothecation or endorsement on the documents in favour of the Owner. However, Owner will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected there with. Security deposit shall not be refunded to the Successful bidder except in accordance with the terms of the Contract . • EMD of the successful bidder may be converted and adjusted against the Security Deposit. • The security deposit shall not carry any interest unless there is delay in refund of the security deposit to the Bidder . • The Owner reserves the right to forfeit the Security Deposit under following circumstances: a. In the event that the successful Bidder fails to sign the mutually agreed Final Contract Agreement within a maximum of 15 calendar days from the date of issue of draft agreement or in such mutually agreed time period.</p>	<p>1. The deleted words are ambiguous. 2. Owner need to pay the interest on the Delayed payment of security deposit. 3. Bidder is a public limited company and Bidder has to account for its investment or application of funds.</p>	Refer corrigendum

S. No.	Page No	Section (Name & No.)	Sub Section (Name & No.)	Statement as per Tender Document	Query by bidder	Reason for Query	BHEL Response
466	39/127	4.11-Security Deposit		The Bidder shall forfeit the Security Deposit under following circumstances: a. In the event that the successful Bidder fails to sign the Final Contract Agreement within a maximum of 15 calendar days from the date of issue of draft agreement.	The Bidder shall forfeit the Security Deposit under following circumstances: a. In the event that the successful Bidder fails to sign the mutually agreed Final Contract Agreement within a maximum of 15 calendar days or such mutually agreed time period from the date of issue of draft agreement. b. Non-performance of any scope of Contract entered into with the Owner for the reasons directly attributable to the Bidder and not contributed by the Owner by its acts or omissions till commencement of Post Go-Live Support (section 8.8.2) period, duly certified by the Owner. c. Non-provision of support services for the reasons directly attributable to the Bidder and not contributed by the Owner by its acts or omissions during Post Go-Live Support (section 8.8.2) period (ref. section 8.8). d. Non-rectification of problems for the reasons directly attributable to the Bidder and not contributed by the Owner by its acts or omissions arising during Post Go-Live Support (section 8.8.2) period (ref. section 8.8).	1. Mutually agreed Contract Agreement shall be the deciding factor. 2. causative factors for events mentioned in sub-clauses (b,c,d) should have been directly attributable to the Bidder and not contributed by the Owner.	Refer corrigendum
467	38/127	4.12Interest Liability		In case of any delay in payment due to any reason, Owner shall not pay any interest on delayed payment.	4.13 Interest Liability In case of any delay in payment due to any reason, Owner shall pay interest on delayed payment with an interest of 2% per month for every month of default, from Owner calculated from the date the payment became due until it is realised in full with interest.	1. Intent for inclusion of Late payments clause is to ensure timely compliance of its payment obligation by Client. 2. There is no other non-litigation mechanism prescribed under the contract to ensure timely payments by the Client to redress the grievance of the Bidder in case of late payments or delay in payments by Client.	No change in clause
468	38/127	4.13-Duty of Due Diligence:		For the purposes of the procurement and execution of this Contract, the Bidder does hereby accept, covenant and acknowledge its duty at all times to ensure the highest degree of care and competence in execution of the Contracts in question and hereby acknowledges its inherent duty of due diligence in all its acts/commissions and/or omissions at all times. For the purposes of this provision, such duty of due diligence shall continue and extend jointly and severally amongst its consortium partners. Wilful Negligence: For the purposes of this clause, wilful negligence shall be defined as any act/omission necessary for the completion of the objectives of the works which has been known to the bidder/ Implementer by virtue of his proficiency in this field but has been omitted/committed by his negligence with an intention to deceive and/or cause hindrance to the smooth functioning of the objectives herein. Wilful negligence and negligence in general, arising out of the Bidder's obligation of due diligence towards the Owner shall amount to a breach under this contract, the difference between the two being only that while the former shall attract penalties as defined in Annexure #22 Penalty of the contract, the latter shall amount to a breach under tort not necessarily attracting consequential damages.	Duty of Due Diligence: Wilful Negligence: For the purposes of this clause, wilful negligence shall be defined as any act/omission necessary for the completion of the objectives of the works which have been contracted under this Contract with the bidder/ Implementer but has been omitted/committed by his negligence with an intention to deceive and/or cause hindrance to the smooth functioning of the objectives herein which has resulted in the direct damage to the Owner. Wilful negligence and negligence in general, arising out of the Bidder's obligation of due diligence towards the Owner shall amount to a breach under this contract, the difference between the two being only that while the former shall attract penalties as defined in Annexure #22 Penalty of the contract, the latter shall amount to a breach under tort not necessarily attracting consequential damages.	Bidder's performance shall be weighed with respect to the work contracted between the parties.	No change

S. No.	Page No	Section (Name & No.)	Sub Section (Name & No.)	Statement as per Tender Document	Query by bidder	Reason for Query	BHEL Response
469	57/127	5.7-signing of contract		<p>After the notification of award, the Owner will issue Purchase Order (PO). Within 15 (fifteen) Days from the date of issuance of PO, the Bidder shall submit:</p> <p>a) Signed copy (in two originals) of Owner's issued Purchase Order as an acceptance of the PO.</p> <p>b) Security Deposit (SD).</p> <p>Thereafter, the Owner shall issue the draft contract agreement within 30 days of acceptance of Purchase Order along with submission of SD by the Bidder. The Contract agreement between the Owner & Bidder shall be signed in the next 15 days from the date of issue of the Contract.</p> <p>** Bidder shall furnish the details regarding Address, Tax details, Bank details etc. on which Purchase Orders shall be placed.</p> <p>Bill to party is BHEL Hyderabad. Bidder billing from Andhra Pradesh (AP) can quote with VAT (AP TIN) and those billing from states other than AP can quote with CST (without AP TIN).</p> <p>Input credit is available for AP VAT.</p>	<p>After the notification of award, the Owner will issue Purchase Order (PO) which does not contain any legal terms and conditions of Contract (or) which contains the mutually agreed legal terms and conditions of the Contract. Within 15 (fifteen) Days from the date of issuance of PO or in such mutually agreed time period, the Bidder shall submit:</p> <p>a) Signed copy (in two originals) of Owner's issued Purchase Order as an acceptance of the PO or propose such revisions to it for discussion and consideration by both parties.</p> <p>b) Security Deposit (SD).</p> <p>Thereafter, the Owner shall issue the draft contract agreement within 30 days of acceptance of Purchase Order along with submission of SD by the Bidder. The Contract agreement between the Owner & Bidder shall be signed in the next 15 days or such mutually agreed time period from the date of issue of the Contract. Or to propose the revisions to it for discussion and consideration between the parties.</p> <p>** Bidder shall furnish the details regarding Address, Tax details, Bank details etc. on which Purchase Orders shall be placed.</p> <p>Bill to party is BHEL Hyderabad. Bidder billing from Andhra Pradesh (AP) can quote with VAT (AP TIN) and those billing from states other than AP can quote with CST (without AP TIN).</p> <p>Input credit is available for AP VAT.</p>	<p>1. PO issued should not contain any new or additional terms and conditions other than agreed in the contract.</p> <p>2. Contract Agreement need to contain mutually agreed terms and conditions.</p>	No change
470	57 and 58 /127	5.8.1- Instructions for Alterations and 5.8.3 Amendment/Variations		<p>5.8.1 Instructions for Alterations</p> <p>1. The Owner shall, at its sole discretion, be entitled to instruct any alteration, suspension, cancellation or deletion to the form, scope, specification, quality or quantity of the Work/Project.</p> <p>2. The Owner shall, at its sole discretion, be entitled to instruct in writing any variation to the scope of Contract without extension of the Contract Period apart from the other terms of the Contract remaining unchanged.</p> <p>3. Upon issue of such written instructions, the Bidder, while taking up the execution of such instructions (without delay and immediately), shall also submit, within 10 (ten) days to the Owner, additional costs arising out of such instructions, detailing direct manpower requirements.</p> <p>4. For the avoidance of doubt, no indirect, overhead and/or consequential costs can be claimed as payable by the Bidder.</p> <p>5. For such amendments/variations, 1000 man-days (500 each from ERP Product OEM and Implementation Partner) are envisaged for additional man-power that may be required by the owner to be provided by the Bidder as per Annexure #18.1& Annexure #18.2. For the purpose of payment, actual utilization will be the basis. For sake of clarity it is hereby stated that the Total Contract Price shall exclude the price of additional man-days.</p> <p>6. Actual payment shall be effected by the Owner based on Section 5.8.1(5) above.</p>	<p>5.8.1 Instructions for Alterations</p> <p>1. The Owner shall, at its sole discretion, be entitled to instruct any alteration, suspension, cancellation or deletion to the form, scope, specification, quality or quantity of the Work/Project in accordance with the Change Request Procedure for discussion and consideration by both parties.</p> <p>2. The Owner shall, at its sole discretion, be entitled to instruct in writing any variation to the scope of Contract for discussion and consideration by both parties apart from the other terms of the Contract remaining unchanged in accordance with the Change Request Procedure.</p> <p>3. Upon issue of such written instructions, the Bidder, shall also submit, within 10 (ten) days to the Owner, its readiness, appraisal and estimation of the additional costs arising out of such instructions, detailing direct manpower requirements.</p> <p>4. For the avoidance of doubt, no indirect, and/or consequential costs can be claimed as payable by the Bidder which are not intimated to the Owner.</p> <p>5. For such amendments/variations, 1000 man-days (500 each from ERP Product OEM and Implementation Partner) are envisaged for additional man-power that may be required by the owner to be provided by the Bidder as per Annexure #18.1& Annexure #18.2. For the purpose of payment, actual utilization will be the basis. For sake of clarity it is hereby stated that the Total Contract Price shall exclude the price of additional man-days.</p> <p>6. Actual payment shall be effected by the Owner based on Section 5.8.1(5) above.</p> <p>7. For the avoidance of doubt, any claims additional to the total contract price shall be paid upon verification of tangible evidentiary documents presented in support of actual expenditure incurred by the Bidder so long as it can be established that such additional work beyond the otherwise prescribed scope is a direct result by an express modification/alteration instruction by the Owner. No indirect construction of costs shall be payable unless it arises from an express instruction of modification by the Owner in writing and unless such evaluation of extra cost, if and when it arises is informed in writing to the Owner prior to the commencement of such Works.</p>	<p>Need to include a new clause the "Change request Procedure" for establishing procedure and bringing order in relation to the to the purposes mentioned under these clauses.</p>	No change

S. No.	Page No	Section (Name & No.)	Sub Section (Name & No.)	Statement as per Tender Document	Query by bidder	Reason for Query	BHEL Response
471	58/127	5.8.2-Confirmation of verbal instructions		<p>5.8.2 Confirmation of verbal instructions</p> <p>For the purposes of this section/Article all Instructions contemplated herein should be issued in writing. However, if the Owner considers it necessary to issue an Instruction verbally the Bidder shall immediately comply with such verbal request. Where the Owner confirms a verbal request in writing, either before or after carrying out of the Service, this shall be deemed an Instruction.</p> <p>If the Owner does not confirm such a verbal request in writing within seven (7) days then the Bidder shall so confirm within a period of seven (7) further days and shall obtain the Owner's written agreement which shall be deemed an Instruction. No claims shall be made by Bidder & entertained by Owner if the Owner does not confirm in writing such approval within above 7(seven) days.</p>	<p>5.8.2 Confirmation of verbal instructions</p> <p>For the purposes of this section/Article all Instructions contemplated herein should be issued in writing. However, if the Owner considers it necessary to issue an Instruction verbally the Bidder shall immediately comply with such verbal request upon receipt of e-mail or fax evidencing in writing such verbal request. Where the Owner confirms a verbal request in writing, either before or after carrying out of the Service, this shall be deemed an Instruction. Otherwise Bidder without such e-mail or fax communication shall not be required to execute or implement such instructions.</p> <p>If the Owner does not confirm such a verbal request in writing within seven (7) days then the Bidder shall so confirm within a period of seven (7) further days. Bidder shall not be required to execute or implement or act upon such instructions without there being such e-mail or fax communication in writing from the Owner .</p>	Verbal Instructions need to be documented before they are acted upon or implemented by the Bidder for avoiding any conflict between the parties.	No change
472	58/127	5.9.1-pre-award stage		<p>In the event of a conflict and/or contradiction of the terms contained herein, notwithstanding that this RFP and terms and conditions along with its Annexures, Amendments (if any), and any other document/s in writing by the Owner shall remain valid, the Owner's clarifications and understandings on such issues shall prevail.</p> <p>Further, in the event there arises a contradiction between the RFP terms and its annexures, the RFP shall always prevail.</p> <p>Further, in the event there arises a contradiction between the RFP terms and its subsequent Amendments (if any), the terms of the Amendment which is later in time shall prevail.</p>	<p>In the event of a conflict and/or contradiction of the terms contained herein RFP terms and conditions along with its Annexures, Amendments (if any), and any other document/s, the Owner's clarifications communicated in writing to the Bidder on such issues shall prevail.</p> <p>Further, in the event there arises a contradiction between the RFP terms and its annexures, the RFP shall always prevail.</p> <p>Further, in the event there arises a contradiction between the RFP terms and its subsequent Amendments (if any), the terms of the Amendment which is later in time shall prevail.</p>	<p>1. Usage of the word "notwithstanding" "at this place is not appropriate.</p> <p>2. Proposal submitted by the Bidder shall also be referred to in case of any conflict.</p>	No change
473	59/127	5.9.2		<p>5.9.2Post Award Stage</p> <p>Upon successful signing of the Contract arising out of the present RFP/ Tender No._M1A1O07335, Dated: 01.07.2015,between the Parties, the Contract entered into between the Owner and the Successful Bidder/s along with its Annexures and Schedules (if any) shall prevail and supersede all communications previously executed and shall constitute the supreme governing document of this Project at all times.</p> <p>Notwithstanding that in the event of contradiction between the</p>	<p>5.9.2 Post Award Stage</p> <p>Upon successful signing of the Contract arising out of the present Tender No._M1A1O07335, Dated: 01.07.2015, and its corrigendum's and revisions between the Parties, the Contract entered into between the Owner and the Successful Bidder/s along with its Annexures and Schedules (if any) shall prevail and supersede all communications previously executed and shall constitute the supreme governing document of this Project at all times.</p> <p>Notwithstanding that in the event of contradiction between the Contract and its Annexures/Schedules etc. (if any), the Contract document shall forever prevail.</p>	Contract definition need to include the corrigendums and revisions issued by the Owner.	No change

S. No.	Page No	Section (Name & No.)	Sub Section (Name & No.)	Statement as per Tender Document	Query by bidder	Reason for Query	BHEL Response
474	63/127	7.3.7 Hardware/ Infrastructure Sizing		<p>7.3.7 Hardware/ Infrastructure Sizing ERP Product OEM shall review the hardware sizing estimate for Primary Site, Business Continuity Site and Remote Disaster Recovery Site prepared by the Implementation Partner. Such review shall necessarily factor optimal re-use of Owner's existing hardware inventory.</p> <p>The sizing estimates must consider all aspects of sizing such as server configuration, storage, network, type of platform, number and type of users, the Owner's expected service levels, desired response time etc. The Owner also expects that the sizing estimate is backed up by appropriate testing undertaken by ERP Product OEM in its solution Centres to validate the sizing estimate.</p> <p>Page 64 of 127 ERP Product OEM shall also review and vet the successful bidder's recommendations on Bandwidth requirements at all the Owner locations from where the 'ONE-BHEL' Solution will be accessed.</p> <p>All such bidder recommendations have to be explicit and duly vetted at competent levels in ERP Product OEM organization and submitted to the Owner at appropriate juncture.</p>	<p>7.3.7 Hardware/ Infrastructure Sizing ERP Implementation Partner shall review and prepare the hardware sizing estimate for Primary Site, Business Continuity Site and Remote Disaster Recovery Site. Such review shall necessarily factor optimal re-use of Owner's existing hardware inventory.</p> <p>The sizing estimates must consider all aspects of sizing such as server configuration, storage, network, type of platform, number and type of users, the contracted service levels, contracted response time etc.</p> <p>Successful bidder's will recommend on Bandwidth requirements at all the Owner locations from where the 'ONE-BHEL' Solution will be accessed.</p>	<p>Bidder should be allowed to function basing on their expertise to achieve the contracted service levels and parameters.</p>	<p>No change</p>
475	67/127	8.1.1 Project Management Structure		<p>8.1.1 Project Management Structure The Project Management Structure for this engagement consists of the following stakeholder groups:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> There shall at all times be a Steering Committee consisting of the Owner's top management, ERP Practice Head from the Implementation partner, ERP Practice Head from ERP Product OEM organization and ERP Practice Head from PwC. The Steering committee would do monthly review of the project progress and dispute resolutions, if any. • <input type="checkbox"/> Project Management Office, consisting of a Program Manager & Project Manager from the Owner, Program Manager from ERP Product OEM organization, and Change Manager from ERP Product OEM organization, Training Manager from ERP Product OEM organization, Project manager from the Implementation Partner and Project Manager from PwC. • <input type="checkbox"/> Core Group, consisting of functional & technical experts provided by the Bidder, technical resources (IT) and functional resources (core and business users) from the Owner. • <input type="checkbox"/> Non-Core Group consisting of the end users/power users in the Owner, and the Helpdesk team (resources from both the Owner and bidder). 	<p>8.1.1 Project Management Structure The Project Management Structure for this engagement consists of the following stakeholder groups:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> There shall at all times be a Steering Committee consisting of the Owner's top management, ERP Practice Head from the Implementation partner, and ERP Practice Head from PwC. The Steering committee would do monthly review of the project progress and dispute resolutions, if any. • <input type="checkbox"/> Project Management Office, consisting of a Program Manager & Project Manager from the Owner, Project manager from the Implementation Partner and Project Manager from PwC. • <input type="checkbox"/> Core Group, consisting of functional & technical experts provided by the Bidder, technical resources (IT) and functional resources (core and business users) from th Owner. • <input type="checkbox"/> Non-Core Group consisting of the end users/power users in the Owner, and the Helpdesk team (resources from both the Owner and bidder). 	<p>1. what is the specific Designation of the Top Management being referred to in this clause? 2. ERP implementation partner need to be allowed to function basing on its expertise in the industry.</p>	<p>1. To be communicated to successful Bidder</p>

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476	83/127	9.6 Supply and Installation of Software & Application Licenses		<p>The Bidder will be responsible for supplying the current versions of ERP application licenses and related software, integration tools, along with the source code and installing the same. The licenses shall be supplied by the Bidder only on the basis of written requisition from the Owner. The licenses shall be provided to the Owner within 4 weeks of such requisition by the Owner.</p> <p>The Bidder shall carefully consider the functional scope of work and provide a solution (base ERP software/ industry and/ or functional solutions) that best meet the Owner's requirements. The Owner is a complex organization conducting manufacturing of diverse engineering products, undertaking turnkey projects in a variety of sectors and has a strong focus on outsourcing as well as transportation. Looking forward, the Owner expects the 'ONE-BHEL' Solution to be the source of providing business intelligence to aid in strategic decisions. Considering the scope set in this RFP, the Bidder in accordance with their respective scopes of work shall carefully consider the solutions proposed and explicitly mention the same in the Technical bid</p> <p>The Bidder shall supply:</p> <ul style="list-style-type: none"> • Core ERP software & licenses (Latest version). • Add-on Engines software & Licenses (Latest version). • Tools, accessories, documentation and provide a list of the same. Tools and accessories shall be part of the offered solution. • Latest supported version of Database Software to support the Integrated Solution and any other software, tools and Bolt-on/Add-on application. • Product Documentation: Two sets of Product Documentation in hard copy and one soft copy to be supplied 	<p>The Bidder will be responsible for supplying the current versions of ERP application licenses and related software, integration tools and installing the same. The licenses shall be supplied by the Bidder only on the basis of written requisition from the Owner. The licenses shall be provided to the Owner within 4 weeks of such requisition by the Owner.</p> <p>The Bidder shall carefully consider the functional scope of work and provide a solution (base ERP software/ industry and/ or functional solutions) that meet the mutually agreed specifications. The Owner is a complex organization conducting manufacturing of diverse engineering products, undertaking turnkey projects in a variety of sectors and has a strong focus on outsourcing as well as transportation. Looking forward, the Owner expects the 'ONE-BHEL' Solution to be the source of providing business intelligence to aid in strategic decisions. Considering the mutually agreed scope in the Agreement, the Bidder in accordance with their respective scopes of work shall carefully consider the solutions proposed and explicitly mention the same in the Technical bid.</p> <p>The Owner shall be responsible to ensure that it is compliant at all time during the project and the ERP System Implementation Partner will suitably advise the Owner in that regard as long as ERP System Implementation Partner is in control of the execution of the Work awarded under the Contract.</p> <p>In case of SAP-ERP (since SAP ERP is already in use at BHEL), as the offered ERP product:</p> <ul style="list-style-type: none"> • ERP Product OEM shall upgrade the existing SAP licenses, at the request of the Owner, for meeting functional & technical requirements of 'ONE-BHEL' at the cost of BHEL. <p>The Bidder shall supply:</p> <ul style="list-style-type: none"> • Core ERP software & licenses (Latest version). • Add-on Engines software & Licenses (Latest version). • Tools, accessories, documentation and provide a list of the same. Tools and accessories shall be part of the offered solution. • Latest supported version of Database Software to support the Integrated Solution and any other 	<p>1. Source code of the OEM software or Proprietary Software of the Implementation Partner cannot /will NOT be given.</p> <p>2. the responsibility of compliance to the OEM prescribed due diligences are primarily of Owner and Bidder will assist the Owner in its Compliance responsibilities.</p> <p>3. Any upgrade will be provided subject to its suitability and feasibility and subject to the recommendation of the Implementation Partner and upon payment of the required additional or extra license fees by the Owner and is not provided free of cost.</p> <p>4. No Swap rights of any nature and in any form for Owner are permissible.</p>	1. Refer corrigendum 2,3 & 4 No change
477	86/127	9.7-Hardware sizing		<p>9.7 Hardware/Infrastructure Sizing</p> <p>The successful Bidder will be responsible for server, storage and network sizing for the 'ONE-BHEL' Integrated Solution. The successful Bidder would have to identify infrastructure requirement specification including requirement for Business Continuity & Disaster Recovery site. The sizing needs to be done keeping in mind the Owner's requirement for performance, response time and scalability, latest state-of-the-art, virtualisation & guaranteed uptime during its entire lifespan with uninterrupted services. Such lifespan shall not be less than 8 (eight) years. The successful bidder would be responsible to conduct necessary site visits to prepare bill of material and all specifications for required IT / Non-IT infrastructure and Data Centre (DC) and Disaster Recovery (DR) site after studying the existing hardware inventory across owner's premises for reuse / economical solution, as feasible. The ERP System Implementation Partner should review the network already laid out as well as additional network laying as required for connecting all the relevant units of the Owner with redundant connectivity including the Owner plants, offices and all other the Owner locations that would be using the Integrated Solution. The ERP System Implementation Partner also needs to provide proposed N/W architecture. The ERP System Implementation Partner will provide necessary inputs and support for the preparation of the RFP for H/W and N/W infrastructure to enable the Owner to procure all the required IT/ non-IT infrastructure and services. The RFP for H/W and</p>		<p>1. Mutually agreed specifications and parameters of the Contract will be fulfilled by the Bidder.</p> <p>2. Bidder should be allowed to function basing on their expertise.</p>	No change
478	88/127	9.8 System administration		<p>9.8 System administration</p> <p>The Bidder shall extend all necessary support as required by the Owner and Hardware vendor(s).</p>		Bidder will provide its support as per the scope of the Contract.	No change

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479	88/127	9.9 Configuration, Customization & Bespoke (Custom Developments)		<p>9.9 Configuration, Customization & Bespoke (Custom Developments)</p> <p>The ERP System Implementation Partner shall ensure that the Functional requirements forming part of the standard ERP product features (as factored in the response to the FRS & TRS) are implemented.</p> <p>The Owner prefers to have product standard functionalities in the 'ONE-BHEL' Solution. Wherever customization is required and undertaken, the ERP System Implementation Partner will hand over the source code and all documentation to the owner. The title, rights and IPR (Intellectual Property Rights) over such customization will be passed on to the Owner as soon as such customizations becomes part of production environment.</p> <p>Preferably, changes should be kept as minimal as possible to the ERP core modules. This is important to ensure that future upgrades, enhancements and bug fixes are not impacted. Any customization as may be necessary should be done only after confirmation from ERP Product OEM of non-availability of standard functionality and obtaining prior written approval from the Owner. Every custom development must be documented in detail and the script ownership should be passed on to the Owner as soon as this becomes part of production environment.</p> <p>Given the complexity of the implementation and the cross functional requirements across business units, the ERP System Implementation Partner may be</p>	<p>9.9 Configuration, Customization & Bespoke (Custom Developments)</p> <p>The ERP System Implementation Partner shall ensure that the Functional requirements forming part of the standard ERP product features (as factored in the response to the FRS & TRS) are implemented.</p> <p>The Owner prefers to have product standard functionalities in the 'ONE-BHEL' Solution. Wherever customization is required and undertaken, the ERP System Implementation Partner will hand over the source code of the customizations and all documentation to the owner. The title, rights and IPR (Intellectual Property Rights) over such customization will be passed on to the Owner as soon as such customizations becomes part of production environment.</p> <p>Preferably, changes should be kept as minimal as possible to the ERP core modules. This is important to ensure that future upgrades, enhancements and bug fixes are not impacted. Any customization as may be necessary should be done because of non-availability of standard functionality and obtaining prior written approval from the Owner, which shall not be unreasonably withheld or delayed. Every custom development must be documented in detail and the script ownership should be passed on to the Owner as soon as this becomes part of production environment.</p> <p>Given the complexity of the implementation and the cross functional requirements across business units, the ERP System Implementation Partner may be required to customize critical and complex screens, reports, interfaces and other developments across all components of the Integrated Solution. The specific distribution of reports to be customized amongst various modules will be finalized during the implementation stage.</p> <p>Development of custom bolt-ons over ERP must follow well-defined methodology. A brief description of the methodology employed when developing custom applications/ reports should be included in the Bid. At the minimum, every request for development of custom development must be documented in a pre-defined format and supported by a business case prepared by the process owner while requesting for development. Every custom development must be documented in terms of the person developing, the reference request in response to which it is being developed, the script</p>	Bidder should be allowed to function basing on their expertise.	No change
480	90/127	9.11 Training		<p>9.11 Training</p> <p>Bidder shall organize the following trainings for the Owner's manpower. Cost towards travel expenses, boarding, lodging etc. for the Owner's personnel shall be borne by the Owner and for Bidder's personnel shall be borne by the Bidder. Such trainings shall be conducted concurrently, if required by owner, at owner's different premises (other than certification trainings which shall be conducted at ERP Product Vendor's own or authorised training centres) as per pre-agreed plan.</p>	<p>9.11 Training</p> <p>Bidder shall organize the following trainings for the Owner's manpower. Cost towards travel expenses, boarding, lodging etc. for the Owner's personnel and Bidders Personnel shall be borne by the Owner and for Bidder's personnel . Such trainings shall be conducted concurrently, as mutually agreed by the owner and Bidder, at owner's different premises (other than certification trainings which shall be conducted at ERP Product Vendor's own or authorised training centres) as per pre-agreed plan.</p>	Owners shall bear ALL the costs incidental for training of its employees and as per mutually agreed plan.	No change

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481	93/127	9.12 Implementation of 'ONE-BHEL' solution		<p>9.12 Implementation of 'ONE-BHEL' solution The ERP System Implementation Partner will be responsible for providing a full range of services in implementation of ERP Product / Software covering 'ONE-BHEL' Solution including integration and supporting the operation of the proposed solution during and post implementation.</p> <p>The Bidder shall furnish an approved and qualitative implementation methodology to the Owner keeping in mind the Owner's objective of ultimately having a functional and working product. To this effect, the Bidder should use the best implementation methodology approved by ERP Product OEM for implementation. For the avoidance of doubt, the responsibility of acquiring of such approval shall rest with the ERP System Implementation Partner and such approval shall not be unreasonably withheld by the ERP Product OEM. The responsibilities of the bidder during implementation of ERP over the broad project phases are outlined in the subsequent sub-sections. The Bidder must have sufficient prior experience in using this methodology, tools and formats on sustained basis in implementing the Integrated Solution. The Bidder must be open to improvisations to the same based on the Owner's specific requirements. The successful Bidder shall undertake quality review of its work from its Quality Group during the course of implementation and in particular also from ERP Product OEM. The on-going responsibilities of Bidder during the project are also outlined below.</p>	<p>9.12 Implementation of 'ONE-BHEL' solution The ERP System Implementation Partner will be responsible for providing a full range of mutually agreed services in implementation of ERP Product / Software covering 'ONE-BHEL' Solution including integration and supporting the operation of the proposed solution during and post implementation.</p> <p>The Bidder shall furnish an approved and qualitative implementation methodology to the Owner keeping in mind the mutually agreed specifications of a functional and working product. To this effect, the Bidder should use the commercially reasonable implementation methodology mutually agreed by the parties herein. The responsibilities of the bidder during implementation of ERP over the broad project phases are outlined in the subsequent sub-sections. The Bidder must have sufficient prior experience in using this methodology, tools and formats on sustained basis in implementing the Integrated Solution. The Bidder must be open to improvisations to the same based on the mutually agreed and technically feasible Owner's specific requirements. The successful Bidder shall undertake quality review of its work from its Quality Group during the course of implementation. The on-going responsibilities of Bidder during the project are also outlined below.</p>	Mutual agreement needed	No change
482	111/127	9.12.5.4 Help Desk Support		<p>In the event Owner's users are not defining the severities (support categories as defined above), the ERP System Implementation Partner team will analyze the problem and will set appropriate severity to the problem. In case if the ERP System Implementation Partner support team does not agree with severity defined by Owner's user then all such disagreements will be discussed with Project Manager from Owner. In such cases, decision of the Owner's Project manager shall be final.</p>	<p>In the event Owner's users are not defining the severities (support categories as defined above), the ERP System Implementation Partner team will analyze the problem and will set appropriate severity to the problem. In case if the ERP System Implementation Partner support team does not agree with severity defined by Owner's user then all such disagreements will be discussed with team of Project Manager from Owner and ERP implementation Partner. In such cases, decision of the Project manager Team shall be final otherwise the matter to be placed before the Steering Committee to adjudicate on this issue..</p>	It is necessary, reasonable and just to have the presence and membership of the ERP Implementation Partner in the decision making bodies for taking decisions which have impact on the implementation of the project.	No change
483	114/127	9.15 Implementation of Audit/review findings		<p>9.15 Implementation of Audit/review findings The Changes arising out of ERP Product OEM reviews (ref. section 7.5) or any 3rd Party Audits conducted directly by the Owner, in order to bring execution in line with original proposal, at any stage of the project have to be incorporated after discussion of ERP Product OEM, Bidder and Owner without additional cost to the Owner.</p>	<p>9.15 Implementation of Audit/review findings The Changes arising out of any 3rd Party Audits conducted directly by the Owner, in order to bring execution in line with original proposal, at any stage of the project have to be incorporated after discussion of Bidder and Owner and if any change needs to done basing on such audit report which is (or) needs deviation from the mutually agreed scope of work then it shall be undertaken at an additional cost to the Owner following the Change Request Procedure.</p>	Change request procedure need to be followed,	No change

S. No.	Page No	Section (Name & No.)	Sub Section (Name & No.)	Statement as per Tender Document	Query by bidder	Reason for Query	BHEL Response
484	115/127	10-key deliverables and Payments Schedule		NEW/ADDITIONAL Clause	<p>NEW/ADDITIONAL CLAUSE</p> <p>Bidder shall submit invoices to Owner within a fortnight of the milestones mentioned being crossed, for the milestone so crossed. All invoices shall become due for payment within thirty days of their presentation.</p> <p>Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as debt owed by Owner to Bidder and Bidder shall be entitled to recover it as a debt as aforesaid, with an interest of 2% per month for every month of default, from Owner calculated from the date the payment became due until it is realised in full with interest.</p> <p>Without prejudice to the other rights available, Bidder 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 Owner and any such withholding by Bidder shall not be treated as breach by it of the provisions of this Agreement.</p> <p>Mere stipulation of submitting an invoice at the end of the fortnight as detailed in this clause shall not absolve Owner of its liability to make payments on such invoices when presented at a later date. The rates payable by Owner to Bidder under this agreement is exclusive of any and all tax, cess, duty or any other levy (excluding any income tax) by whatsoever name called. If any and all such sales tax, service tax or any other tax, levy or duty, by whatever name called without any limitation, is attracted to this transaction, then, Bidder shall be reimbursed of the payment so made, if required to be made so by Bidder. Such reimbursement shall be inclusive of any interest or any other sum, or both, paid by Bidder as part and incidence thereof. The liability of Owner under this clause, shall not be coterminous with this agreement and shall continue at all times the payment is so required to be made by Bidder at any time.</p>	To ensure order, transparency and timely payments.	Not acceptable
485	117/127	11.1-Deviations		<p>11.1 Deviations</p> <p>Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per Annexure #11 No Deviation Certificate. The bids with deviation(s) are liable for rejection.</p>	<p>11.1 Deviations</p> <p>Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per Annexure #11 No Deviation Certificate with exception for those mentioned and tabled in the Deviation Sheet provided along with Bidder Proposal.</p> <p>The bids with deviation(s) except as consolidated in the Deviation Sheet provided along with the proposal of the Bidder are liable for rejection.</p>	<p>1. Bidder requires certain deviations from the terms and conditions of the RFP. Bidders recommendation for such revisions will be provided as part of its Proposal</p> <p>2. Deviations as mentioned in the Deviation Sheet given by the Bidder as part of its Proposal need to be considered and included in the Contract.</p>	No change
486	119/127	11.4-Confidentiality of Information		<p>11.4 Confidentiality of Information</p> <p>All the material / information sent to the Bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder and their employees deployed on the project have to furnish a Non-Disclosure Agreement (NDA) as per Annexure #21 Non-Disclosure Agreement in line with the Owner's Information Security Management System (ISMS).</p>	<p>11.4 Confidentiality of Information</p> <p>All the material / information marked and identified as confidential sent to the Bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder and their employees deployed on the project have to furnish a Non-Disclosure Agreement (NDA) as per Annexure #21 Non-Disclosure Agreement in line with the Owner's Information Security Management System (ISMS).</p> <p>The confidentiality obligations should not apply to information which is (a) previously known to the receiving party at the time of disclosure, (b) independently developed by the receiving party without reference to information of the disclosing party, (c) disclosed to the receiving party by a third party without an obligation of confidentiality, or (d) in or subsequently comes into the public domain or (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.</p> <p>The confidentiality obligations shall survive for a period of three (3) years from the date termination or expiry of the Contract.</p> <p>Similarly Owner agrees that during the course of discussions/services, Owner is likely to receive or come into possession of information confidential/proprietary to the Bidder (including but not limited to information relating to software, trade secrets, know-how/technical data, research, products, software services, development, inventions, processes, engineering techniques, strategies, etc.) and that it shall not disclose or divulge such confidential/ proprietary information to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly and that the terms and conditions herein above set out with respect of the confidential information of the Owner shall apply mutatis mutandis to Bidder confidential/proprietary information.</p>	<p>1. Need to have the standard exceptions for confidentiality obligation.</p> <p>2. Need to have time limit for confidentiality obligation.</p> <p>3. Bidder confidential information also need to be protected under this Contract.</p>	No change

S. No.	Page No	Section (Name & No.)	Sub Section (Name & No.)	Statement as per Tender Document	Query by bidder	Reason for Query	BHEL Response
487	119/127	11.7- Risk Purchase		<p>11.7 Risk Purchase</p> <p>In case the bidder withdraws the offer submitted by him/ her after it is accepted by the Owner and fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time repudiated the contract wholly or in part, the Owner shall be at liberty to cancel the Purchase Order and to recover from the Bidder the extra cost and the other loss incidentals to the breach of Contract on the part of the Bidder apart from other legal recourses. Prior to invoking Risk Purchase clause, notice period of thirty (30) days and cure period of ninety (90) days will be offered to the Bidder.</p>	<p>11.7 Risk Purchase</p> <p>In case the bidder withdraws the offer submitted by him/ her after it is accepted by the Owner and fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time repudiated the contract wholly or in part for the reasons directly attributable to the Bidder and are not due to reasons attributable to the Owner or not due to any events of Force Majeure, then the Owner shall be at liberty to cancel the Purchase Order and to recover from the Bidder the extra cost which shall not in any case exceed 10% of the amount quoted by the Bidder for the same apart from other legal recourses. Prior to invoking Risk Purchase clause, notice period of thirty (30) days and cure period of ninety (90) days will be offered to the Bidder.</p>	<p>1. Bidder shall be responsible only when the causative factors giving rise to invoke this clause are solely and directly attributable to the Bidder.</p> <p>2. Risk Purchase clause shall be subject to the upper limit on its liability under this clause.</p>	No change
488	120/127	11.9 Commencement		<p>11.9 Commencement</p> <ul style="list-style-type: none"> Effective date of Contract: This Contract shall come in to effect on the date of issue of Owner's signed Purchase Order. Such Purchase Order shall be accepted by the Implementation Partner within 7 Calendar days, from date of Purchase Order and shall be signed & sealed by bidder stating "Purchase Order Accepted" and return certified duplicate copy of owner.. If no such formal confirmation is received within the stipulated time of 7 Calendar days, then the contract is deemed to be accepted. The Bidder shall begin carrying out the services with installation of required hardware, 	<p>11.9 Commencement</p> <ul style="list-style-type: none"> Effective date of Contract: This Contract shall come in to effect on the date of acceptance of Owner's signed Purchase Order by the Bidder. Such Purchase Order shall be accepted by the Implementation Partner if there are no revisions to be suggested from Bidder within 7 Calendar days or such mutually agreed time period, from date of Purchase Order and shall be signed & sealed by bidder stating "Purchase Order Accepted" and return certified duplicate copy to the Owner.. Otherwise Bidder shall inform its revisions to the Terms of the PO and same shall be discussed and considered as may be mutually agreed. If no such formal confirmation is received within the stipulated time of 7 Calendar days, then the effective date shall be the date as mutually agreed by the Parties herein.. Purchase Order shall not have any separate or additional Terms and conditions as are mentioned in the Contract. The Bidder shall begin carrying out the services with installation of required hardware, software & services within one month or in such mutually agreed time period after the date the Contract becomes effective. 	<p>1. Effective shall be the date when the PO is accepted.</p> <p>2. Deemed acceptance of PO is not reasonable.</p> <p>3. PO should not contain any standard, new or additional terms and conditions of Contract.</p> <p>4. BHEL to ensure in writing that PO will not contain any additional terms and conditions.</p> <p>5. PO need to contain the reference of the mutually agreed terms and conditions and the Contract signed by the Parties.</p>	No change
489	120/127	11.10- Completion		<p>11.10 Completion</p> <p>The Project will have deemed to be completed at the end of Post Go-Live Support period when all the Deliverables have been met, verified, certified and accepted by the Owner.</p>	<p>11.11 Completion</p> <p>The Project will have deemed to be completed at the end of Post Go-Live Support period when all the Deliverables have been met, verified, certified and accepted by the Owner or deemed to have been accepted by the Owner if Owner (a) fails to provide the list of Non Conformities within the review and acceptance Period, (b) fails to notify the acceptance of the Deliverables within the period agreed for the same, or (c) starts using the Deliverable in a live production environment or puts to commercial utilization.</p>	<p>Deemed Acceptance clause is necessary to ensure timely completion of the project and due discharge of the respective responsibilities by the parties herein, hence It is necessary that Deemed Acceptance provision as mentioned herein be included in this Contract.</p>	No change

S. No.	Page No	Section (Name & No.)	Sub Section (Name & No.)	Statement as per Tender Document	Query by bidder	Reason for Query	BHEL Response
490	121/127	11.12-Termination and Suspension		<p>11.12 Termination and Suspension Suspension of the Work The Owner may, by a written order, instruct the Bidder to suspend the Work or any part of the Work for the period and in the manner which the Owner considers necessary. The Bidder shall cease work on said part of the Work on the effective date of suspension, but shall continue to perform any unsuspended part of the Work. During the suspension the Bidder shall properly protect and secure the Work so far as is necessary in the opinion of Owner. The Owner shall not pay any costs incurred by the Bidder in giving effect to the suspension order, including under the following:</p> <ul style="list-style-type: none"> • necessary because of Force Majeure; or • necessary for the proper execution of the Work, or any part thereof; or • necessary because of some negligence, error or other default on the part of the Bidder; or • necessary for the health or safety of Owner and/or Bidder Personnel, third parties or for the protection of the Work, Owner property or environment; or • otherwise provided for in the Contract. <p>If the suspension of the Work is not attributable to any negligence, error or default of the Bidder, in the opinion of the Owner, and should be of such duration as to entitle the Bidder in the Owner's reasonable judgement to an extension of the Completion Date, the parties shall negotiate such extension. The Owner may, at any time, authorise resumption of the suspended part of the Work by notifying the</p>	<p>Following sentence need to be added to the existing clause: However period of suspension shall not exceed beyond a working week i.e five (5) working days. Any suspension beyond this period shall be appropriately compensated by Owner to the Bidder if such suspensions are not directly attributable to Bidder alone.</p>	<p>Suspension period has direct impact on the delivery schedules and project planning and resourcing by the Bidder hence need to take care of its budget by the Owner in case suspension exceeds a certain time period as specified therein.</p>	Refer corrigendum.
491	121/127	11.12		<p>Termination of the Contract The Contract shall terminate on the date of the issuance of the certificate of Final Completion of the Work by operation of law without any notice being required, unless terminated earlier in accordance with the provisions of this Article or unless otherwise explicitly provided for in the Contract. The Owner shall have the right at any time and at its absolute discretion to terminate the Contract by giving the Bidder notice of termination. Such notice shall become effective immediately after delivery to the Bidder or on such later date or after completion of such work in progress as specified by the Owner in the notice served one month in advance.</p>	<p>Termination of the Contract The Contract shall terminate on the date of the issuance of the certificate of Final Completion of the Work by operation of law or upon fulfillment of Deemed Acceptance provision, without any notice being required, unless terminated earlier in accordance with the provisions of this Article or unless otherwise explicitly provided for in the Contract. The Owner shall have the right at any time and at its absolute discretion to terminate the Contract by giving the Bidder one hundred and eighty (180) days notice of termination. Such notice shall become effective immediately after delivery to the Bidder or on such later date or after completion of such work in progress as specified by the Owner in the notice served one hundred and eighty (180) days in advance. If Termination is resorted to for convenience then Owner shall pay the suitable termination compensation to Bidder in addition to the payment of dues for Work done by the Bidding consortium till the date of such Termination.</p>	<p>Termination by Owner for convenience need to be subject to the payment of mutually agreed suitable termination compensation to the Bidder. Reasonable termination notice in all such cases for this kind of project is 180 days.</p>	No change

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492	122/127	11.12-Default by Bidder		<p>Default by Bidder</p> <p>In the event of the failure, refusal or inability of the Bidder to perform any part of the Work in accordance with the Contract, the Owner may give notice of default to the Bidder stating the details of such failure.</p> <p>If the Bidder within fifteen (15) calendar days after receipt of such notice does not commence, or having commenced does not continuously proceed with action satisfactory to the Owner to remedy such failure, the Owner may issue a notice of termination by giving 30 days notice period, without prejudice to any other rights or remedies which the Owner may have under the Contract.</p>	<p>Default by Bidder</p> <p>In the event of the failure, refusal or inability of the Bidder for reasons directly attributable to Bidder and not contributed by Owner, to perform any part of the Work in accordance with the Contract, the Owner may give notice of default to the Bidder stating the details of such failure.</p> <p>If the Bidder within fifteen (15) calendar days after receipt of such notice does not commence, or having commenced does not continuously proceed with action to remedy such failure, the Owner may issue a notice of termination by giving ninety(90) days notice period, without prejudice to any other rights or remedies which the Owner may have under the Contract.</p> <p>Termination by Bidder:</p> <p>Bidder may terminate the Contract if under circumstances such as large delay in finalising the requirement specifications, failure to give acceptance of Products and/or Services in mutually agreed time schedules, non-payment of dues to Bidder or failure of Owner in performing any of its responsibilities under this Contract by giving thirty (30) days prior notice, provided the breach is not cured by the Owner within such notice period. If Bidder issues the termination notice then Owner shall pay all the payments that are due to Bidder as of the termination date stated in the notice, including those for the work completed or in progress as on the date of termination.</p>	<p>1. Bidder to be held responsible if the causative factors for invoking this clause are caused by it.</p> <p>2. Bidder shall have the termination right under the Contract.</p>	No change
493	122/127	11.12 Amounts payable on Termination		<p>If the Owner terminates the Contract then, provided the termination is not in consequence of Force Majeure, bankruptcy etc., or improper business conduct, or the Owner exercising a specific right to terminate the Contract the Bidder shall be paid the following:</p> <ul style="list-style-type: none"> • the value of the Work completed in accordance with the Contract up to the effective date of termination less any part of the Contract Price previously paid by the Owner to the Bidder, if any, and less any amounts due or owing by the Bidder to the Owner less any monies deductible due to reason of penalties and/or damages as applicable. • The total payment made to the Bidder under this Article shall in no event exceed the Contract Price. • If the Owner terminates the Contract, then the Bidder shall be entitled to payment for the value of Work completed in accordance with the Contract prior to the date of notification of termination by the Owner, or, the amounts actually paid under the Contract for such part of the Work, whichever is the lower. No further payments shall be due to the Bidder under the Contract. • The Bidder shall not be entitled to any costs, loss or damage sustained by the Bidder from discontinuance of part of the Work or from termination of the Contract. • If it is provided in the Contract that the Bidder shall pay a certain sum per day as penalties for delay in completing the Work, the Owner shall, in addition to such penalties, have the right to terminate the Contract under application of Articles to the part of the Contract Price previously paid to the Bidder exceeds the total amount to which the Bidder is entitled, as calculated 	<p>Amounts payable on Termination</p> <p>If the Owner terminates the Contract then, provided the termination is not in consequence of Force Majeure, bankruptcy etc., or improper business conduct, or the Owner exercising a specific right to terminate the Contract the Bidder shall be paid the following:</p> <ul style="list-style-type: none"> • Mutually agreed suitable termination compensation and • the value of the Work completed in accordance with the Contract up to the effective date of termination less any part of the Contract Price previously paid by the Owner to the Bidder, if any, and less any amounts due or owing by the Bidder to the Owner less any monies deductible due to reason of penalties and/or damages as applicable. • The total payment made to the Bidder under this Article shall in no event exceed the Contract Price unless otherwise mutually agreed by the Parties herein. • If the Owner terminates the Contract for convenience, then the Bidder shall be entitled to suitable mutually agreed termination compensation and payment for the value of Work completed in accordance with the Contract prior to the date of notification of termination by the Owner. No further payments shall be due to the Bidder under the Contract unless otherwise mutually agreed by the parties. • The Bidder shall not be entitled to any costs, loss or damage sustained by the Bidder from discontinuance of part of the Work or from termination of the Contract without cause. • If it is provided in the Contract that the Bidder shall pay a certain sum per day as penalties for delay in completing the Work, the Owner shall, in addition to such penalties, have the right to terminate the Contract under application of Articles to the above if Substantial Completion has not been achieved within the maximum number of days in respect of which penalties shall be payable. • If upon termination of the Contract the part of the Contract Price previously paid to the Bidder exceeds the total amount to which the Bidder is entitled, as calculated in accordance with this Article and after deduction of any amounts due to the Owner, then the Bidder shall repay the excess to the Owner within 45 days of receipt of a specified invoice. 	<p>If termination by Owner is for convenience of it then, Bidder shall be paid termination compensation and also for the work completed by it as of the effective date of the termination notice.</p>	No change

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494	124/127	11.17.1		<p>11.17.1 Sufficiency of Contract Price</p> <ul style="list-style-type: none"> • The Bidder shall be deemed to have satisfied itself on and taken due account in the Contract Price of: <ul style="list-style-type: none"> o all the conditions and circumstances affecting the Contract Price; o carrying out the Work as described in the Contract & instructions issued by the owner time to time; o general circumstances at field sites; o general personnel requirements and restrictions; and o the incidental costs to be borne by the Bidder. <p>The Contract Price shall cover the completion of the Work and all other obligations of the Bidder and all costs direct, indirect & consequential, incurred by the Bidder for and in connection with the Work and shall be fixed for the duration of the Contract.</p>	<ul style="list-style-type: none"> • The Bidder shall be deemed to have satisfied itself on and taken due account in the Contract Price of: <ul style="list-style-type: none"> o all the conditions and circumstances affecting the Contract Price; o carrying out the Work as agreed under the Contract ; o general circumstances at field sites; o general personnel requirements and restrictions; and <p>The Contract Price shall cover the completion of the Work and all costs direct incurred by the Bidder for and in connection with the Work and shall be fixed for the duration of the Contract.</p>	Bidder can vouch for those conditions which were foreseeable within the scope of its expertise in this industry.	No change
495	125/127	11.17.3 Submission of invoice		<p>11.17.3 Submission of invoice</p> <ol style="list-style-type: none"> 1. All invoices along with Owner's authorised signatory work done certificate, and other applications for payment shall be submitted in accordance with the requirements of Procedures detailed in this Contract. 2. If the Owner disputes any item on any invoice in whole or in part and or charges claimed for uncertified works or if the invoice is prepared or submitted incorrectly in any respect, the Owner shall pay only the undisputed portion of a disputed invoice. 3. Neither the presentation nor payment of an individual invoice shall be irrevocable or constitute a settlement of a dispute, or otherwise waive or affect the rights of the parties hereunder. 	<p>following sentence need to be added to the existing clause: Mere stipulation of submitting an invoice at the end of the fortnight as detailed in this clause shall not absolve Owner of its liability to make payments on such invoices when presented at a later date.</p>	changes are self explanatory	Payment terms will apply With reference to invoice Date or submission date Whichever is later and taxes and duties Will apply with reference to Transaction date. Hence no change in clause
496	125/127	11.17.4 Form of Payment		<p>11.17.4 Form of Payment</p> <ol style="list-style-type: none"> 1. Within forty five (45) days of receipt of the correctly prepared and adequately required documentary supported invoice duly certified by the Owner for fulfilling the criteria for payment, the Owner shall pay the amount of such invoice into a nominated bank account of the Leader of the Consortium, provided that such invoices are in accordance with the provisions of this clause/Article. 2. All payments made by the Owner to the Leader of the Consortium shall be made by bank transfer to the latter's nominated bank account. The nominated account shall be in the name of and solely owned by the Leader of the Consortium. . 	<ol style="list-style-type: none"> 1. Within 30 (30) days of receipt of the correctly prepared and adequately required documentary supported invoice duly certified by the Owner for fulfilling the criteria for payment, the Owner shall pay the amount of such invoice into a nominated bank account of the Leader of the Consortium, provided that such invoices are in accordance with the provisions of this clause/Article. <p>Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as debt owed by Owner to Bidder and Bidder shall be entitled to recover it as a debt as aforesaid, with an interest of 2% per month for every month of default, from Owner calculated from the date the payment became due until it is realized in full with interest.</p> <p>Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Contract have been made by the Owner and any such withholding by Bidder shall not be treated as breach by it of the provisions of this Agreement.</p> <p>If any new taxes or increase in the taxes is attracted to this transaction, then, Bidder shall be reimbursed of the payment so made, if required to be made so by Bidder . Such reimbursement shall be inclusive of any interest or any other sum, or both, paid by Bidder as part and incidence thereof. The liability of Bidder under this clause, shall not be coterminous with this agreement and shall continue at all times the payment is so required to be made by Bidder at any time.</p>	It is necessary to ensure that payments by Client are made within 30 days from the date of receipt of invoice by client.	Refer corrigendum

S. No.	Page No	Section (Name & No.)	Sub Section (Name & No.)	Statement as per Tender Document	Query by bidder	Reason for Query	BHEL Response
497	125/127	11.17.5 Final Completion		<p>11.17.5 Final Completion</p> <p>The issue of a Final Completion certificate shall not absolve the Bidder from the obligation to remedy, or indemnify the Owner for the cost of remedying, latent defects which transpire within ten years from the issue of the Final Completion certificate and which are attributable to the Bidder, a Sub-Bidder or Bidder Personnel. In this Article, the term "latent defect" shall mean a defect which produces no readily observable effects prior to the issue of the Final Completion certificate and which is attributable to an unfit for purpose design, or to poor or faulty engineering or workmanship, or to Materials which do not conform to the Contractual specifications or are unfit-for-purpose.</p>	<p>11.18.6 Final Completion</p> <p>The issue of a Final Completion certificate shall not absolve the Bidder from the obligation to remedy, or indemnify the Owner for intellectual property infringement claims.</p>	There need to be finality of Project closure in all respects.	No change
498	125/127	11.18 Limitation of Liability		<p>11.18 Limitation of Liability</p> <p>The cumulative liability of the Bidder for all damages or other amounts arising in connection with this Contract shall be limited to Total Contract value. However, this limitation shall not be applicable to any claim, loss or damages w.r.t. IPR breach, wilful negligence, Confidentiality breach, tangible property damage or any other claim, loss or damages that cannot be limited as per Indian Laws.</p>	<p>11.18 Limitation of Liability</p> <p>The cumulative liability of the Bidder for all damages or other amounts arising in connection with this Contract shall be limited to the Total Contract value paid by the Owner to the Bidder for its services in the twelve (12) months immediately preceding the claim which gave rise to such liability. However, this limitation shall not be applicable to any claim, loss or damages w.r.t. IPR breach, wilful negligence, Confidentiality breach, tangible property damage or any other claim, loss or damages that cannot be limited as per Indian Laws.</p> <p>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</p> <p>Bidder shall not be liable or responsible for any delay or failure to perform or failure of the services or the Store under this Contract to the extent that such delay or failure has arisen as a result of any delay or failure by Owner or its employees or agents to perform any of its duties and obligations as set out in this Contract. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of Owner, Bidder 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 Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of Owner. Bidder shall be entitled to invoice Owner for Bidder incremental costs incurred (over and above the charges) as a result of such failure or delay on the part of Owner.</p>	<p>1. This being a multi year contract the Liability need to be capped to the contract price paid to the Bidding consortium within the 12 month period immediately preceding the date the claim arose</p> <p>2. There need to be disclaimer of all indirect losses or damages.</p> <p>3. Standard clause for protection of the Bidder rights to timely perform under the Contract need to be incorporated.</p>	Refer corrigendum
499	126/127	12.3.Go-Live deferment		<p>12.3 Go-Live deferment</p> <ul style="list-style-type: none"> • <input type="checkbox"/> The Owner reserves the right to defer the Go-Live for any/ multiple location. • Such deferments shall be mutually discussed with the Bidder & the Owner will inform the Bidder at least one month in advance about such deferment. • In case of such deferments, Owner is not liable to make any further payments for Licenses & Implementation activities and no penalties shall be imposed on the Bidder. • Such deferment(s) shall be limited to a maximum of 3 months. 	<p>12.3 Go-Live deferment</p> <ul style="list-style-type: none"> • <input type="checkbox"/> The Owner reserves the right to defer the Go-Live for any/ multiple location. • Such deferments shall be mutually discussed with the Bidder & the Owner will inform the Bidder at least one month in advance about such deferment. • In case of such deferments, no penalties shall be imposed on the Bidder. • Such deferment(s) shall be limited to a maximum of seven(7) working days only .Any deferment beyond seven(7) days shall be billable on the T& M rates of the Bidder and Owner is liable to pay the same to the Bidder 	<p>1. Deferment should not affect the license payments</p> <p>2. deferment beyond a mutually agreed period need to be compensated by the Owner (or) the provision of Deemed Acceptance of the deliverables shall be applicable. Project completion shall be deemed to have achieved and all payments due by the Owner need to be made to the Bidding consortium.</p>	No change.

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500	127/127	12.5 Expected Functionality and Overall performance:		12.5 Expected Functionality and Overall performance: Notwithstanding anything contained hereinabove, nothing shall absolve the Bidder from its responsibility to ensure that the Owner must have a finally comprehensive, qualitative, working product and solution and the Bidder shall recognize that the objective of this Project cannot be fulfilled by mere monetary compensation i.e. compensation may not be an adequate remedy for the fulfilment of the Owner's objective in this Project and to that effect, the Bidder shall always work to achieve its final Completion holistically and wholesomely in good faith. For the avoidance of doubt, failure and or non-compliance and/or insufficient compliance of the requirements enumerated herein above shall be considered a failure of performance parameters under the Contract with the Owner.	12.5 Expected Functionality and Overall performance: Notwithstanding anything contained hereinabove, nothing shall absolve the Bidder from its responsibility to ensure that the mutually agreed requirements under the Contract are met with active support from both parties to the Contract. For the avoidance of doubt, unless it can be solely and directly attributable to a party for its part of failure and or non-compliance and/or insufficient compliance of the requirements enumerated herein above shall not be considered a failure of performance parameters under the Contract.	Successful implementation of the project requires active co-operation and co-ordination between the Implementation partner and the Client as well.	No change
501	Additional/New	Additional/New		ADDITIONAL/NEW	Additional connected clauses: 1. ACCEPTANCE CRITERIA: 1.1 Each Deliverable delivered by Bidder which is subject to the mutually agreed acceptance criteria shall be reviewed and accepted by Owner within a period of five days from the date of delivery. The review comments shall be provided within a period of five working days from the date of delivery. All Deliverables will be deemed accepted by Owner on successful closure of all review comments, whereupon Owner shall provide the sign-off letter to Bidder . However, if Owner does not provide any review comments within the above mentioned period of five days, then notwithstanding anything contained herein, the Deliverables shall be deemed to be unconditionally and absolutely accepted by Owner at the end of the fifth day allotted for provision of such review comments, whether Owner provides such sign-off letter to Bidder or not and Bidder shall be entitled to receive the charges due on acceptance. The Deliverables shall also be deemed to be accepted by the Owner in case of commercial utilization of the Deliverables by the Owner. However, if Owner provides the review comments within the above mentioned period of five days and Bidder arrives at a successful closure of review comments, then the Deliverables shall be deemed to be unconditionally and absolutely accepted by Owner at the time of the successful closure of the last review comment whether Owner provides such sign-off letter to Bidder or not and Bidder shall be entitled to receive the charges due on acceptance. All costs and expenses of correction and resubmission of the Deliverables shall be to the account of Bidder if the defects or non conformities are due to any reasons attributable to Bidder . In all other cases, Bidder shall be granted additional time for completing the work to be mutually agreed to between the parties and shall also be reimbursed of all additional charges, costs and expenses if any incurred by complying with the requirements of this clause. 3. INTELLECTUAL PROPERTY RIGHTS: 3.1 Bidder 's Proprietary Software and Pre-Existing IP or Facilities. Owner acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder 's proprietary software or tools or Facilities. If Bidder and Owner mutually agree that the Bidder provides to Owner any proprietary software or tools or Facilities of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and	1. Need to include the Clause for Acceptance procedure. 2. Need to protect the Intellectual property rights of Bidder, its Licensor(s) and third party owners whose services are utilized under this Contract. 3. For the material made available by the Client warranty need to be given by it for their usage.	Not acceptable
502		Annexure-22		Annexure-22	Annexure-22	1. Penalties are too high and onerous and need to be reduced. 2. Overall penalty cap shall be limited to one(1)% of the value of the delayed portion of the Contract.	No change

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503	Annexure-21	Annexure-21-NDA		Annexure-21-NDA	Annexure-21-NDA	1. Standard exceptions need to be included. 2. This NDA shall be valid till the Contract is signed or And if the Project is not awarded to the Receiving Party by the Owner, then validity period of this NDA shall for the duration of the validity period of the Bid/Proposal submitted by the Bidder.and obligation to maintain confidentiality shall be for a period of 1 year after the expiry or terminationof this NDA.	No change
504	32/127	4.4.2-Envelope-2		Types of Indmenities	Types of indmenities	These forms Need to contain the standard exceptions for indemnity obligation.	No change
505	32/127	4.4.2-envelope-2 No deviation Confirmation		4.4.2-(6) No deviation Confirmation	No deviation Confirmation	1. Bidder has certain deviations and will provide the deviation sheet as part of its proposal along with revisions suggested by it. 2. NO deviation confirmation statement shall be subject to this understanding.	No change
506	53/127	5.4.2 Implementation Partner		The Implementation Partner must have following valid certificates: • <input type="checkbox"/> Level 5 SEI CMMi OR ISO 9001:2008 certification • <input type="checkbox"/> ISO 27001/27002 certification / IB clearance		The Implementation Partner must be Level 5 SEI CMMi only as this will ensure a good participation from the Tier – 1 Bidders.	No change