

**Prebid Queries / Clarifications for RFP (PE-LPE/27) for providing ERP Consultancy services**

<b>BHEL - Clarifications</b>			
<b>S.No.</b>	<b>Reference of the Clause No. of RFP</b>	<b>Clarifications</b>	
B1	Annexure 6, Qualification Criteria (QC), point no 6	The date mentioned as "1st Oct'2011" is substituted with "31st December, 2011"	
B2	Annexure 8, Instruction to Bidders, new clause C6	The criteria for selection of L1 Bidder is lowest cost basis for technically qualified bidders.	
B3	Annexure 9, Terms and Conditions, clause A5	In addition to what is written in Annexure 9, Terms and Conditions, clause A5, pl add "If claims are lodged by BHEL for compensation of damage or loss caused by Consultant's fault, the Consultancy firm / bidder shall be liable for any loss / damage caused to BHEL."	
<b>BHEL - Additional Information Sought</b>			
<b>S.No.</b>	<b>Reference of the Clause No. of RFP</b>	<b>Additional Information Sought</b>	
B4	Annexure 6, Qualification Criteria (QC), point no 2	in addition to "Audited Annual accounts for last 3 years 2008-09,2009-10,2010-11 to be enclosed" , Income Tax Return for last 3 years 2008-09,2009-10,2010-11 are also required to be enclosed.	
B5	Annexure 8, Instruction to Bidders, clause C1(g)	copy of Service Tax registration certificate,TIN registration certificate (if applicable) and PAN card in the name of Bidder are required for verification of Service tax number ,TIN number and PAN no. of the Bidder.	
B6	New Annexure O	A Declaration as below is required from the Authorised Signatory of the Bidders (with Signature and Seal):  I/We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the Firm or its partners /Company or its Directors (entity to be mentioned as applicable). Also I/We have not been suspended/delisted/blacklisted by any other Govt Ministry/Department/Public Sector Undertaking/Autonomous Body/Financial Institution/Court. I/We also certify that either our Firm or its partners /either our Company or its Directors (entity to be mentioned as applicable) are not involved in any scam or disciplinary proceedings settled or pending adjudication.	
B7	Annexure 6, Qualification Criteria (QC) point 2	Alongwith the audited Annual accounts of last 3 years 2008-09,2009-10 and 2010-11 , a Certificate from the Statutory Auditor of the Bidder for turnover from advisory/ consultancy/ professional fee for the respective years will also be required if turnover from such activities are not clearly evident in Audited Annual accounts of the respective years.	
<b>S.No.</b>	<b>Reference of the Clause No. of RFP</b>	<b>Query / Clarifications</b>	<b>BHEL Reply</b>
1	Page 33 : The Bidder should have an average annual turnover from advisory / consultancy / professional fee of at least INR 50 crores for the last 3 financial years as per Audited annual account.	The criteria appears to be inclined to only a few set of bidders by keeping the minimum average annual turnover to be INR 50 crores. It is requested that the figure may be changed to INR 30 crores so that a level playing field be created for bidders with requisite competence to bid and at the same time BHEL gets competitive techno-commercial proposals to select the most competent consultant.	RFP Annexure 6, Qualification Criteria (QC), point no 2 prevails.
2	Page 33 : The Bidder should have provided ERP consultancy for 3(three) projects for minimum INR 100 lacs each or 2(two) projects for minimum INR 125 lacs each or 1(one) for minimum INR 200 lacs.	Considering the ERP is to be implemented in an established Navratna PSU like BHEL, the consultancy firm should be required to have implemented ERP package in a PSU which would ensure that the consultant has experience in working in a PSU environment. The project implementation experience is a critical factor for deciding on the consultant, rather than the financial perimeters of the contract value. In view of the thrust on the experience to successfully manage the project, we request you to revise the clause to "bidder should have provided ERP consultancy for projects whose implementation value is INR 1,000 lac."	RFP Annexure 6, Qualification Criteria (QC), point no 5 prevails. The PSU experience has been asked for as per Annexure 6, Qualification Criteria (QC), point no 8. The implementation experience is taken care of through the Program Management Organisation (PMO) experience as per Annexure 6, Qualification Criteria (QC), point no 11. Also the permanent manpower required to be deployed by the Consultant for ONE BHEL project requires PMO experience as per Annexure 5, Scope of Work, M1 point no 5 which refers to Annexure B (CV-1).
3	Page 22, Milestones, deliverables and delivery timelines	Please confirm if the proposed project timelines (pre implementation and implementation) are indicative. Can we propose modified timelines based on our understanding of BHEL requirements especially for pre-selection phase of assignment?	Project Timelines ( pre implementation and implementation) are not flexible / variable.

4	Page 22, Milestones, deliverables and delivery timelines	What is the meaning of 60 days deliverables linked to implementation schedule?	60 days is the stabilization period after roll out i.e. the implementations must achieve the performance parameters to the satisfaction of BHEL continuously for at least 60 days OR the performance parameters to the satisfaction of BHEL should be achieved within the stabilisation period.
5	Page 25, scope of work, M1, point no. 7, personnel	Please provide us with the details of the selection process for consulting team resources.	The Bidder needs to submit the resume ( Annexure B, CV-1 and Annexure C, CV-2) of the consultants proposed to be deployed as per Annexure 5, Scope of Work, M1, 5, 6 and 7 along with the Bid. The proposed consultants shall have the requisite qualification and experience and shall be from the Consultant's permanent manpower inventory. Owner reserves the right to reject the bid for lack of requisite and qualified manpower.
6	Page 26, scope of work, M2, point no. 4 / 5, budgetary estimates	As per our understanding, the timeline till end of implementation is approx. 3 years whereas the budgetary estimate is required for 6 years. Please clarify what estimates are required for post implementation phase beyond these 3 years.	Post implementation phase ( after 3 years), the cash outflow is required for ERP product (licenses), hardware (lease rentals) and any other cash outflow other than implementation.
7	Page 26, scope of work, M2, point no. 7, training	The training would be generic and not specific to an ERP product. Please confirm that this is OK.	The training must necessarily be product driven and suited to the Owner's needs. The training would be broadly on various ERP products and their features.
8	Page 26, scope of work, M2, point no. 10, KPI	Our understanding is that the KPI mentioned in the appendix is indicative. The final list of KPI and the frequency of measurement would be mutually agreed upon during the project. Please confirm.	Yes.
9	Page 28, Annexure 5, scope of work, M5, point a - PQ evaluation report	Please clarify what the scope of PQ evaluation report is.	Annexure 5, Scope of Work, M4 and M5 are self explanatory.
10	Page 30, Annexure 5, scope of work, M11, point a - master data templates and data filled templates	Master data templates would be provided by the implementation vendor, consultant would only review them. Master data templates would be populated by BHEL / implementation vendor.	Annexure 5, Scope of work, M8, M11 are self explanatory.
11	Page 30, Annexure 5, scope of work, M12, cutover strategy document	Cutover strategy document would be prepared by implementation vendor, consultant would only review.	Annexure 5, Scope of work, M12 is self explanatory.
12	Page 33, Annexure 6, qualification criteria, point 8, ERP consultancy for 2 PSU / govt. organizations in last 7 years	We request you to consider references for work done more than 7 years back. This will allow us to showcase work which would be very similar to what BHEL requires at present.	RFP Annexure 6, Qualification Criteria (QC), point no 8 prevails. The 7 years reference period is from 01st January, 2005 to 31st December, 2011.
13	Page 39, Annexure 9, point 6, jointly or severally responsible for performance of ERP system	We request that this clause of jointly or severally liable for the performance of the ERP system be dropped. As a consultant, we cannot be made responsible for the non performance of any other vendor (H/W, S/W, Implementation Partner etc) involved in the engagement. We can report the non performance to BHEL and work with them to find a resolution but cannot be made responsible - jointly or severally.	RFP Annexure 9, point A6 prevails. ERP product and Implementation Partner selection is one of the Consultant's basic responsibility including implementation of the ONE-BHEL project successfully on behalf of the Owner. Hence it is necessary that such possibilities are explored and addressed at the preliminary stage pertaining to assessment of Implementation Partner by the Consultant.
14	Page 41, Annexure 9, clause I, interest liability	For any delays in payment due to reasons not attributed to us (consultant), BHEL would bear late payment interest charges.	RFP Annexure 9, clause I prevails.

15	Page 43, Annexure 9, T.5, termination	In case of termination, the consultant would get paid for work done till date of termination.	All payments will be made as per Annexure 9, Terms and Conditions, H, Terms of Payment. For the avoidance of doubt, in case of termination the consultant would be eligible for payment only upto the requisite payable milestone/stage being achieved as on date of termination, to the satisfaction of the Owner, in accordance with the milestones laid out in Clause H of Annexure 9 herein. Notwithstanding the above, the Owner shall always retain the right to preclude such payment and/or levy compensation for any losses/damages to the Owner as a result of the Consultant's actions and to this extent, proportionate deduction of such amount shall be done from the original contract amount due. Provided further, that any such quantification of losses may exceed the contractual amount due as on date of termination. For the purpose of calculating the total amount due and payable to the consultant as on date of termination, any work in progress shall not be taken into account for the above progress. Payments are strictly to be made on the basis of payable milestones achieved as per the contract in the manner described above.
16	Page 56, Annexure K, point 4, zero deviation	We would like this point to be amended to state that there are no deviations from the RFP and all terms and conditions mentioned in the RFP are acceptable except those specified by us as deviations in our proposal.	RFP Annexure K, point no 4 prevails. Since any deviation when clarified and/or responded to ceases to be a deviation, it becomes an accepted term. At any given point therefore; a deviation proposed is either accepted or rejected. An accepted deviation is to be construed as the original contract term. Hence no requirement for an exception to be made in the certificate contained in Annexure K.
17	Page 57, Annexure L, no deviation certificate	We would like this to be amended to state that there are no deviations from the RFP and all the terms and conditions mentioned in the RFP are acceptable except those specified by us as deviations in our proposal.	RFP Annexure L, prevails. Since any deviation when clarified and/or responded to ceases to be a deviation, it becomes an accepted term. At any given point therefore; a deviation proposed is either accepted or rejected. An accepted deviation is to be construed as the original contract term. Hence no requirement for an exception to be made in the certificate contained in Annexure L.
18	Scope of work, location	Please confirm that the consultant team would be based out of BHEL corporate office in Noida	The location(s) of the consultant team would be intimated at the time of contract. Tentatively it is Delhi NCR / sites.
19	Compensation to consultant for delays not attributable to the consultant	BHEL would compensate the consultant for delays not attributable to the consultant. The terms and conditions around this would be mutually discussed and agreed upon with BHEL in case we are shortlisted.	No
20	T&C, Liability	We request BHEL to introduce a clause to put a cap on the liability of the consultant.	The liability may be limited only in case of no willful damage/negligence/misconduct on part of the Consultant to the value of the original contract price. Provided however, that in the event that damage caused or sustained by the owner exceeds the contract price, the consultant shall be liable to pay such proportionate, additional compensation as deemed fit by the Owner.
21	Page 19, Need for ERP across BHEL, paragraph 2, SAP-HR	What are the modules of HR planned to be implemented / being implemented at Corporate Office? What is the organisational scope of the implementation?	SAP HCM all major modules. Other relevant detail may be collected by the Consultant during visits.
22	Page 26, Scope of Work, M3, point no 2, Finalised As-Is process document	Please confirm that the consultant does not need to do design To-Be processes or conduct Business Process Reengineering exercise.	It is as per Annexure 5, Scope of Work, M3.
23	Page 30, Annexure 5, Scope of Work, M11, point a-Master data templates for data preparation and filled data templates.	Master data templates for data preparation and data filled templates need to come from Implementation vendor. The consultant will vet them. Please confirm the same.	Annexure 5, Scope of work, M11 is self explanatory.
24	Page 33, Qualification Criteria (QC), S.No. 5,6,8,and 9.	Can the authorised signatory self certify in case the requested documentary proof is not available ? Please confirm.	It is as per Annexure 6, Qualification Criteria (QC).

25	Page 41, Terms and Conditions, point no. J, (Earnest Money Deposit) EMD	Please let us know in whose favour the EMD is to be made ?	M/s. BHEL
26	Page 47, minimum experience required	Please clarify the no of years of experience mentioned for functional, ERP and PMO areas are mutually exclusive or can they overlap. For example, for Process Lead role is it required for the resource to have 10 years of functional + 3 years of ERP + 2 years of PMO experience i.e. minimum of 15 years of experience or 10 years of functional experience can include ERP and PMO experience ?	The no of years of experience mentioned for functional, ERP and PMO areas are mutually exclusive and they can not overlap. In the query example, if for Process Lead role it is required for the resource to have 10 years of functional + 3 years of ERP + 2 years of PMO experience, it means that the minimum of 15 years of experience is required.
27	Page 22, Annexure 4, Milestones, Deliverables and Delivery timelines	We request you to specify the time that BHEL would take from the time we submit the final RFP evaluation report to the time that the vendor begin implementation. This would help us plan the staffing & availability of our resources.	It is as per RFP. The relevant information would be shared with the successful bidder at the appropriate time to the extent already documented.
28	Page 25, Annexure 5, M1, point 7, continuity of personnel	We request BHEL to allow us to change resources from milestone M6 onwards as the nature of work to be done before vendor selection and during implementation is quite different.	RFP Annexure 5, Scope of Work, M1 point 7 prevails.
29	Page 26, Annexure 5, milestone , point 5, hardware	Please confirm that the hardware and the other equipment is limited to running the ERP solution in the data center and disaster recovery center and does not include end user equipment like desktop, laptops, printers etc.	The hardware and other equipment does not include the end user equipment like desktop, laptops, printers etc.
30	Page 33, Annexure 6, qualification criteria, point 2,3 and 4, audited annual accounts	As we are not a listed company in India, we are not allowed to share our audited annual accounts statements as required by BHEL for conditions 2,3 and 4. However, we can share the certificate containing turnover from professional fee / consultancy, profit results, and our net worth details for the 3 FY duly signed by our statutory auditors. Pls let us know if this is a workable option.	Alongwith the audited Annual accounts of last 3 years 2008-09,2009-10 and 2010-11 , a Certificate from the Statutory Auditor of the Bidder for turnover from advisory/ consultancy/ professional fee for the respective years <b>will also be</b> required if turnover from such activities are not clearly evident in Audited Annual accounts of the respective years.
31	Page 40, Annexure 9, Terms and Conditions, point H, terms of payment	Our payment should not be linked to a milestone which is dependant on the performance of the Implementation vendor over which we do not have any control. We request you to modify the payment schedule during the implementation phase so that we get our payment at fixed times rather than at milestones outside of our control.	RFP Annexure 9, Terms and Conditions, point H, Terms of Payment prevails.
32	Page 40, Annexure 9, Terms and Conditions, point 5, Termination and Suspension	In case of termination, vendor should be paid for work done till date of termination.	All payments will be made as per Annexure 9, Terms and Conditions, H, Terms of Payment. For the avoidance of doubt, in case of termination the consultant would be eligible for payment only upto the requisite payable milestone/stage being achieved as on date of termination, to the satisfaction of the Owner, in accordance with the milestones laid out in Clause H of Annexure 9 herein. Notwithstanding the above, the Owner shall always retain the right to preclude such payment and/or levy compensation for any losses/damages to the Owner as a result of the Consultant's actions and to this extent, proportionate deduction of such amount shall be done from the original contract amount due. Provided further, that any such quantification of losses may exceed the contractual amount due as on date of termination. For the purpose of calculating the total amount due and payable to the consultant as on date of termination, any work in progress shall not be taken into account for the above progress. Payments are strictly to be made on the basis of payable milestones achieved as per the contract in the manner described above.
33	Queries Submission	BHEL will be organising a pre-bid meeting for a further discussion on the subject requirement for this RFP. Please confirm.	Based on the requirement, the Owner does not envisage a pre-bid meeting as the Owner has undergone the process of answering pre-bid queries.
34	Qualification Criteria	Is BHEL open to International credentials being submitted in support of experience against the "must" and "evaluation" conditions? Instead of limiting to Indian Geography.	It is as per Annexure 6, Qualification criteria (QC).

35	Annexure 8 - Instructions to Bidders	Is Annexure 4 - 'Milestones, Deliverables and Delivery Timelines' expected to be reproduced as part of the techno-commercial bid or is the bidder expected to provide any additional input / remark here? If so, please clarify what the input might be about?	Yes, Annexure 4 - 'Milestones, Deliverables and Delivery Timelines' is to be reproduced as part of the techno-commercial bid.
36	Page 5	Has BHEL already prepared a "ONE BHEL" business vision document, which can be used as input to create the ONE BHEL ERP strategy?	No separate document other than RFP would be provided.
37	Page 5	What are the past initiatives taken by BHEL towards "ONE BHEL"? It could be standardization of roles, authority, data, process etc.	No separate document other than RFP would be provided. Consolidation of this information may be done by the Consultant.
38	Page 19	Has BHEL identified the required functionality to be provided through the dashboards, as part of "decision support systems"?	It is a part of the draft As-Is and expected process.
39	Page 8/9 - Sec M2	Could you please provide the list of non-SAP systems at each of the BHEL units? What technologies are they built on? What business processes they cater to?	Consolidation of this information may be done by the Consultant.
40	General	Is application rationalization / phase out of non ERP applications also in scope	It is as per RFP. Owner reserves the right to phase out certain non ERP applications.
41	Page 26 - sec M2	Please share the rationale behind the "50 man-days" of training for the BHEL team?	The training must necessarily be product driven and suited to the Owner's needs. The training would be broadly on various ERP products and their features.
42	General	Below is the indicative list of documents which would be required at the start of the consulting project. Please share details of status of documentation for each of the below: 1) BHEL Business Strategy (short, medium and long term) 2)IT Application inventory 3) Enterprise architecture document (IT Architecture, data architecture, Network architecture, Communication network etc.) 4) List of existing legacy applications, their architecture, data flow to and from SAP, current integration strategy with SAP and the issues and challenges faced with use of legacy applications	The relevant information would be shared with the successful bidder at the appropriate time to the extent already documented, available in the existing knowledge domain and areas which are not already identified as the consultant's scope of work under the current RFP.
43	Page 26 - sec M3	Please provide the level of detail and accuracy of the AS-Is business documentation for all functions, modules and locations of BHEL	It is as per Annexure 5, Scope of Work, M3, point 1. The Owner does not vouch for the "LEVEL OF DETAIL" and/or "ACCURACY" of the AS-Is documentation. This document is meant to provide a summative view of the existing set up and verification /detailing if so required must be done by the consultant.
44	Page 19	What are the current SAP modules and versions implemented by BHEL?	ECC 6.0 all major modules. Other relevant detail may be collected by Consultant during visits.
45	General	What are the current major issues from current ERP implementations communicated by business?	The relevant information would be shared with the successful bidder at the appropriate time to the extent already documented, available in the existing knowledge domain. In addition to the above, any verification of authenticity of information provided by the Owner shall be carried out by the Consultant and costs involved therein would be borne by the Consultant. Consolidation of this information may be done by the Consultant.
46	Page 9 /10 -Sec M3	Please clarify the expectation of the sentence "Consultant at his own cost has to undertake the As-Is process study"?	Entire cost related to site visits shall be borne by the consultant. In addition to the above, any verification of authenticity of information provided by the owner shall be carried out by the Consultant and costs involved therein would be borne by the consultant.
47	General	What is the current level of standardization of data taxonomy across all units? What are the current standards used?	The relevant information would be shared with the successful bidder at the appropriate time to the extent already documented, available in the existing knowledge domain. In addition to the above, any verification of authenticity of information provided by the Owner shall be carried out by the Consultant and costs involved therein would be borne by the Consultant. Consolidation of this information may be done by the Consultant.
48	General	Is assessment of standardization of data (and information) and development of a data synchronization in scope?	It is as per RFP.

49	Page 16	How is BHEL obtaining a consolidated view of the business information needs currently at the corporate level?	As given in RFP. The other details will be worked out post award stage.
50	Page 19	What are the top Critical Success Factors and business objectives to target for the project?	As given in RFP, Annexure 2, Need for ERP across BHEL. It is a part of bidder's scope.
51	Page 19	What, according to BHEL, are the current technology and information integration challenges? What initiatives had / have been taken to address the same?	It is as per RFP Annexure 2, Need for ERP across BHEL. The relevant information would be shared with the successful bidder at the appropriate time to the extent already documented, available in the existing knowledge domain. In addition to the above, any verification of authenticity of information provided by the Owner shall be carried out by the Consultant and costs involved therein would be borne by the Consultant. Consolidation of this information may be done by the Consultant.
52	Page 27 M4 Point 5	We feel that the Proof of Concept should be developed by the potential implementation vendor as part of the vendor selection process. Please confirm if our understanding is correct.	It is as per RFP Annexure 5, Scope of Work, M4, point 5.
53	Page 30	What is the composition of the core committee / who are the key stakeholders entrusted with creating the "ONE BHEL" vision? This is to gauge the level of readiness across BHEL for the change	The composition of core committee members is certainly not connected and cannot indicate the level of readiness across BHEL for the change. This is irrelevant to the context at present. The level of readiness for change may be understood post award of contract.
54	General	Has BHEL identified dedicated team and program leaders from all locations, lines of businesses and functions in place, at the beginning of the consulting engagement?	All required team will be in place at appropriate time for consultant to work with pursuant to inputs required from the consultant in this regard.
55	General	Will BHEL, during the project, arrange for the required information / interaction with the respective vendors for any clarity on non-ERP systems	All required information to be provided to consultant by BHEL will be taken care of pursuant to inputs required from the consultant in this regard.
56	Page 36 BHEL locations for process vetting	We request BHEL to indicate one location that will be considered as the base location for the project office. Please confirm.	The location(s) of the consultant team would be intimated at the time of contract. Tentatively it is Delhi NCR / sites.
57	Page 22 - Milestones and Deliverables	We understand that the processes harmonisation recommendations will be based on analysis of blueprints for the existing modules which are deployed in various locations. Please confirm.	It is as per RFP.
58	Page 22 - Milestones and Deliverables (M8)	What is the level of Business Blue Print expected from the consultant?	It is as per Annexure 4, Milestones, Deliverables and Delivery Timelines, M8(a).
59	Bid Evaluation	We understand that this RFP is very critical and important initiative in BHEL and will drive BHEL's future IT and ERP strategy. In this regard, we suggest that BHEL should adopt a QCBS (Quality and Cost Based) method for evaluating the vendors. The technical and commercial proposal can be given percentages for QCBS.	RFP prevails.
60	Bid Submission deadline	We request that the submission deadline be extended to atleast 3 weeks beyond the date of receipt of response to queries.	Bid submission date is extended till 14/03/12.
61	Page 24, Milestone 1, Resource Mobilisation	Please confirm that BHEL does not expect consultant profiles along with the response but only as part of the milestone 1 activity during the project.	The Bidder needs to submit the resume ( Annexure B, CV-1 and Annexure C, CV-2) of the consultants proposed to be deployed as per Annexure 5, Scope of Work, M1, 5, 6 and 7 along with the Bid. The proposed consultants shall have the requisite qualification and experience and shall be from the Consultant's permanent manpower inventory. Owner reserves the right to reject the bid for lack of requisite and qualified manpower.
62	Annexure 9, Page 42, ISMS	Can BHEL share the ISMS document with the bidders so that they can evaluate for compliance	The relevant information would be shared with the successful bidder at the appropriate time to the extent already documented.
63	Annexure 5, Scope of Work	Please elaborate on the expectations from the consultant w.r.t. infrastructure evaluation. How would BHEL support in the infrastructure requirement related information gathering and analysis. This input would help us estimate appropriately for this activity.	RFP Annexure 5, Scope of Work, M6, Infrastructure Vetting Report is self explanatory.

64	Annexure 9, Taxes and Duties	Can BHEL consider exclusion of taxes attributable to BHEL from the bidder's quote? Currently only service tax and education cess on ST are excluded. The taxes and their variance is something a vendor does not control, are often unforeseen in nature and hence a request that these be excluded.	RFP Annexure 9, Clause G, Taxes and Duties, prevails.
65	Annexure 5, Scope of Work	We hope BHEL is open to changes in the approach during the project as long as all the deadlines as suggested are met. E.g. staffing numbers indicated etc are prescriptive for the initial 6 months only. (Milestones 1-5)	RFP prevails.
66	Annexure 7, Page 36 – BHEL locations to be visited for As-IS vetting	Is BHEL ok if the consultant does not visit all locations listed but only a select few, as long as the AS-IS study requirement is met satisfactorily.	No.
67	Annexure 10 , Page 45 – Suggested List of KPIs	Would it be right to assume that the consultant would only be associated with vetting the list of KPIs that BHEL comes up with and also only assist in identifying thresholds rather than be actually responsible for coming up with the list of KPIs as well?	It is as per RFP Annexure 5, Scope of Work, M2(c ) and M7(b).
68	Annexure 9, Page 40 (Fees and Charges)	Would BHEL be able to extend guesthouse accommodation to consultants at all the locations earmarked for AS-IS study?	Entire cost related to site visits shall be borne by the consultant. In addition to the above, any verification of authenticity of information provided by the owner shall be carried out by the Consultant and costs involved therein would be borne by the consultant.
69	Annexure 1, Page 9, SAP implementation	Please let us know the modules and SAP version implemented at each of Trichy, Hyderabad, EDN Bangalore and EPD Bangalore. Likewise the number of SAP users (excluding ESS and MSS), the type and number of SAP licenses bought at each of these locations.	ECC 6.0 all major modules. Other relevant detail may be collected by Consultant during visits.
70	Annexure 1, Page 9, SAP Implementation of HCM	Please let us know of the sub-modules of the SAP HCM module earmarked to be implemented in BHEL at Corporate level. What version of SAP is getting implemented? The license type and numbers bought. And further the time lines for implementation.	SAP HCM all major modules. Other relevant detail may be collected by the Consultant during visits.
71	Annexure 1, Page 9, SAP Implementation at Trichy, Hyderabad, EDN Bangalore, EPD Bangalore Annexure 5 (Page 26): M2, Point 6 Interface	Please let us know whether the current SAP installations have MES integration also implemented. If so at which locations? Would MES integration be a part of the final solution?	ECC 6.0 all major modules. Other relevant detail may be collected by Consultant during visits.
72	Annexure 4 (Page 22) & Annexure 5 (Page 30) : M11	M11: What is the difference between Master Data templates and data filled templates? In this context what is the expectation from Consultant? On Page 30 it is mentioned review of the finalized master data templates. Please clarify on the expectations from Consultant.	RFP Annexure 5, Scope of Work, M11 is self explanatory.
73	Annexure 4 (Page 22) & Annexure 5 (Page 31) : M14	M14: On Page 31 for M14, there are services mentioned which seem to have garbled serial numbers and indentation missing to differentiate between service and sub service. Though we have assumptions around it, request you to review and provide clarity.	Annexure 5, Scope of Work, M14 may be read with the proper serial numbers from 1 to 13.
74	Annexure 4 (Page 22) & Annexure 5 (Page 31,32) : M15	M15: On Page 31 & 32 for M15, there are services mentioned which seem to have garbled serial numbers and indentation missing to differentiate between service and sub service. Though we have made assumptions around it, request you to review and provide clarity.	Annexure 5, Scope of Work, M15 may be read with the proper serial numbers from 1 to 13.
75	Annexure 2 - Need for ERP across BHEL	Are the existing ERP systems implemented within BHEL integrated or are they operating on a stand alone basis?	Stand Alone.
76	Annexure 5 - Scope of Work	"...Also a study of the units who have their own (developed in-house / outsourced) IT solutions shall be required to be taken up by the consultant for the same purpose." Does the list of "BHEL locations to be visited for As-Is process vetting" include the units which have their own IT solutions?	Yes

77	Annexure 5 - Scope of Work	Please mention the locations that are having in-house / outsourced systems implemented. Also mention the functions and the number of user accessing the in-house / outsourced IT system at each location.	The relevant information would be shared with the successful bidder at the appropriate time to the extent already documented, available in the existing knowledge domain. In addition to the above, any verification of authenticity of information provided by the Owner shall be carried out by the Consultant and costs involved therein would be borne by the Consultant. Consolidation of this information may be done by the Consultant.
78	Annexure 5 - Scope of Work (M2,7)	"Provide 50 number of man-days training to the Owner's team on various aspects of ERP products suited for the Owner." What is the level of ERP awareness in BHEL? Can we get the breakup of the staff that is using the current ERP (SAP) application directly?	Collection of this information may done by the consultant. There are no commitments by the Owner on the existing level of awareness on ERP.
79	Annexure 5 - Scope of Work (M6)	"Infrastructure vetting report" We assume that the preliminary network connectivity report, bandwidth requirement report and hardware sizing will be done by the selected Implementation partner. Are we supposed to do the hardware sizing and the architecture designing? Please verify.	It is as per RFP Annexure 5, Scope of Work, M6.
80	Page 26	There is need to fix a time frame for approval of As-Is documents by BHEL. The consultant should not be penalized for any delay caused because of non approval by BHEL.	It is as per RFP Annexure 4, Milestones, Deliverables and Delivery Timelines. However in the event that the Owner is not satisfied with the proposed As-Is documentation submitted for such approval, the consultant shall be bound to revise such documentation to the satisfaction of BHEL.
81	Annexure - 9 Clause A(5)	<p><b>Liability</b></p> <p>The Consultants shall be liable for any loss / damage caused to property of the BHEL or to third party due to their negligence or willful misconduct. Thus, the RFP provides for an uncapped liability. Additionally the meaning of the term "misconduct" may be subject to wide interpretation and hence should be avoided. Accordingly, we suggest that a clarification on the lines of the following:</p> <p>*****</p> <p>We are agreeable to the Clause with the following clarifications:</p> <p>(a) It is clarified that notwithstanding anything to the contrary, the overall liability limitations for consultant, in connection with the services provided under this contract, shall not exceed the amounts paid to consultant by the client under this contract. Further, neither side should be responsible for any indirect or consequential damages.</p> <p>(b) References to "willful misconduct" in this clause shall mean the deliberate, willful and malicious acts by consultant designed to cause damage to the client.</p> <p>*****</p>	<p>THERE IS NO QUESTION OF CAPPING/CEILING LIABILITY IN THE CASE OF "WILFUL NEGLIGENCE/MISCONDUCT" Any damage cause by willful negligence or misconduct is compensatable without a ceiling.</p> <p>PLEASE NOTE THAT WILLFUL MISCONDUCT CAN ALSO BE DEVOID OF MAILLICIOUS INTENTION. Hence Annexure 9, Clause A5 prevails.</p> <p>Consequential damages is construed as any damage arising out of a consequence of an event attributable to the consultant directly or indirectly. Hence Annexure 9, Clause A5 prevails.</p>
82	Annexure - 9 Clause A(5)	<p><b>Indemnity</b></p> <p>This clause stipulates that if claims are lodged against BHEL by third party for compensation of damage or loss caused by consultant's fault, the consultancy firm / bidder shall keep indemnified BHEL against all claims raised by third parties. We feel that save for a balance third party IPR infringement indemnity and a balanced reciprocal indemnity for death / bodily injury, we are unable to provide other multiple indemnities in the manner as proposed in the Contract. We believe that either side will have full and adequate contractual / legal recourse to address the other situations, there by avoiding the need for the other multiple indemnities that have been currently sought in the Contract.</p>	<p>The understanding is the same in Clause A(5). PLEASE NOTE CAREFULLY THAT THIS PRESENT CLAUSE USE THE LANGUAGE "caused by consultant's fault". It clearly lays down that indemnity is only in circumstances of willful misconduct/breach of confidentiality. Hence there is no reason for any change in this clause. RFP Annexure 9, Clause A5 prevails.</p>

83	Annexure - 9 Clause T(5)(a)	<p><b>IPR / Ownership</b> This clause stipulates that upon termination consultant is required to hand over all the documents / information etc. including all rights to the Owner. We are willing to pass ownership in certain agreed final deliverables to the client, but cannot accept a blanket obligation to pass ownership in everything used, created or delivered under the Contract, as we need to ensure that our pre existing IPR's remain with us and that the supply of these or third party owned IPRs are supplied to the client under an agreed license arrangement. Similarly, we would not pass ownership in drafts or working papers to client.</p>	RFP Annexure 9, Terms and Conditions, Clause A5 prevails.
84	Annexure - 9 Clauses H(2)(a) and T(3)	<p><b>Acceptance</b> We suggest that a pre-agreed acceptance criteria be decided with the Client and there is a need to expressly document that the number of rounds for the procedure for attaining acceptance and iterations thereof for the Consultant's deliverables shall be limited to 2 rounds. the deliverables should be judged as per a pre-agreed acceptance criteria and the concept of the Deemed Acceptance Criteria to be brought in. It is advisable to link the payment milestones to pre agreed acceptance criteria and submission mode.</p>	RFP Annexure 9, Terms and Conditions, Clauses H2(a) and T3 prevail.
85	Page 34	<p><b>Access / Inspection</b> For reasons of client confidentiality, we are constrained in terms of our liability to allow clients or their representatives access to our premises, systems or records. However, we would be pleased to discuss ways to ensure that , if required, engagement specific records are made available to you within an agreed time period, as per an agreed protocol.</p>	RFP Annexure 6, Qualification Criteria (QC), Note prevails.
86	Annexure - 9 Clause L(1)	<p><b>Client Policies</b> This clause stipulates that the Consultant shall comply with the Information Security Management System of BHEL and work within the framework of ISMS as applicable in BHEL from time-to-time. We being a professional organization, is required to comply with its own internal Code of Conduct based on global policies of best practices. Hence, compliance to multiple sets of policies would be unworkable.</p>	RFP Annexure 9, Terms and Conditions, Clause L1 prevails.
87	Annexure - 9 Clause M(1); Annexure - N	<p><b>Confidentiality</b> Widely worded confidentiality obligations. Confidential information needs to be shared on a strict need to know basis for the purposes relating to this project. Further, standard exclusions to confidentiality clause, such as information available in the public domain etc., need to be documented in the Contract. Subject to confidentiality restrictions, We should be given a one time approval to refer to this engagement for client citation purposes. Also, for the avoidance of doubt it should be clarified that We are is an organization with global presence, and is bound to comply with confidentiality and security policies framed of its own internally, and which is applicable to all employees and officers working for us. Hence, while we understand that our employees are working on Client premises, they are bound to comply with the internal policies of our company itself in relation to confidential data. Further, it may not be workable for us to agree to comply strictly with several policies of clients.</p>	<p>RFP Annexure 9, Terms and Conditions, Clause M1, Annexure N prevails. a) Clauses such as need to know basis will be considered at the time of the contract but it would be applicable only to the employees of the consultant and not to third parties. b) Standard exclusions to confidentiality shall be inserted at the time of the contract but would be limited to 1) Information pre-existing in public domain; 2) information developed independently by consultant; 3) information expressly authorized to be disclosed by the Owner through written consent; 4) information required to be disclosed in pursuance of a subpoena or court order; 5) information required to be disclosed in compliance with local statutes, or the law currently in force. c) One time approval requested for client citation IS NOT RELATED OR COVERED BY THE AMBIT OF A "CONFIDENTIALITY CLAUSE" . Hence it has no relevance to the present clause in any case. This is a separate issue. d) These obligations stand irrespective of the size, stature, reputation or competence of the consultant. Any additional</p>

			<p>checks which the consultant may want to impose on its employees in pursuance of its internal policies may be done after ensuring full compliance of all Owner prescribed guidelines. However the consultant's own practices will at all times be secondary and the consultant shall ensure that there is no contradiction between such practices and Owner prescribed norms. In the event of contradictions, the Owner prescribed norms shall prevail. It is also pertinent to mention that we do not accept or recognize statements asserting that due to a consultant's reputation, its officers would in any case comply with confidentiality practices. These obligations must be documented in the contract.</p> <p>a)e) With reference to the statement it may not be possible for a potential consultant to strictly comply with several policies of clients, the same shall be considered as a disqualification from the current bidding process. Confidentiality obligations are standard obligations and meant to protect the interests of the disclosing party. In this case majority of information is data to be received by the consultant in the course of ERP planning. Hence no change.</p>
88	Annexure - 9 Clause T(5)(a); Non Disclosure Agreement Annexure - N	<p>These stipulate that upon termination consultant is required to handover all the documents / information etc. including all rights of work to the Owner. Engagement team to clarify to the client that we should be allowed to retain a copy of its working papers. Further, in the case of electronic copies of confidential information, it needs to be appreciated that it may not be possible to permanently delete all such information (e.g. information which has been backed up automatically by our central computer systems).</p> <p>Annexure - N further lays down that such confidentiality obligations shall continue to subsist even after the termination / conclusion of the contract. As such, the outer boundaries for the survival of these confidentiality obligations needs to be documented (typically we suggest a survival period of not more than 18 months following expiry/earlier termination of the contract).</p>	<p>There is no change in the obligation of the consultant to handover all documents/information etc. including rights of work to Owner.</p> <p>a) Retention of working papers: The meaning of "Engagement Team" not understood. Retention of working papers may be allowed provided these are pre-approved by the Owner in order to clarify that the nature of documents being retained are not in breach of protection of Confidential information. Further, even if such working paper were to be pre-approved by the Owner and retained, these would not be shared with any third party. (Relevant clauses would be inserted in the Contract)</p> <p>b) Electronic records: No change. Electronic data is always capable of destruction.</p> <p>a)c) Outer Boundaries for survival of confidentiality obligations after Termination: As such a period of 10 years could be considered as the ceiling.</p>
89	Annexure -9 Clause N	<p><b>Liquidated Damages</b></p> <p>This clause stipulates LDs @ 0.5% of the contract price for delay of each week or part thereof subject to a ceiling of 10% of the total contract price. In this regard, business team to highlight the following points before the client:</p> <p>Penalties should be invoked in a transparent and objective manner if the overall agreed target date is not achieved for reasons demonstrably attribute to us. There should be a mechanism (eg. project meetings, timely sign offs on draft deliverables by client's representatives) towards allocating inter-se-responsibility in a transparent manner.</p> <p>Reciprocal Client obligations should be clearly spelt out. Client should agree to review the dates of milestone on fortnightly basis to reflect the realistic date in view of the progress of the assignment and to accommodate the delays which may be attributable to client (or other third parties) or which may have occurred at the specific instance or request of the client. In cases where such reviews are not carried out formally by client of fortnightly basis, it would be assumed that the approval to the extended date was automatically granted.</p>	RFP Annexure 9, Terms and Conditions, Clause N prevails.
90	Annexure -9 Clause H	<p><b>Payment</b></p> <p>The payment milestone are linked to acceptance and other broad parameters. To avoid payment default risks, it is advisable to link the payments to a mutually agreed and well defined acceptance criteria, which should be incorporated in the contract.</p>	RFP Annexure 9, Terms and Conditions, Clause H prevails.

91	Annexure -9 Clause Q	<p><b>Risk Purchase</b></p> <p>This clause contains stiff risk purchase obligations. There is a need for the parties to follow a fair and consultative process, before invoking this clause, for persistent and material non performance objectively determined to be attributable to us. In the event these clauses are ever invoked, we should not be unfairly prejudiced through an offering of more favourable commercial terms to any third party from whom the services may be procured. We should also push for an overall liability cap not exceeding the fees paid to us under this engagement.</p>	RFP Annexure 9, Terms and Conditions, Clause Q prevails.
92	Annexure -9 Clause R	<p><b>Set Off</b></p> <p>We are unable to agree to general rights of set off through a contract; the reason being that the assessment of the performance of each contract for a client should be clearly separated from other contracts for the same client. Otherwise, this would cause internal accounting issues and ambiguities which are best avoided. This in any event would not restrict any other applicable rights that the Client may have to apply a set off under general law.</p>	RFP Annexure 9, Terms and Conditions, Clause R prevails.
93	Annexure - 9 Clause T(5)(b)	<p><b>Suspension</b></p> <p>In case of suspension initiated by a client which extends beyond a pre-agreed period of time, Consultant should be entitled for time and cost overrun.</p>	RFP Annexure 9, Terms and Conditions, Clause T5(b) prevails.
94	Annexure - 9 Clause T(5) Clause V(1)	<p><b>Termination</b></p> <p>We expect a degree of reciprocity when it comes to contract termination, both parties should have a right to terminate the contract. We should clarify in our proposal that an objective process should precede contract termination with purported service related issues being judged against pre-agreed acceptance criteria. A reasonable "cure" period of 30 days should be provided for service related issues. Upon termination, PwC should be paid for the services performed till the date of termination.</p>	RFP Annexure 9, Terms and Conditions, Clause T5 and Clause V1 prevail.
95	Annexure-9 Terms and conditions	<p>Below clause of A.5 :</p> <p>"If the Claims are lodged against BHEL by third parties for compensation of damage or loss caused by Consultant's fault, the Consultancy firm or bidder shall keep indemnified BHEL against all claims raised by third parties"</p> <p>be replaced with below-</p> <p>"The Consultant shall indemnify BHEL against all direct losses, damages, claims and liabilities arising out of the Consultant's fraud, wilful misconduct, breach of confidentiality or breach of BHEL's or third party intellectual property right"</p> <p>In addition to above,there should be the below two clauses-</p> <p>(i) Limitation on Liability-Notwithstanding anything contained in this Agreement, the aggregate liability of the selected consultant in connection with the services to be performed hereunder, shall in no event exceed the contract price. The selected consultant shall only be liable for the direct damages or loss arising out this agreement or otherwise from its services and not for any indirect or consequential damages."</p> <p>(ii) Restriction on Report usage- "BHEL shall treat any reports, information and advice provided by the Consultant hereunder as confidential, and shall not disclose the same to any third party without the Consultant's prior written consent save as</p>	<p>THERE IS NO QUESTION OF CAPPING/CEILING LIABILITY IN THE CASE OF "WILFUL NEGLIGENCE/MISCONDUCT" Any damage cause by wilful negligence or misconduct is compensatable without a ceiling.</p> <p>PLEASE NOTE THAT WILLFUL MISCONDUCT CAN ALSO BE DEVOID OF MALLICIOUS INTENTION. Hence Annexure 9, Clause A5 prevails.</p> <p>Consequential damages is construed as any damage arising out of a consequence of an event attributable to the consultant directly or indirectly. Hence Annexure 9, Clause A5 prevails.</p> <p>The understanding is the same in Clause A(5). PLEASE NOTE CAREFULLY THAT THIS PRESENT CLAUSE USE THE LANGUAGE "caused by consultant's fault". It clearly lays down that indemnity is only in circumstances of wilful misconduct/breach of confidentiality.</p> <p>Hence there is no reason for any change in this clause. RFP Annexure 9, Clause A5 prevails.</p> <p>In addition to what is written in Annexure 9, Terms and Conditions, clause A5, pl add "If claims are lodged by BHEL for compensation of damage or loss caused by Consultant's fault, the Consultancy firm / bidder shall be liable for any loss / damage caused to BHEL."</p>
96	Background & business profile of BHEL. Page 9 - information systems	<p>BHEL has implemented SAP for its units at Trichy, Hyderabad, EDN Bangalore and EPD Banagalore. Also SAP HCM module is currently under implementation in BHEL in Corporate Level. Kindly let us know SAP packages, modules and sub-modules implemented along with bolt-on products at each of the above locations.</p>	ECC 6.0 all major modules. Other relevant detail may be collected by Consultant during visits.

97	Need for ERP across BHEL, p19	Clarify "BHEL to streamline and standardise business processes across the organisation". Does it mean, the existing SAP implementation at four locations shall be reimplemented or it shall be continue the same. In case if it remains the same, then the "ONE BHEL" concept for material codes, information flow, etc shall not occur.	Integration of ONE-BHEL ERP solution with the existing SAP platforms in BHEL must be the planned technical strategy.
98	Need for ERP across BHEL, p19	Clarify below points mentioned under key benefits envisaged out of "ONE BHEL" are: - Online collaboration of engineering and projects. - E procurement	ONE-BHEL broadly covers the Scope of Work, Key Benefits as per the RFP. Details would be worked out during contract execution.
99	Milestones, Deliverables and Delivery Timelines, p22	Base location of the project where the consultants shall sit and execute the project. This location shall act as a point where the "authorised officer" shall be located. Also let us know the base location where the implementation partner shall sit. Ideally both should be same.	The location(s) of the consultant team would be intimated at the time of contract. The location of the implementation partner team would be decided later. Tentative location is Delhi NCR / sites.
100	Milestones, Deliverables and Delivery Timelines, p22	M2 and M3 timelines are same. Does it mean that both the deliverables has to be given parallely.	Yes.
101	Milestones, Deliverables and Delivery Timelines, p22	It has been mentioned that RFP for ERP package and Implementation parter shall be single stage. Kindly confirm, as there are other options as well like finalisation of ERP package and followed by Implementation Partner.	Yes, RFP for ERP package and Implementation parter shall be single stage.
102	Milestones, Deliverables and Delivery Timelines, p22	Linkages of timelines between different milestones is given. But the duration between M5 completion (D+180 days) and Phase I start (A) is missing.	There is no linkage.
103	BHEL locations - to be visited for As Is process vetting	Has the current business process has been documented at all the sites mentioned ie 1. Bhopal / haridwar / trichy 2. PMG, New Delhi 3. PS ER, Kolkat (including its sites) 4. PS Marketing, New Delhi 5. Corporate Office, New Delhi 6. PS- PEM, Noida. If yes, mention the no. and list of processes covered at different functions at each locations, so to assess the duration of As Is vetting.	It is as per Annexure 5, Scope of Work, M3 .
104	BHEL locations - to be visited for As Is process vetting	Initially it was said at p9 and p19 that SAP has been implemented at Trichy. So, what is the scope of As-Is vetting where the SAP is already implemented? Alternatively, at page24 - Scope of Work : it is mentioned that a study of the existing SAP ERP implmenetationsis required to be taken up by the consultants. But the locations other than Trichy is not part of the site visits for current process understanding. Also, let us know the strategy of collating current processes variations between different sites where SAP is already implemented and also from other sites where in-house developed packages exist.	It is as per Annexure 5, Scope of Work, M3 .
105	Scope of Work, p24	Similarly for As Is vetting of in house developed IT solutions, the current list of locations and packages needs to be furnished. Moreover, these locations is not part of the site visits mentioned in p36. Also, let us know the strategy of collating current processes variations between different sites where inhouse developed package is already present.	The relevant information would be shared with the successful bidder at the appropriate time to the extent already documented, available in the existing knowledge domain. In addition to the above, any verification of authenticity of information provided by the Owner shall be carried out by the Consultant and costs involved therein would be borne by the Consultant. Consolidation of this information may be done by the Consultant.
106	Scope of Work, p24	Kindly let us the know the final sites where the actual site visits needs to be carried out for As Is Process vetting., as the duration is only 60 days. Please clarify the duration considered.	The locations for As-Is and expected processes vetting are mandatory but not exhaustive. Can be done parallely to complete the task within time frame mentioned.
107	Scope of Work, p25	Manpower deployment (5 nos ie Project manager and 4 other lead managers ) shall be permanently placed for Owners' job. Please let us the know the sites planned (at relevant milestones and duration) for placing these people, so that costing can be calculated.	It is as per Annexure 5, Scope of Work, M1, point 5. The site planning would be done at the implementation stage.

108	Scope of Work, M2 ERP Roadmap report - Sno2	Kindly confirm that the inputs of existing ERP applications landscape and other in-house application landscapes details shall be provided to consultant at a base location.	Consolidation of this information may be done by the consultant.
109	Scope of Work, M2 ERP Roadmap report - Sno3, 4, 5	please elaborate on the budgetary cost estimates for different line items mentioned.	It is self explanatory.
110	Scope of Work, M2 ERP Roadmap report - Sno7	Please clarify "provide 50 nos of man days training to the owner's team on various aspects of ERP product suited to the owner."	The training must necessarily be product driven and suited to the Owner's needs. The training would be broadly on various ERP products and their features.
111	Scope of Work, M2 ERP Roadmap report - Sno10	Target values for the KPIs cannot be determined only with the as-is study. Hence only list of KPIs can be provided at this stage. Also kindly clarify whether these KPIs are related to ERP Implementation project or is it related to the monitoring of business process, as the suggestive list of KPIs cater to both.	The KPIs list mentioned is suggestive. The KPIs would be finalised during implementation.
112	Scope of Work, M3 Finalised As Is Process document	Initially it was said that at As Is vetting shall be done by consultants, but in S.No-1, it was mentioned that detailed As Is study has to be undertaken by consultant. a. Please elaborate the level of detailness. b. Confirm the sites where the As Is study needs to be done. c. Please mention the different functions/ departments As Is study needs to be done at the above sites. d. Also mention the IT packages (SAP or in house) along with modules / submodules level. Above detailing is relevant for detailing the resource plan and costing purpose.	It is as per Annexure 5, Scope of Work, M3.
113	Scope of Work, M3 Finalised As Is Process document - Sno2	Kindly clarify " commonality in the As Is processes of the owner shall be brought out function wise making it single document" with an example.	It is self explanatory.
114	Scope of Work, M3 Finalised As Is Process document - Sno3	Kindly state whether the review of As Is process is at site level or at the central base location. If decentralised, then above Sno-2 of brining out commonality of the document cannot be done. Please mention all the requirements related to review and acceptance of As Is document	It is for the consultant to decide.
115	Scope of Work, M3 Finalised As Is Process document - Sno4	a. List of existing systems, processes, etc which are not feasible through leading ERP packages, shall only be given for those sites where the As Is vetting is done. b. If this document needs to include all other sites, then the As Is processes should be handedover to consultant during the As Is process. c. Moreover, representatives / coreteam members of each processes / functions of different locations needs to be present at central base locations to discuss upon non addressed areas.	a,b)All the Units and Corporate functions processes which are clubbed as one single BHEL processes are to be vetted. c-modality will be decided during contract execution
116	Scope of Work, M4 Finalised RFP for ERP package & Implementation Partner	Consultants shall be able to prepare documents / items other the below mentioned items, which shall be only be prepared and finalised by the Implementation Partner. Thus the below points shall be the responsibility of the implmenetation partner rather than ERP consultants. SNo-2 Finalised plan for ERP product license : Reason - as this stage, ERP product is not yet finalised, hence its not feasible for planning the ERP product licenses. SNo-3 List of bolt-on functions : Reason - since the ERP product is not finalised, its not feasible to finalise the bolt on products. SNo-5 Preparation of demo scenario as Poc : Reason - this is done by implementation partner to prove their understanding and capability.	There is no change.
117	Scope of Work, M4 Finalised RFP for ERP package & Implementation Partner	It has been mentioned that RFP for ERP package and Implementation parter shall be single stage. Kindly confirm, as there are other options as well like finalisation of ERP package and followed by Implementation Partner.	Yes, the RFP for ERP package and Implementation parter shall be single stage.
118	Scope of Work, M7	Please clarify S.No-5 "Plan for a total documentation record from a macro business process to a lowest level of technical code changed."	It is self explanatory.

119	Annexure - 6 Qualification criteria	Must conditions : For S.No-2, 3 and 4,CA certified audited financials having details of turnover from Advisory / consultancy shall be provided. The same shall also have details of profitability as well as net worth. Please confirm.	Alongwith the audited Annual accounts of last 3 years 2008-09,2009-10 and 2010-11 , a Certificate from the Statutory Auditor of the Bidder for turnover from advisory/ consultancy/ professional fee for the respective years <b>will also be required</b> if turnover from such activities are not clearly evident in Audited Annual accounts of the respective years.
120	Annexure - 6 Qualification criteria	Must conditions : For S.No-5, please confirm whether we can provide ERP consultancy projects done by our company abroad.	It is as per Annexure 6, Qualification Criteria (QC)
121	Annexure - 6 Qualification criteria	Please clarify whether the Completion certificate is acceptable having the details of ERP consultancy work as references other than PO / LoA.	RFP Annexure 6, Qualification Criteria (QC) prevails.
122	Annexure - 6 Qualification criteria	For S.No 10 and 11, please confirm that we have to only self certify stating "we have provided ERP consultancy for the functionalities listed in Annexure H" and "we have provided ERP consultancy for the scope of work listed in Annexure I" respectively.	It is as per Annexure 6, Qualification Criteria (QC) along with the NOTE.
123	BHEL locations	Phase wise rollouts : Please elaborate on the logic of clubbing different sites into different phases.	The logic of clubbing different sites is based on the business complexities / processes, maturity, integration etc planned.
124	BHEL locations	Please clarify Phase 3 - "migration of remaining and existing SAP implementation at following divisions to central instance". Does it mean, that all existing SAP instances shall be migrated from current server to central one.	The Consultant shall give recommendation.
125	BHEL locations	Also, the Phase 3 doesn't have Trichy which has SAP already implemented	Trichy is in Phase - 1
126	Terms & conditions	S.No: G - 4. Kindly confirm that service tax shall be paid by BHEL, so that our cost would be exclusive of service tax.	Yes, the service tax shall be paid by BHEL.
127	Instruction to Bidders (Annexure 8) Sno - 3	Sno-3 mentions "..... in case the consultant is a <b>limited company</b> , a copy of resolution passed by the Board of Directors of that company authorizing that person to file the bid on behalf of the company. The copy of the said resolution should have the common seal of the company and be attested either by the company secretary or its director."  Kindly confirm whether it applies to PRIVATE LIMITED COMPANY or PUBLIC LIMITED COMPANY only. As ours is a PRIVATE LIMITED COMPANY should we also need to provide the above said resolution, apart from the Power of Attorney.	Yes, Board resolutions are mandatory even for private companies. Both, Power of Attorney and Board resolution must be submitted together.
128	Annexure 5 - The consultant, ERP product OEM and implementation partner shall be either jointly or severally responsible for performance of this system	We request that this clause be considered for deletion as it may restrict the ERP product options for BHEL	RFP Annexure 9, point A6 prevails. ERP product and Implementation Partner selection is one of the Consultant's basic responsibility including implementation of the ONE-BHEL project successfully on behalf of the Owner. Hence it is necessary that such possibilities are explored and addressed at the preliminary stage pertaining to assessment of Implementation Partner by the Consultant.
129	Annexure 5 - M1 - 5	Kindly clarify our understanding that the 5 personnel are the total number of personnel required on a full time basis viz. project manager, lead managers, business process experts for the engagement.  If these are the minimum requirements, we would request BHEL to mention the total number of full time personnel required for the project such that the bidders are able to submit a comprehensive and comparable proposals.	It is as per Annexure 5, Scope of Work, M1.
130	Annexure 5 - M1 - 7	We would request that the statement 'personnel deployed for the owner project at point no. 5 shall not be changed till the end of the consultant engagement' to 'personnel deployed for the owner project at point no. 5 may be replaced with the written approval from BHEL'. The suggestion will be then in line with the balance paragraph that provides the mechanism for replacement of consultant personnel.	RFP Annexure 5, Scope of Work, M1-7 prevails.

131	Annexure 5 - M1 - 7	We would request that the statement that mentions '...2 months overlap...' be considered for deletion because of the high turnover in the IT industry.	RFP Annexure 5, Scope of Work, M1-7 prevails.
132	Annexure 5 - M2 - 7	Kindly clarify the 'requirement of the 50 mandays training' for BHEL will be restricted to aspects related with 2 ERP products suitable for BHEL	The training must necessarily be product driven and suited to the Owner's needs. The training would be broadly on various ERP products and their features.
133	Annexure 5 - M2-10, M3-1	We would request you to kindly clarify whether the current process service levels have been captured in the As-Is documentation currently available with BHEL.  In case this is not available, the successful bidder will have to factor time to capture current process levels based on a detailed study. This will be the basis to arrive at the improvement opportunities and target values.	It is as per Annexure 5, Scope of Work, M3, point 1.
134	Annexure 5 - M7	Please clarify our understanding that the project management office site will be in Delhi NCR during the implementation phase.	The location(s) of the consultant team would be intimated at the time of contract. Tentatively it is Delhi NCR / sites.
135	Annexure 5 - M7 - 5	Kindly clarify our understanding that the consultant will be responsible for preparing the plan for enabling capture from a business process at a macro level to the lowest level of technical code. This activity will be undertaken by the implementation partner.	It is self explanatory as per Annexure 5, Scope of Work, M7-5.
136	Annexure 5 - M11 - a	Kindly clarify our understanding that the role of the consultant in the master data templates preparation will be one of 'review' only.	It is as per Annexure 5, Scope of Work, M11
137	Annexure 6 - Evaluation paragraph	Kindly clarify our understanding on whether the award criterion for successful bidder will be on a lowest cost basis for technically qualified bidders or on a Quality Cost Based system [QCBS].	There is no change in evaluation method. The criteria is lowest cost basis for technically qualified bidders.
138	Annexure 9 - H - Terms of Payment	We request that the payment milestones be considered for revision to include intermediary milestones within each identified milestone.	RFP Annexure 9, Terms and Conditions, Clause - H, Terms of Payment prevails.
139	Limited Liability	It is proposed that the Consultant's total liability under this contract for any loss, damages, claims, cost or expenses is limited to the value of the contract.	RFP prevails. This is not acceptable because liabilities arising out of willful negligence/misconduct cannot be capped or quantified limiting it to contract price since its consequences are far reaching and may exceed the total contract price. Limited liability clauses do not apply to such areas.
140	Extension of Bid submission date	Considering the complexity of the project, it is desirable that the prospective bidders may be given an appropriate opportunity to provide time for a comprehensive proposal and accordingly the deadline for bid submission may be extended by 2 weeks.	Bid submission is already extended till 14/03/12