West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

WBSEDCL

Amendment of RFP and Clarification of Pre-Bid Queries

Amendments of RFP and Clarification of Pre-Bid Queries w.r.t Tender Notice No WBSEDCL/IT/118.02/2192 Dated 26.12.2025 for Engagement of Implementation Partner cum System Integrator (IP) for Migration/Conversion of SAP ECC (ERP & ISU) to SAP S/4HANA under SaaS model (RISE) and Integration with Allied SAP System.

Memo No: WBSEDCL/IT/118.02/2361

Date: 13ᵗʰ February, 2026

Jana
13/02/26

(U. K. Jana)
Chief Engineer, IT Cell
WBSEDCL

Amendment to RFP:

Sl. No.	Clause No.	Page No.	Clause Description	Amendment Details
1	IB.9.7.5. Reverse Auction	25	During bidding of reverse auction, at each step bidder shall not be able to quote less than the seal price applicable at the time of bidding which is calculated as "The price equal to 10% of last bid value minus rate of decrement."	During bidding of Reverse Auction, bidder will not be able to quote **less than "Last Bid Price" minus the seal price applicable at the time of bidding** where "seal price " is calculated as "The price equal to Ten (10)% of **Last Bid Price** minus rate of decrement." *Example:* L1 price = INR 1000 (A) Rate of decrement = INR 10 (B) Last Bid Price at this step = INR 930 (C- discovered through the bidding process) 10% of Last Bid Price at this step = INR 93 (D=10% *C) Seal Price at this step = INR 83(E=D-B) Highest Quote Possible at this step = INR 920 (C-B) Lowest quote possible at this step = INR 847 (C-E)
2	IB.22.4.	30	Successful bidder shall provide 24X7 Support during the contract period on all days.	Successful bidder shall provide 24X7 Support during the contract period as and when required by WBSEDCL.
3	EC.8. Technical Eligibility	35	Technical Eligibility Criteria	Please refer **Appendix -1** for revised Technical Eligibility for details
4	GTC.4. Limitation of Liability	41	Except in cases of gross negligence or shallful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the solutions, with respect to patent infringement.	(a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to WBSEDCL, and (b) Except in cases of gross negligence or wilful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation

				shall not apply to the cost of repairing or replacing defective equipment/solutions with respect to patent infringement.
5	GTC.14. Service Level Agreement (SLA) and Liquidated Damage (LD):	57	New Clause	**GTC 14.5.** *Liquidated Damage for Delay in Delivery:* The time of completion of all activities as listed under Section 4, Clause 3.7.15. (Deliverables) are to be treated as an essence of the contract and the WBSEDCL reserves the right to repudiate the contract, if the activities are not delivered within the scheduled delivery period as listed under Section 4, Clause 3.7.8. (Timelines). But the Chief Engineer, IT&C Dept., may at their discretion waive this condition and accept the service with imposition of liquidated damage @ 0.143% of the contract value of the works for each calendar day of delay, subject to a maximum of 10% of contract value of the work and accept **the deliverables beyond the stipulated period**. Liquidated damage, if any involved, shall be recovered from the outstanding bills/ Bank Guarantee.
6	3.7.6.3 Service Window	85	IP shall be required to deploy resources and provide onsite support during 9.30 AM to 5.30 PM during all working days of WBSEDCL. Further, remote support needs to be provided in case of emergency or non-working hours.	IP shall be required to deploy minimum resources (as per tender requirement) and provide onsite support during 9.30 AM to 5.30 PM during all working days of WBSEDCL. IP shall provide 24X7 Remote Support for incidents and emergencies during the contract period.
7	3.7.9.1 Deployment of Resources During Implementation & Stabilization Phase, 1	88	Position Project Manager Experience • 4 End-to-End ERP projects (Inception to Go-live) as Project Manager • At least 1 End to End Project (Inception to Go-live) in SAP S/4HANA • 1 End-to-End Billing Solution projects (Inception to Go-live) as Project Manager • Experience of more than 15 years as consultant in SAP domain.	Experience • 4 End-to-End ERP projects (Inception to Go-live) with at least One (1) project as a Project Manager • At least 1 End to End Project (Inception to Go-live) in SAP S/4HANA • At least One (1) End-to-End Billing Solution projects (Inception to Go-live) • Experience of more than 15 years with at least 10 years as a consultant in SAP domain.

8	Industry Solution Utilities (Device)	90	Education: MCA/ M. Tech /B. Tech / B.E. or equivalent • 1 End-to-End SAP Billing Solution project (Business Blueprint (BBP) to module Go-live) • Experience of more than 6 years in SAP consulting domain • Relevant SAP Certification for the module	Education: MCA/ M. Tech /B. Tech / B.E. or equivalent • 1 End-to-End SAP Billing Solution project (Business Blueprint (BBP) to module Go-live) • Experience of more than 6 years in SAP consulting domain • Relevant SAP Certification for the module or Experience of more than 6 years in the relevant SAP domain
9	Industry Solution Utilities (Billing)	90	Education: MBA (in Finance or equivalent)/ MCA/ M. Tech /B. Tech / B.E. / CA / ICWA or equivalent • 1 End-to-End SAP Billing Solution project (Business Blueprint (BBP) to module Go-live) • Experience of more than 6 years in SAP consulting domain • Relevant SAP Certification for the module	Education: MBA (in Finance or equivalent)/ MCA/ M. Tech /B. Tech / B.E. / CA / ICWA/ICMA or equivalent • 1 End-to-End SAP Billing Solution project (Business Blueprint (BBP) to module Go-live) • Experience of more than 6 years in SAP consulting domain • Relevant SAP Certification for the module or Experience of more than 6 years in the relevant SAP domain
10	Industry Solution Utilities (FICA)	90	Education: MBA (in Finance)/MCA/ M. Tech /B. Tech / B.E. / CA / ICWA or equivalent • 1 End-to-End SAP Billing Solution project (Business Blueprint (BBP) to module Go-live) • Experience of more than 6 years in SAP consulting domain • Relevant SAP Certification for the module	Education: MBA (in Finance)/MCA/ M. Tech /B. Tech / B.E. / CA / ICWA/ICMA or equivalent • 1 End-to-End SAP Billing Solution project (Business Blueprint (BBP) to module Go-live) • Experience of more than 6 years in SAP consulting domain • Relevant SAP Certification for the module or Experience of more than 6 years in the relevant SAP domain
11	3.7.16.5. Project Management SLAs	108	New clause.	3. Although SLA penalties shall be calculated as per above table, however total penalty to be deducted is to be capped at 10 % of the invoice.
12	3.7.16.5 Project Management SLAs, Sl. No. 2	109	Parameter Project implementation timeline for Integrated solution Description	Parameter Project implementation timeline for Integrated solution Description

			Bidder expected to complete the enterprise rollout within 12 (fourteen) months	The Bidder is expected to complete the enterprise rollout within **12 (Twelve)** months
13	3.7.16.6 SAP S/4HANA ERP and Billing Solution Performance Management SLAs	109	New clause	***Note***: Although SLA penalties shall be calculated as per above table, however total penalty to be deducted is to be capped at 10 % of the invoice.
14	3.7.16.8.3 Resolution time	111	Business working hours (BH)- 9.30 Hrs. to 17.30 Hrs.,	Please refer **Appendix -2** for revised Resolution time
15	3.7.16.8.4 Incident Management	112	Incident Logs Target: 100% calls to be logged and intimated to the end user with the trouble ticket number within the time as specified in the Notification and Resolution timetable above Penalty: 1. 95%-99% calls logged: 5% penalty on the quoted monthly O&M Support charges 2. Less than 95% calls logged and closed: 10% penalty on the quoted monthly O&M support charges	Penalty for Incident logs 1. Less than 100% calls logged: 5% penalty on the quoted monthly O&M Support charges Penalty for Resolution of Issues 1. Less than 100% calls logged: 5% penalty on the quoted monthly O&M Support charges
16	ANNEXURE- VIII: BOQ Format	136	Facility Management Service (FMS) - Per Quarter	**Please refer to the Appendix-3**
17	ANNEXURE- XII: Service Level Agreement (SLA)	142	We are hereby agreeing with the terms & condition of SLA as mentioned under Section 3.7.14 of the Tender document.	We are hereby agreeing with the terms & condition of SLA as mentioned under Section 3.7.16 of the Tender document.
18	ANNEXURE- XVII: Format of CURRICULUM VITAE (CV)	168	E. Format of CURRICULUM VITAE (CV)-- SME (Subject Matter Expert) (Basis, ABAP, Finance and Controlling (FICO), Material Management (MM), Sales and Distribution (SD), Project System (PS) & Investment Management (IM), Plant Maintenance (PM), Human Capital Management (HCM) & Payroll, Workflow, Enterprise Portal (EP), Fund Management (FM)), K4	Format of CURRICULUM VITAE (CV)-- SME (Subject Matter Expert) (Metering, Billing, Collection, Prepayment, Bank Reconciliation, FICA), K4 Position Title & No. SME (Subject Matter Expert) (Metering, Billing, Collection, Prepayment, Bank Reconciliation, FICA), K4 Area of Expertise

				Business module expert - SAP IS-U, SAP AMI module, SAP Utilities
19	General	NA	"Shallful" at all instances across the tender document	Shall be read as "Wilful"
20	Section-4, Clause No 3.7.16.15 SLA for Change Requests	NA	New Clause	For CR's involving commercials, penalty @ 0.143% of the value of the CR for each calendar day of delay from base timeline from mutually agreed date of delivery, subject to a maximum of 10% of value of the CR shall be applicable. For non-commercial CR's, penalty @0.143% of (Blended PD Rate * 22) for each calendar day of delay from base timeline from mutually agreed date of delivery, subject to a maximum of 10% of (Blended PD Rate * 22) shall be applicable. Same shall be deducted from pending invoices during the contract period.
21	GTC.15.5. Modality and Approval Process for Change Request without any Commercial Involvement	60	The modality and approval process for Change Request without any Additional Commercial shall be guided by Clause No. GTC.15.1. excluding commercial involvement. Penalty clause shall also be imposed based upon respective clause in GTC 15.1 and Annexure XVIII.	The modality and approval process for Change Request without any Additional Commercial shall be guided by Clause No. GTC.15.1. excluding commercial involvement. Penalty clause shall also be imposed based upon respective clause in GTC 15.1 and Annexure XII.

All other terms and conditions in aforesaid NIT remains intact.

Appendix – 1:

EC 8. Technical Eligibility:

Sl. No.	Technical Eligibility Criteria	Supporting Documents
A	**Technical Criteria - ERP**	
1	The Bidder should have implemented**/migrated** SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) in any **Power/Water/Gas Utility or any Central/State PSU or Govt. Organization** in India during the last fifteen (15) years, meeting any one of the following criteria: • One (1) project valued **not less than of 80% of the Estimated Value**, OR • Two (2) projects, each valued **not less than 50% of the Estimated Value**, OR • Four (4) projects, each valued **not less than of 40% of the Estimated Value**. The successful completion shall **mean Go-Live of the project**. All the projects must have installation, configuration, customization, implementation**/migration**/Roll Out and **may include FMS/post Go-Live support/**supply of Hardware/cloud services/Software/ licenses.	The bidder shall submit the following documentary evidence: 1. Copy of Purchase Order/LoA/Work Order/Contract Agreement, Or 2. Successful completion certificate/Go-Live certificate/operational status certificate from the client, as per ANNEXURE-XX. *Note: In case documents provided under (2) does not certify project cost, Bidder may provide Certificate issued by a practicing Charted Accountant with UDIN showcasing receipt of total payments against the contract.* ***The Bidder must provide self-certified ANNEXURE-XX with supporting documents (along with evidence of Go-Live) for each information mentioned in the format.***
2	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) for any **Two (2)** ERP Projects in any **Power/Water/Gas Utility** in India in last Fifteen (15) years. The successful completion shall **mean Go-Live of the project**.	1) Bidders must provide the Necessary Purchase Order/ LOA/ Work Order/ Contract Agreement. Or 2) Further, the bidder must provide the successful completion letter/Go-Live Certificate from the client/ Certification for project being operational as on date of Bid Submission **as per ANNEXURE-XX**. ***The Bidder must provide self-certified ANNEXURE-XX with supporting documents (along with evidence of Go-Live) for each information mentioned in the format.***
3	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least **One (1)** ERP Projects in India in last Fifteen (15) years with	1) Bidders must provide the Necessary Purchase Order/ LOA/ Work Order/ Contract Agreement. Or

Sl. No.	Technical Eligibility Criteria	Supporting Documents
	each having more than **2000** Transactional Users (Excluding Payroll & ESS/MSS) or **750** FUEs. The successful completion shall **mean Go-Live of the project**.	2) Further, the bidder must provide the successful completion letter/Go-Live Certificate from the client/ Certification for project being operational as on date of Bid Submission clearly specifying the number of Transactional Users/FUEs as per ANNEXURE-XX. *The Bidder must provide self-certified ANNEXURE-XX with supporting documents (along with evidence of Go-Live) for each information mentioned in the format.*
4	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least **Two (2)** ERP Projects in last Fifteen (15) years in any **Power/Water/Gas Utility** in India. Each project must have implemented at least Six (6) out of the Eleven (11) of following functions / modules (Modules i to v are mandatory) – i. Finance and Accounting ii. Material & Inventory Management **iii. Human Resource Management including Payroll and ESS** iv. Project Management v. Plant/Asset Maintenance vi. Sales & Distribution vii. Treasury Management viii. Fund Management ix. Environment, Health & Safety x. Business Intelligence/ MIS Reporting xi. Governance, Risk, and Compliance	1) Bidders must provide the Necessary Purchase Order/ LOA/ Work Order/ Contract Agreement. Or, 2) Further, the bidder must provide the successful completion letter/Go-Live Certificate from the client/ Certification for project being operational as on date of Bid Submission clearly specifying the implemented modules **as per ANNEXURE-XX**. *The Bidder must provide self-certified ANNEXURE-XX with supporting documents (along with evidence of Go-Live) for each information mentioned in the format.*
5	**The Bidder should have implemented at least One (1)** SAP ERP solution (only FMS/post Go-Live support shall not be considered) in any **Power/Water/Gas Utility or any Central/State PSU or Govt. Organization** in India during the last fifteen (15) years having minimum turn over more than INR 5000 Crore as on Go-Live date. The proposed projects should include implementation of Finance & Controlling and Material Management Modules.	Bidders must provide the necessary documents such as client's Annual Report/ Letter/Certificate from the Client clearly specifying the turnover/revenue.
6	The Bidder should have successfully completed **implementation/migration of SAP Success Factors (with payroll integration) OR SuccessFactors (integrated with**	Bidders must provide the Necessary Purchase Order/ LOA/ Work Order/ Contract Agreement. Or

Sl. No.	Technical Eligibility Criteria	Supporting Documents
	Payroll) OR SAP Payroll solution covering at least 7500 Employees in any Central/State PSU or Govt. Organization in India during the last fifteen (15) years. The successful completion shall **mean Go-Live of the project**.	Further, the bidder must provide the successful completion letter/Go-Live Certificate from the client/ Certification for project being operational as on date of Bid Submission clearly specifying the number of Payroll Users as per ANNEXURE-XXI: Format for Completion /Go-Live/Operational Status Certificate – Payroll Projects. *The Bidder must provide self-certified ANNEXURE-XXI with supporting documents (along with evidence of Go-Live) for each information mentioned in the format.*
B	**Technical Criteria – Billing System**	
	Eligible Billing Projects shall mean any Turnkey SAP-based Billing Solution Integration project including supply of Hardware/cloud services, Software/ licenses along with installation, configuration, customization, implementation/ Go-Live along with providing FMS / AMC services / System Operation services in - *i. Power sector shall mean projects relating to generation or transmission or distribution of electricity;* *ii. Water sector shall mean projects relating to water distribution or water supply (rural or urban);* *iii. Gas sector shall mean projects relating to natural gas distribution or City Gas Distribution (CGD)*	
	"Affiliate(s)" means an entity that directly or indirectly controls, is controlled by, or is under common control or are members under a common brand with the Bidding Entity.	
7	Bidder must have successfully implemented SAP IS-U or SAP S/4HANA billing solution (only FMS/post Go-Live support project shall not be considered) in any **Power/Water/Gas Distribution Utility** during the last fifteen (15) years **(i) With an aggregate value of Eligible Billing Projects not less than 70% of the Estimated Value; AND** **(ii) With project value of one such Eligible Billing Project not less than 40% of the Estimated Value,** **OR** **Two such Eligible Billing Projects with each having a project value not less than 25% of the Estimated Value.** The successful completion shall **mean Go-Live of the project**. All the projects must have installation, configuration, customization, implementation**/migration**/Roll Out and **may**	1) Bidders must provide the Necessary Purchase Order/ LOA/ Work Order/ Contract Agreement. Or 2) Further, the bidder must provide the successful completion letter/Go-Live Certificate from the client/ Certification for project being operational as on date of Bid Submission clearly specifying the implemented modules as per ANNEXURE-XXII. *The Bidder must provide self-certified ANNEXURE-XXII with supporting documents (along with evidence of Go-Live) for each information mentioned in the format.* *Note 1: In case documents provided under (2) does not certify project cost, Bidder may provide Certificate issued by a practicing Charted Accountant with UDIN showcasing receipt of total payments against the contract.* *Note 2: Only Credentials of the Bidding entity OR holding entity having 100% ownership of the Bidding entity OR*

Sl. No.	Technical Eligibility Criteria	Supporting Documents
	include FMS/post Go-Live support/supply of Hardware/cloud services/Software/ licenses.	*wholly owned subsidiary (100% ownership) of the wholly owned parent (100% ownership) of the Bidding entity OR by an Affiliate of the Bidding Entity* shall be allowed. *Bidders shall be required to provide appropriate documents for proof of ownership or proof of affiliation as necessary.*
8	Bidder must have successfully implemented SAP IS-U/other SAP based billing systems (only FMS/post Go-Live support shall not be considered) in any **Power/Water/Gas Distribution Utility** during the last fifteen (15) years. **The successful completion shall mean Go-Live of the project.**	1) Bidders must provide the Necessary Purchase Order/ LOA/ Work Order/ Contract Agreement. Or Further, the bidder must provide the successful completion letter/Go-Live Certificate from the client/ Certification for project being operational as on date of Bid Submission as per ANNEXURE-XXII. *The Bidder must provide self-certified ANNEXURE-XXII with supporting documents (along with evidence of Go-Live) for each information mentioned in the format.* *Note: Only Credentials of the Bidding entity **OR holding entity having 100% ownership of the Bidding entity OR wholly owned subsidiary (100% ownership) of the wholly owned parent (100% ownership) of the Bidding entity OR by an Affiliate of the Bidding Entity** shall be allowed.* *Bidders shall be required to provide appropriate documents for proof of ownership or proof of affiliation as necessary.*
9	Bidder must have successfully implemented SAP IS-U or S/4 HANA based Utilities billing solution (only FMS/post Go-Live support shall not be considered) in any **Power/Water/Gas Distribution Utility** during the last fifteen (15) years for an aggregate consumer base from a maximum of Four (4) projects of at least **Twenty (20) Lakhs** consumers. The successful completion **shall mean Go-Live of the project**.	1) Bidders must provide the Necessary Purchase Order/ LOA/ Work Order/ Contract Agreement. Or 2) Further, the bidder must provide the successful completion letter/Go-Live Certificate from the client/ Certification for project being operational as on date of Bid Submission clearly specifying the consumer base as per ANNEXURE-XXII.

Sl. No.	Technical Eligibility Criteria	Supporting Documents
		The Bidder must provide self-certified ANNEXURE-XXII with supporting documents (along with evidence of Go-Live) for each information mentioned in the format. *Note: Only Credentials of the Bidding entity OR holding entity having 100% ownership of the Bidding entity OR wholly owned subsidiary (100% ownership) of the wholly owned parent (100% ownership) of the Bidding entity OR by an Affiliate of the Bidding Entity shall be allowed.* *Bidders shall be required to provide appropriate documents for proof of ownership or proof of affiliation as necessary.*
10	Bidder must have implemented at least One (1) **Eligible Project** with any COTS billing solution in any **Power/Water/Gas Distribution Utility** in India.	1) Bidders must provide the Necessary Purchase Order/ LOA/ Work Order/ Contract Agreement. Or 2) Further, the bidder must provide the successful completion letter/Go-Live Certificate from the client/ Certification for project being operational as on date of Bid Submission clearly specifying the consumer base as per ANNEXURE-XXII. *The Bidder must provide self-certified ANNEXURE-XXII with supporting documents (along with evidence of Go-Live) for each information mentioned in the format.* *Note: Only Credentials of the Bidding entity OR holding entity having 100% ownership of the Bidding entity OR wholly owned subsidiary (100% ownership) of the wholly owned parent (100% ownership) of the Bidding entity OR by an Affiliate of the Bidding Entity shall be allowed.* *Bidders shall be required to provide appropriate documents for proof of ownership or proof of affiliation as necessary.*
11	Bidder must have successfully implemented SAP IS-U or S/4 HANA based Utilities billing solution (only FMS/post Go-Live support shall not be considered) in any **Power/Water/Gas Distribution**	1) Bidders must provide the Necessary Purchase Order/ LOA/ Work Order/ Contract Agreement. Or

Sl. No.	Technical Eligibility Criteria	Supporting Documents
	Utility during the last fifteen (15) years. **The successful completion shall mean Go-Live of the project.** The implementation should have covered **at least Four (4) modules (Modules i and ii are MANDATORY)** out of the below mentioned list: i. Metering, Billing & Collection (MBC) ii. New Connection, Disconnection & Reconnection iii. Energy Accounting & Audit iv. Management Information System & Dashboarding v. Customer Relationship Management (CRM) or Customer Care Centre (CC) (New connection, Grievance handling, Updation etc.) vi. Web Portal and Mobile Applications vii. Workforce Management viii. Identity Access Management ix. Document Management System x. Accounting, Ledger, & Banking Reconciliation Statement (BRS) Process xi. Prepaid Module	2) Further, the bidder must provide the successful completion letter/Go-Live Certificate from the client/ Certification for project being operational as on date of Bid Submission clearly specifying the consumer base as per ANNEXURE-XXII. *The Bidder must provide self-certified ANNEXURE-XXII with supporting documents (along with evidence of Go-Live) for each information mentioned in the format.* *Note: Only Credentials of the Bidding entity OR holding entity having 100% ownership of the Bidding entity OR wholly owned subsidiary (100% ownership) of the wholly owned parent (100% ownership) of the Bidding entity OR by an Affiliate of the Bidding Entity shall be allowed.* *Bidders shall be required to provide appropriate documents for proof of ownership or proof of affiliation as necessary.*
12	Bidder should have experience of integrating SAP IS-U or S/4HANA based Utilities Billing solution (only FMS/post Go-Live support project shall not be considered) with at least Four (4) (i & ii are mandatory) out of the below mentioned application list in a single project, in any **Power/Water/Gas Distribution Utility** in the last fifteen (15) years – 1. Payment Gateways 2. AMR/ MDMS/other AMI applications 3. ERP 4. Spot Billing/Prepaid Engine 5. Consumer Portal/Mobile Application 6. GIS 7. Workforce Management 8. Outage Management System 9. SCADA/DMS/ADMS 10. Energy Accounting/Energy Audit 11. SMS/Email Gateways	1) Bidders must provide the Necessary Purchase Order/ LOA/ Work Order/ Contract Agreement. Or 2) Further, the bidder must provide the successful completion letter/Go-Live Certificate from the client/ Certification for project being operational as on date of Bid Submission clearly specifying the consumer base as per ANNEXURE-XXII. *The Bidder must provide self-certified ANNEXURE-XXII with supporting documents (along with evidence of Go-Live) for each information mentioned in the format.* *Note: Only Credentials of the Bidding entity OR holding entity having 100% ownership of the Bidding entity OR wholly owned subsidiary (100% ownership) of the wholly owned parent (100% ownership) of the Bidding*

Sl. No.	Technical Eligibility Criteria	Supporting Documents
	The successful completion shall mean Go-Live of the project.	*entity OR by an Affiliate of the Bidding Entity* shall be allowed. *Bidders shall be required to provide appropriate documents for proof of ownership or proof of affiliation as necessary.*

Appendix – 2:

3.7.16.8.3 Resolution time

Severity Level	Across all offices for the complete solution		
	Maximum time to log the call	Maximum time to restore (For Production environment)	Maximum time to restore (For Non-Production environment)
Very Critical	15 min	3 Hours	3 BH
Critical	15 min	1 Day	1 BD
Urgent	15 min	2 Days	2 BD
High	15 min	3 Days	3 BD
Medium	15 min	4 Days	4 BD
Low	15 min	5 Days	5 BD

Appendix – 3:

Updated ANNEXURE- VIII: BOQ Format

Validate	Print	Help

Item Rate BoQ

Tender Inviting Authority: Chief Engineer, IT Cell

Name of Work: Engagement of Implementation Partner cum System Integrator (IP) for Migration/Conversion of SAP ECC (ERP & ISU) to SAP S/4HANA under SaaS model (RISE) and Integration with Allied SAP System

Tender Notice No: WBSEDCL/IT/118.02/2192   Date: 26th December, 2025

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Engagement of Implementation Partner cum System Integrator (IP) for Migration/Conversion of SAP ECC (ERP & ISU) to SAP S/4HANA under SaaS model (RISE) and Integration with Allied SAP System					
1.01	Migration of ECC (ERP & Billing Solution) and Implementation of Other Allied Systems in SAP S/4HANA	1.000	Lumpsum		0.00	INR Zero Only
1.02	Training	1.000	Lumpsum		0.00	INR Zero Only
1.03	Quarterly Rate for Facility Management Service (FMS) .	12.000	Quarters		0.00	INR Zero Only
1.04	Change Requests (CR)	1000.000	Blended Person Days		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

Rate Entry
Please enter Basic Rate in Rupees for this item.

Clarification of queries received from intending bidders has been given in Annexure-A below:

Annexure – A: Clarifications to Pre-Bid Queries

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
1	NA	NA	General	BIDDER understands that WBSEDCL team is planning for a brownfield system conversion of SAP ERP and SAP IS-U to SAP S/4HANA (and not greenfield implementation). Kindly confirm	This shall be a Brownfield implementation with selective business process reengineering and custom developments done by the selected IP to fulfill all functional requirements as detailed in the FRS. Please see the objective as detailed in the RFP document.
2	3.7.1 Functional Scope and Annexure XXV	Page -70	FRS has been provided (Annexure XXV)	Detailed Functional Requirements Specifications (FRS) for both ERP and IS-U systems have been released for fill-up as part of RFP document. FRS requirements (with details on standard / customization etc.) are primarily applicable for Greenfield implementations. a) It will be helpful for the SI 's if WBSEDCL team can clarify the approach they are looking for, Greenfield implementation of SAP S/4HANA (to transition from existing ERP and ISU systems) or Brownfield system conversion (system will be technically moved to SAP S/4HANA with mandatory innovations). Kindly clarify.	This shall be a Brownfield implementation with selective business process reengineering and custom developments done by the selected IP to fulfill all functional requirements as detailed in the FRS. Please see the objective as detailed in the RFP document.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
3	3.7.1 Functional Scope and Annexure XXV	Page -70	FRS has been provided (Annexure XXV)	b) Assuming that WBSEDCL team is looking for brownfield system conversion for ERP and IS-U systems to SAP S/4HANA, is it required for the SI's to fill-in the FRS and submit them as part of submission. Kindly suggest.	Yes. This is a mandatory document to be submitted by the Bidders.
4	3.7.5.2 Phase II: Business Blueprint	Page-77	As-Is, To-Be study and Gap Analysis Business Solution design / Blueprint	The As -Is & To be study, Gap Analysis will be applicable in the case of a greenfield implementation of SAP S/4HANA as no detailed As-Is and To-Be process mapping is carried out in SAP S/4HANA brownfield conversion. Kindly clarify. (Same query is applicable considering Realization Phase work activities listed in RFP which point towards greenfield implementation of main SAP ERP and ISU systems however Cloud architecture document released along with RFP specifies brownfield conversion for main SAP ERP and SAP ISU systems)	The As-Is Study, To-Be Study, and Gap Analysis documents are required to map the functionalities of the current solution against the solution as proposed by the IP. This is a mandatory deliverable.
5	1.2. Existing Status	Page-8	SAP IS-U: Total data volume is approx. 29 TB for data since end-2013	SAP IS-U database size is quite large (~29 TB). Is WBSEDCL team looking for any data archiving as part of the program. If yes, kindly specify the scope also. Also clarify if Archiving is to be executed for both ERP & ISU systems	Data Archiving for both ERP and IS-U solutions in ECC environment till completion of migration shall be carried out the OEM. The selected IP is required to facilitate/support such activities is requested by WBSEDCL.
6	3.7.1.1 Functional areas	Page-71	Treasury management	a) Has Treasury Management been implemented in current As-Is landscape ? b) Referring SAP BoM, treasury licenses are not there. Request to kindly check c) Kindly suggest if treasury	a) Yes. This is a custom development in the current ERP environment and is used extensively. b) Treasury licenses are not part of the BOM as it is a custom development. c) Yes, this shall be considered within the scope of work of the IP.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
				management needs to be considered during system conversion or for fresh implementation.	
7	3.7.1.1 Functional areas	Page-71	Consumer Portal	For Consumer Portal (being accessed by end consumers): What is the recommendation of SAP (OEM) for consumer portal solution in To-Be landscape as SAP EP portal is being retired. Further, hope adequate licensing on finalized solution have been considered. Kindly confirm.	Solutioning is to be done by the SI based on the licenses available as per the BOM or through customizations as necessary. IP shall ensure that all existing functionalities shall be migrated to the future solution at no additional cost to WBSEDCL.
8	3.7.1.1 Functional areas	Page-71	Consumer Portal	Kindly specify the volumetric for different services / micro-services for consumer portal (E.g., Transactions per minute / second, Peak load, Number of users /Min, No. of concurrent users etc.)	Please refer to details as shared in the RFP.
9	3.7.1.1 Functional areas	Page-71	Consumer Portal	For Consumer Portal (being accessed by end consumers): Is WBSEDCL team looking to implement on SAP BTP or third party solutions can also be proposed for same? (Additional licensing / subscription costs may be applicable in case of third-party solution)	Solutioning is to be done by the IP based on the licenses available as per the BOM or through customizations as necessary. SI shall ensure that all existing functionalities shall be migrated to the future solution at no additional cost to WBSEDCL.
10	3.7.1.1 Functional areas	Page-72	Migration of WBSEDCL Website (currently on Enterprise Portal) to applicable To-Be environment	Are we considering SAP BTP or are also open to third party solutions here (additional licensing / subscription costs may come in that case). Kindly confirm.	Solutioning is to be done by the IP based on the licenses available as per the BOM or through customizations as necessary. SI shall ensure that all existing functionalities shall be migrated to the future solution at no additional cost to WBSEDCL.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
11	3.7.1.1 Functional areas	Page-72	Migration of custom-developed WBSEDCL Portals – o Vendor Registration Portal o Pensioner Portal o Audit Portal o e-Recruitment o Other portals if implemented by WBSEDCL	Our understanding is that these are 3rd party portals (not on SAP landscape) and intent is to interface them with SAP solutions as probably running in As-Is environment. Kindly confirm	The IP shall ensure integration with all non-SAP solutions with the future-state S/4HANA solution while maintaining the functional use case.
12	3.7.4, Reporting	Page-75	"Reporting - Actual number of dashboards and KPIs will be decided during solution design phase and bidder should apply due diligence in assessing the total number of dashboards and KPIs"	Request to kindly put a capping on number of dashboards and KPIs for partner to estimate the work-activities for project delivery.	As per the RFP.
13	NA	NA	NA	SAP BTP Solutions -- Kindly specify that which all BTP runtime environments (E.g., SAP BTP Kyma) have been considered. ?	Please see SAP BOM for Public Cloud for details.
14	NA	NA	NA	Kindly confirm if WBSEDCL team has considered for any SAP Value Added Services (from SAP OEM) for assurance purposes.	This is under consideration by WBSEDCL and shall be communicated to the selected IP.
15	3.7.5.4 Phase IV: Final Preparation / Transition	Page 79	SAP SAC (SAP Analytics Cloud) (SAP SAC mentioned at multiple places in RFP)	Request to kindly elaborate on SAP SAC scope in terms of capping on number of reports / dashboards to be considered for engagement.	As per the RFP. Exact no. of dashboards/reports shall be agreed upon during the Design phase.
16	3.7.5.4 Phase IV: Final Preparation / Transition	Page 79	SAP SAC (SAP Analytics Cloud)	It's usually recommended to have system SAP SAC landscape also (Test and Production). Kindly confirm on number of systems considered in SAP SAC Landscape for WBSEDCL.	Please see SAP BOM for Public Cloud for details.
17	3.7.5.4 Phase IV: Final Preparation / Transition	Page 79	SAP SAC (SAP Analytics Cloud)	Referring SAP BoM shared with RFP, SAP SAC licenses are not explicitly seen. Kindly confirm if those have been considered in BoM under some appropriate head.	SAP BDC licenses cover SAC functionalities as confirmed by the OEM.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
18	3.7.5.6 Phase VI: Stabilization	Page-82	During stabilization test, the IP shall deploy performance measurement tools to establish adherence to desired Standards of Performance.	RISE with SAP environment is being managed by SAP directly and performance is also dependent on number of factors including on hardware and Network etc. Assuming brownfield conversion being expected, kindly elaborate what is expected here?	It is expected that the selected IP shall ensure performance standards from the deployed end-to-end solution including enhancements, custom developments, etc. Performance/SLA related to OEM infrastructure and networking services shall not be under scope of the IP.
19	3.7.9 Resource Deployment	Page 90, 91	10. Business Intelligence & Analytics 20. SAC/Analytics (Both have similar experience set also)	There are separate line items for 'Business Intelligence & Analytics' as well as for 'SAC/ Analytics' though Business Intelligence & Analytics is an umbrella term. Request for clarity if line items are repeated or need to be treated separately as provided in RFP.	The clause shall remain unchanged.
20	Annexure XX111 List of Interfaces	Page 176	Listing interfaces with different interface mechanisms (PI/PO, RFC etc.)	For each of existing interfaces (SAP PO / RFC etc.), kindly share the average and peak message volumes (messages / day & peak volume / hour) along with average and peak data volume per message (KB / MB)	Details of the interfaces shall be shared with the selected IP. Please see the RFP for details.
21	3.7.10.1 Testing	Page 96	Load and Stress Testing	SAP BoM released along with RFP states "SAP Ent Performance Testing by Tricentis". The same needs to be used for load / stress testing. Kindly confirm. Further, can SI partner assume 2 iterations (one after UAT and one after Go-live) of load and stress testing. Kindly confirm	As per the RFP. The exact details and iterations shall be discussed with the selected IP during the Design stage.
22	EC.8. Technical Eligibility:	Technical Eligibility Criteria in Page 35 of Tender Notice Document	One (1) project valued at a minimum of INR 120 Crore	Pl. reduce Rs 120 Crore to Rs 45 Crore for ERP & Rs 80 Crore to Rs 30 Crore for ISU	**Please refer Appendix -1 for revised Technical Eligibility for details**

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
23	ANNEXURE-XXV: Functional Requirements Specifications (FRS)	ANNEXURE- XXV: Functional Requirements Specifications (FRS) in Page 189 of Tender Notice Document	ANNEXURE- XXV: Functional Requirements Specifications (FRS)	Pl. delete ANNEXURE- XXV: Functional Requirements Specifications (FRS). It will lead to confusion and conflict, other than scope creep and schedule slippage during implementation phase	This shall be a Brownfield implementation with selective business process reengineering and custom developments done by the selected IP to fulfil all functional requirements as detailed in the FRS. Please see the objective as detailed in the RFP document.
24	Section: 4 Scope of Work for Migration/Conversion/Implementation of RISE with SAP S/4 HANA Cloud platform and services for IS Utility Billing and ERP under SaaS model and its integration with Allied SAP Systems	3.1 Objective	responsible for configuration, Migration, Conversion, Implementation, integration and deployment of SAP S/4HANA ERP and Billing Solution along with facility management services	Request a confirmation that, bidder can utilize any open source code, beyond SAP provided products and services, to achieve any portion of the Scope of Work specified in the RFP .	Non-SAP/non-proprietary/open-source code and/or solutions may be utilized by the selected SI with prior approval from WBSEDCL. However, all deployments must be in-line with the clean-core principle of the OEM solution, security requirements, and must not be at an additional cost to WBSEDCL.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
25	Section: 4 Scope of Work for Migration/Conversion/Implementation of RISE with SAP S/4 HANA Cloud platform and services for IS Utility Billing and ERP under SaaS model and its integration with Allied SAP Systems	Clause # 3.2 (Limit of Contract) in Page 69	It shall be responsibility of the bidder to include all hardware, software components, modules, tools and services, whether specified or otherwise,	Pl. delete " It shall be responsibility of the bidder to include all hardware, software components, modules, tools and services, whether specified or otherwise". Implementation will entirely be on what has been procured by WBSEDCL from SAP.	The bidders are expected to provide the solution within the scope of the BOM as attached alongside. Any additional hardware/software required by the Bidder shall be at their own cost. The clause shall remain unchanged.
26	Section: 4 Scope of Work	3.4 Project Location	The Project shall be implemented and supported from WBSEDCL's Corporate office at IT Cell,	Pl. add/ change this clause to " Implementation team will work from Offshore delivery center of respective vendor premises . The connectivity and access of the RISE environment to the Implementation team will be arranged by WBSEDCL in liaison with SAP. Cost of the bandwidth connectivity needs to be added in the Price sheet by the bidder for the entire duration of the contract "	The bidders are expected to meet the minimum resource deployment requirements as per 3.7.9 (page 88) of the RFP. The clause shall remain unchanged.
27	Section: 4 Scope of Work	3.7.1.1 Functional areas	Renovation and Modernization (PM)	Pl. provide details of " Renovation and Modernization (PM)" as it may lead to scope creep and schedule slippage , which may lead to additional cost for the bidder	Please refer to the FRS for details.
28	Section: 4 Scope of Work	3.7.1.1 Functional areas	Generation planning for Hydro Power plants	Pl. provide details of " Generation planning for Hydro Power plants" including SAP modules procured to cater to this need as it may lead to scope creep and schedule slippage ,	Please refer to the FRS for details.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
				which may lead to additional cost for the bidder	
29	Section: 4 Scope of Work	3.7.1.1 Functional areas	Power Procurement	Pl. provide details of SAP products and services procured to deploy SAP standard solution for " Power Procurement " to prevent complications in future while SAP enforces Clean Core on WBSEDCL for this functionality.	This shall be a Brownfield implementation with selective business process reengineering and custom developments done by the selected IP to fulfil all functional requirements as detailed in the FRS. Please refer to the Public Cloud BOM, Private Cloud BOM, and FRS for details.
30	Section: 4 Scope of Work	3.7.1.1 Functional areas	Common functionalities	Please delete monitoring of SAP Cloud Infrastructure, and other managed services, as SAP is owner and hence is responsible to ensure the SLA committed to WBSEDCL. It will lead to conflict, if there are 2 sources of data w.r.t Cloud Infrastructure, and other managed services being maintained by SAP	The selected SI shall be responsible for monitoring of the Cloud infrastructure as per monitoring tools provided by the OEM. The clause shall remain unchanged.
31	Section: 4 Scope of Work	3.7.2 Statutory Compliance Scope	IP shall provide software update	Pl. delete IP shall provide software update, as SAP will provide the same	The selected IP shall be responsible for implementation of the software patches/updates as provided by the OEM and as agreed with WBSEDCL. The clause shall remain unchanged.
32	Section: 4 Scope of Work	3.7.2 Statutory Compliance Scope	IP shall provide software update, Migration/Conversion/Implementation, support, and related services without any additional cost to WBSEDCL within the time period acceptable to WBSEDCL.	Pl. confirm that IP will be given additional cost viz. Commercial CR based on jointly agreed man-day rate for version upgrade.	The clause shall remain unchanged.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
33	Section: 4 Scope of Work	3.7.2 Statutory Compliance Scope	Any delay by IP in providing such update and related services shall be considered as default of contractual obligations of IP and appropriate terms & conditions of the contract shall be applied.	Pl. delete this cause.	The clause shall remain unchanged.
34	Section: 4 Scope of Work	3.7.3 Geographical Scope	List of Zonal Offices, Regional Offices, Divisions and Customer Care Centers are as per Annexure-XIII	Is Substations out of scope?	The scope of the project shall cover all WBSEDCL offices as informed by WBSEDCL.
35	Section: 4 Scope of Work	3.7.3 Geographical Scope	It may be noted that any new power distribution or generation project/unit owned by WBSEDCL if commissioned or becomes operational during contract period shall also be considered as part of this project for Migration/ Conversion/ Implementation of SAP S/4HANA ERP and Billing Solution.	Pl. consider this for additional Commercial Change Request, as effort for implementation is high, esp. post Go Live after Brownfield	It is expected that any new distribution/generation/hydro project shall follow existing functionalities as covered under the FRS. The Bidder must cover this without any CR. Scope of new functionalities (if any) shall be mutually discussed and agreed between the IP and WBSEDCL.
36	Section: 4 Scope of Work	3.7.4 Reporting	shall not be considered as Change Requests (CRs) attracting any additional commercial implication.	Pl. delete " not " , as this is an open ended considerable risk, which can have considerable adverse financial implications w.r.t resource deployment cost as volume is unspecified by WBSEDCL.	The clause shall remain unchanged.
37	Section: 4 Scope of Work	3.7.4 Reporting	the name of the log-in user who made the change and the node/ terminal from which the change was made	Pl. confirm that WBSEDCL will provide adequate number of licenses for log in users to ensure adherence. Pl. delete " node/ terminal, as majority work will be done from Offshore location of IP" , and such tracking facility may be a challenge to provide, as being part of the infrastructure of the IP	WBSEDCL will ensure adequate named/concurrent user licenses. Audit trail will be maintained at user and source IP/host level; the 'node/terminal' wording is to be read as logical source identification.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
38	Section: 4 Scope of Work	3.7.4 Reporting	Custom reports need to be developed	Pl. let us know the WBSEDCL roadmap or timeline for 100% shift to Clean Core, to prevent SAP software update issues once deployed in RISE	Please see project timeline and objective for details.
39	Section: 4 Scope of Work	3.7.4 Reporting	the SI is required to train WBSEDCL's team members on the methodology of building custom reports and analytical reports	Pl. consider this for additional Commercial Change Request, as effort for training is very high.	Training of WBSEDCL personnel is covered under the Training scope (clause 3.7.11). The clause shall remain unchanged.
40	Section: 4 Scope of Work	3.7.5.1 Phase I: Project Preparation / Inception. :	Site Survey	Pl. confirm if IP can work from its own offshore office.	The bidders are expected to meet the minimum resource deployment requirements as per 3.7.9 (page 88) of the RFP. The clause shall remain unchanged.
41	Section: 4 Scope of Work	3.7.5.2 Phase II: Business Blueprint	& As-Is, To-Be study and Gap Analysis	Pl. confirm if in case these activities and (1 example had been put forward over in this query viz Blueprint) specified in RFP are not COMPUSORILY required to be performed and submitted as Deliverables , e.g. in case such activities are NOT applicable for Brownfield . This is important, as there will be gaps in proposed deliverables in the RFP . Our pre-bid query are applicable for all phases from As Is to Final Preparation, as these are not fully applicable, if WBSEDCL opt for Brownfield, as specified in the Architecture document in the RFP	The clause shall remain unchanged.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
42	Section: 4 Scope of Work	3.7.5.4 Phase IV: Final Preparation / Transition	The IP shall coordinate with M/s SAP for the Pre-Go-Live check	Pl. let us know the phases, wherein IP needs to coordinate with SAP, since it will be dependent on the methodology finally approved by WBSEDCL, as milestone of implementation (whether IP needs to coordinate with SAP) will change based on whether WBSEDCL opts for Brownfield or Greenfield for ECC & ISU	WBSEDCL shall facilitate coordination with the OEM and the selected IP. This shall be a Brownfield project with business process reengineering and custom developments required to cover existing functionalities in the current ECC solution.
43	Section: 4 Scope of Work	3.7.5.5 Phase V: Go-Live/Production	After Go-Live, IP should ensure vigilant monitoring on the performance of the system, growth of the database and system logs to detect the system level issues very early and provide quick resolution and preventive options.	Pl. let us know, if there is no SLA provision in the RISE environment provided by SAP , as WBSEDCL should be able to penalize if SAP cannot adhere to the stipulated performance benchmark committed by SAP in the contract with WBSEDCL	The IP shall be responsible for the monitoring of the SLAs as attributable to the OEM and the OEM supplied deliverables (i.e. Cloud, network, infrastructure, etc.) and shall report breaches to WBSEDCL. The monitoring shall be done via OEM-provided tools.
44	Section: 4 Scope of Work	3.7.7 Security	The IP shall ensure to incorporate any advisories / recommendations pertaining to cyber security like CEA (Cyber Security in Power Sector) Guidelines 2021 or any amendment from time to time etc.	Pl. delete as it is entirely SAP responsibility	Scope purely attributable to the IP shall have to be incorporated by the IP.
45	Section: 4 Scope of Work	3.7.8 Timelines	Bidder is required to meet the overall timelines of the project (end-to-end implementation) i.e., 18 months from the effective date.	Pl. add " in joint conjunction with WBSEDCL and SAP , as WBSEDCL & SAP are the 2 dependencies which IP will have " . Hence, LD cannot be imposed , if IP documents delay due to dependency on other parties e.g. SAP or WBSEDCL or other 3rd party.	The clause shall remain unchanged.
46	Section: 4 Scope of Work	3.7.9 Resource Deployment	3.7.9.1 Deployment of Resources During Implementation & Stabilization Phase	SAP certification description differs from the specified modules. WBSEDCL needs to consider the same while considering certification provided	The clause shall remain unchanged.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
47	Section: 4 Scope of Work	3.7.9 Resource Deployment	One for each module	Interpretation may differ. Hence requesting WBSEDCL to provide the names of the modules , as there is no formal module name in SAP , and is based on business use, and hence grossly affected interpretation	Indicative module areas include : FI/CO, MM, SD, PS/IM, PM, HCM/Payroll, IS-U (Device, Billing, FICA, CRM processes), ABAP/Fiori, BTP/Integration, Basis/Security.
48	Section: 1 Instruction to Bidders (IB) & Section 4 Scope of Work for Migration/Conversion/Implementation of RISE with SAP S/4 HANA Cloud platform and services for IS Utility Billing and ERP under SaaS model and its integration with Allied SAP Systems	IB.22.4 at pg#30 and 3.7.6.3 at pg#85	IP shall be required to deploy resources and provide onsite support during 9.30 AM to 5.30 PM during all working days of WBSEDCL. Further, remote support needs to be provided in case of emergency or non-working hours.	Tender mentions 24x7 support during contract period (Ref: IB.22.4). Please confirm the detailed service window/coverage model for BASIS under O&M for PRD and non-PRD systems (including on-call vs dedicated staffing), and specify which BASIS activities are covered within 24x7 vs business hours.	**Please see amendment for details.**
49	Section 4 Scope of Work for Migration/Conversion/Implementation of RISE with SAP S/4 HANA Cloud platform and services for IS Utility Billing	3.7.7&86		Please provide a RACI for security-related BASIS responsibilities: Security baseline compliance, audit logging, privileged access handling, vulnerability remediation coordination, and security incident support, distinguishing SAP (RISE / Enterprise Cloud Services) responsibilities from bidder/WBSEDCL.	The same shall be prepared by the IP in consultation with the OEM and WBSEDCL.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
	and ERP under SaaS model and its integration with Allied SAP Systems				
50	Section 4 Scope of Work for Migration/Conversion/Implementation of RISE with SAP S/4 HANA Cloud platform and services for IS Utility Billing and ERP under SaaS model and its integration with Allied SAP Systems	3.7.16.8.3 &111	Business working hours (BH)- 9.30 Hrs. to 17.30 Hrs.,	If business hours is mentioned as "9.30 Hrs. to 17.30 Hrs." and support is to be provided 24x7, how will the Incident SLA clock be measured?	**Please refer Appendix -2 for revised Resolution time**
51	Section: 1 Instruction to Bidders (IB)	IB.9.7.5 & page # 25	During bidding of reverse auction, at each step bidder shall not be able to quote less than the seal price applicable at the time of bidding which is calculated as "The price equal to 10% of last bid value minus rate of decrement."	Request explain for better understanding if possible with example for - " During bidding of reverse auction, at each step bidder shall not be able to quote less than the seal price applicable at the time of bidding which is calculated as "The price equal to 10% of last bid value minus rate of decrement."	**Please see amendment for details.**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
52	Section: 2 Eligibility & Qualification Criteria (EC)	EC.8. A 1 & page # 35	The Bidder should have implemented SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) in any Power Distribution Utility in India during the last fifteen (15) years, meeting any one of the following criteria: • One (1) project valued at a minimum of INR 120 Crore, OR • Two (2) projects, each valued at a minimum of INR 60 Crore, OR • Four (4) projects, each valued at a minimum of INR 30 Crore The successful completion shall include at least one-year FMS subsequent to Go-Live All the projects must have configuration, customization, implementation, Roll Out and providing FMS/ post Go-Live support and may include supply and installation of Hardware/cloud services/Software/ licenses.	WBSEDCL requires credentials of value Rs 200 Cr (120+80) against the tender having estimated project cost of Rs 75 cr only . BIDDER is making a plea to WBSEDCL to consider the project value of 75 Cr (ERP-45 Cr + ISU-30 Cr= 75 Cr) in the Technical Qualification criteria keeping the ratio between ERP and ISU same as per the RFP.	**Please refer Appendix -1 for revised Technical Eligibility for details**
53	Section: 2 Eligibility & Qualification Criteria (EC)	EC.8. A 5 & page # 36	No. of implemented SAP ERP solution (only FMS/post Go-Live support shall not be considered) in any Power Distribution Utility in India during the last fifteen (15) years having minimum turn over more than INR 5000 Crore as on Go-Live date. The proposed projects should include implementation of Finance & Controlling and Material Management Modules.	The Tender is not based on QCBS bidding, hence 1 Credential is sufficient for proof of experience & hence pl covey to request for at least 1 for no's of No. of implemented SAP ERP solution (only FMS/post Go-Live support shall not be considered) in any Power Distribution Utility in India during the last fifteen (15) years having minimum turn over more than INR 5000 Crore as on Go-Live date.	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
54	Section: 2 Eligibility & Qualification Criteria (EC)	EC.8. A6 & page # 37	The Bidder should have successfully completed implementation of SAP (including Success Factors) Payroll solution covering at least 7500 Employees in any Central/State PSU or Govt. Organization in India during the last fifteen (15) years. The successful completion shall include at least two (2) years FMS subsequent to Go-Live.	WBSEDCL is requested to confirm that it is Success Factor OR Payroll solution covering at least 7500 Employees in any Central/State PSU or Govt.	**Please refer Appendix -1 for revised Technical Eligibility for details**
55	Section: 4 Scope of Work for Migration/Co nversion/Impl ementation of RISE with SAP S/4 HANA Cloud platform and services for IS Utility Billing and ERP under SaaS model and its integration with Allied SAP Systems	3.7.5.6 & page # 82	Stabilization Test • The Stabilization Tests shall be conducted for the SAP S/4HANA ERP and Billing Solution after successful enterprise Go-live period. The test shall be conducted for ascertaining Response Time Performance and Availability Performance criteria as defined in Section 4, Clause 3.7.15 for minimum twenty-one (21) calendar days continuously.	WBSEDCL needs to appreciate that in a RISE with SAP system, responsibilities for Response Time Performance and Availability Performance are shared, but generally, SAP manages the technical platform while the customer manages application-level factors. Hence the performance of the system cannot be the sole responsibility of the selected SI. The selected SI can make an endeavor to collaborate with the OEM and raise incidents in time in the SAP for Me portal for timely solutions of system performance issue. So, the penalty clauses solely on the SI provided in this section need to be reviewed and removed.	The clause shall remain unchanged.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
56	Section: 4 Scope of Work for Migration/Conversion/Implementation of RISE with SAP S/4 HANA Cloud platform and services for IS Utility Billing and ERP under SaaS model and its integration with Allied SAP Systems	3.7.6.1 & page # 84	3.7.6.1 Help Desk Activities During the support period, the IP shall be required to provide support to WBSEDCL users through the use of the WBSEDCL CA Helpdesk tool, or an SAP recommended helpdesk tool, or any other third-party tool as agreed between WBSEDCL and the IP.	Who will bear the cost of SAP recommended helpdesk tool, or any other third-party tool that will be procured?	All project related tickets/incidents shall be logged and tracked via the WBSEDCL-provided CA Helpdesk tool. Incidents/Tickets relevant to SAP scope of supply and services shall be tracked via the SAP recommended Helpdesk tool.
57	Section: 4 Scope of Work for Migration/Conversion/Implementation of RISE with SAP S/4 HANA Cloud platform and services for IS Utility Billing and ERP under SaaS model and its integration with Allied SAP Systems	3.7.16.12 & page # 115	3.7.16.12 Exclusions The bidder shall be exempted from any non-adherence to SLAs under the following conditions: 1. Force Majeure. 2. Delay due to WBSEDCL	Bidder should also be exempted from any non-adherence to SLAs due to delay by SAP to provide solution on any Case raised to them.	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
58	Section: 4 Scope of Work for Migration/Co nversion/Impl ementation of RISE with SAP S/4 HANA Cloud platform and services for IS Utility Billing and ERP under SaaS model and its integration with Allied SAP Systems	3.7.9.2 & page # 93	3.7.9.2 Deployment of Resources During Post Go-Live O&M Support Phase Resource deployment during the three-year support period shall include both on-site and off-site mode of deployment. IP shall deploy the Project Manager, Technical & Functional Experts and Other Support Staff during the 3-year O&M support Phase. The deployed resources shall work from Monday to Friday as per WBSEDCL business hours.	WBSEDCL is requested to confirm that the resources who would be deployed for the Implementation Project can be engaged during Post GO Live support.	The bidders are expected to meet the minimum resource deployment requirements as per 3.7.9 (page 88) of the RFP. The clause shall remain unchanged.
59	Section 4: Scope of Work (Migration to RISE with SAP)	Objective; IB.6 / Key Informatio n; Pages 11–12	OEM licenses for RISE with SAP S/4HANA Cloud (ERP & IS-U) have been directly procured by WBSEDCL. Migration of PI/PO to BTP Integration Suite is in scope.	Please confirm the target middleware: Is SAP BTP Integration Suite (Cloud Integration) the mandated target for all interfaces currently running on SAP PO 7.5? If hybrid is allowed, specify which integrations will remain on-prem.	SAP BTP Integration Suite has been considered as the middleware for integrations as a part of the OEM BOM. Hybrid approaches (if any) shall have to be proposed by the IP and mutually agreed with WBSEDCL during the Design phase.
60	Section 1: Existing Status (Middleware & Portal)	1.2 Existing Status; Tables 2–3; Pages 6–10	Landscape lists SAP EP 7.5 and SAP PO 7.5 (on-prem) across DC/DR; EP hosts corporate web site; PO is integration backbone.	Will all the SAP EP services be migrated to SAP BTP or retained? If migrated, please share scope (sites/apps), authentication, and timeline dependencies with Integration Suite rollout.	The integration approach shall be proposed by the IP and mutually agreed with WBSEDCL during the Design phase.
61	Section 4: Data & Message Retention / Security	3.7.10.2 Data Migration; 3.7.16.8.3 Resolution time; Pages 96, 111	Data migration and SLA sections define retention/SLAs but do not specify middleware message retention/archival.	Please clarify default and required message payload retention in BTP Cloud Integration, any archiving requirements, and whether external object storage (e.g., SAP BTP Object Store) will be provided.	Please refer to the Cloud Architecture document for details.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
62	Section 4: Connectivity to On-Prem Systems	3.7.12 Integration Scope; Section 1.2 Existing Status; Pages ~102, 6–10	WBSEDCL has on-prem systems (SFTP servers, Oracle CRM, etc.). Cloud Connector use is not explicitly stated.	Will SAP Cloud Connector be used for secure connectivity to on-prem systems that are not being migrated? If yes, please provide network zones/DC details and whitelisting process.	Please refer to the Cloud Architecture document for details.
63	Section 4: BTP Tenancy & Licensing	Key Information; Section 4 overall; Pages 12, 68–108	RISE with SAP BoM is published; however BTP Integration Suite licensing parameters (messages/month, connections) are not detailed in it.	Kindly share BTP Integration Suite licensing model (SKU, entitlements like messages/month, number of connections), and confirm the number of subaccounts/tenants (e.g., DEV/QA/PRD).	The BTP Integration Suite sizing has been done by the OEM based on current system conditions. Further details shall be shared with the selected IP during the Design phase.
64	Section 4: Monitoring & Operations (SLA)	3.7.16 SLA; Annexure-XII; Pages 108–116, 142	SLAs are defined for applications, but middleware operations KPIs (queue backlog, failed messages, retry policy) aren't explicit.	Please include CPI-specific operational KPIs in SLA (message success rate, MTTR for failed iFlows, alerting/notification), and confirm tooling (SAP APM/Cloud ALM) for monitoring.	The clause shall remain unchanged.
65	Section 4: Cutover & Coexistence	3.7.5.4 Final Preparation/Transition; 3.7.5.5 Go-Live; Pages 79–80	Transition and Go-Live phases are defined; coexistence of PO and CPI during migration not detailed.	Please confirm if a phased coexistence strategy (PO & CPI running in parallel) is acceptable, and define cutover window and rollback plan for critical interfaces (e.g., billing, banking files).	The integration approach shall be proposed by the IP and mutually agreed with WBSEDCL during the Design phase.
66	Excel- Functional Requirements Specification for IS-U	MBC_BL_138	The system should provide the monthly ledger of the assessment and realization.	This is already generated for each of the consumer. Is it different from current process?	Please see SAP Readiness Check and Custom Code documents for customizations (if any).

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
67	Excel- Functional Requirements Specification for IS-U	MBC_ELM _142	The system shall have provision of lead processing - workflow and life cycle tracking for: - Assessment billing - Public Hearing and bill revision - Payment and Settlement - Escalation & Legal proceedings - Recovery of installments - Case closure	Public hearing and bill revision, it is depend on archive process, so do we have any extraction plan from archived process?	This is existing functionality and shall be defined during the Design phase.
68	Excel- Functional Requirements Specification for IS-U	MBC_CL_ 175	The system should have provision for treating meters as asset in ARR (may be treated as consumable material in other books of accounts).	More detail required	This is existing functionality and shall be defined during the Design phase.
69	Section 1.2 – Existing Status & Section 4 – Scope of Work for Migration/Co nversion	Section 1.2 (Pages 8–9) & Section 2 – Objective of the NIT (Page 11)	As per the tender document, the SAP IS-U system has a total data volume of approximately 29 TB (data since end-2013) with continuous monthly growth, and the project scope mandates Brownfield migration/conversion of the existing SAP ECC IS-U landscape to SAP S/4HANA under the RISE model, while ensuring statutory billing and invoicing data retention.	Considering the stated IS-U data volume (~29 TB) and the Brownfield ECC to S/4HANA conversion approach under RISE, please clarify whether IS-U data archiving activities (including archiving strategy definition, configuration, execution, and validation using ILM / Archive & Document Access) are expected to be performed by the Implementation Partner or by SAP as part of RISE services.	Data Archiving for both ERP and IS-U solutions in ECC environment till completion of migration shall be carried out the OEM. The selected IP is required to facilitate/support such activities is requested by WBSEDCL.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
70	Section 4 – Scope of Work (Post Go-Live O&M / FMS) & SAP Cloud Architecture for WBSEDCL	Section 4 – Scope of Work; Clause 3.7.6 – Annual O&M Support Scope and Clause 3.7.9.2 – Deployme nt of Resources During Post Go-Live O&M Support Phase; SAP Cloud Architectu re – Technical Stack: Release Manageme nt Responsib ilities, Page 31	The tender document defines Post Go-Live O&M / FMS support responsibilities for the selected bidder, while the SAP Cloud Architecture outlines a shared responsibility model wherein SAP is responsible for the technical installation of application, database, operating system and platform-level updates.	Based on the defined Post Go-Live O&M / FMS scope and the shared responsibility model, please clarify the Segregation of Duties (SoD) between SAP (RISE services) and the Implementation Partner for SAP systems under project scope (including SAP IS-U) during FMS, covering system administration, transport management, background job scheduling, system and interface monitoring, incident and change management, and operational responsibilities during SAP-managed application-level technical upgrades (such as S/4HANA SPS/FPS, kernel upgrades and add-on support packages), including upgrade planning, downtime coordination, pre- and post-upgrade validation, and post-upgrade stabilization.	RASI Matrix for post Go-Live support activities shall be shared by the IP by mutual discussion and agreement with WBSEDCL.
71	SAP Cloud Architecture for WBSEDCL – Disaster Recovery	Disaster Recovery Testing (Offline) – Default – Page 14	As per the SAP Cloud Architecture for WBSEDCL, one offline Disaster Recovery (DR) drill per year is included as a standard offering under the RISE model. The process describes SAP-led shutdown of the Primary system, enablement of the Secondary system for customer validation, and subsequent DR rebuild and replication enablement.	Based on the defined DR testing process, please clarify the role and responsibilities of the Implementation Partner during DR testing for the SAP IS-U system under FMS, including coordination with SAP, application-level validation, business handover support, issue resolution during the DR window, and post-DR stabilization activities	RASI Matrix for DR drill activities shall be shared by the IP by mutual discussion and agreement with WBSEDCL.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
72	SAP Cloud Architecture for WBSEDCL – Backup & Recovery	Standard Backup Policies, Page 15	As per the SAP Cloud Architecture for WBSEDCL, standardized backup policies are defined for Production and Non-Production systems under the RISE model, including backup frequency, retention, log backup behavior, and backup replication.	Based on the defined backup policies, please clarify the roles and responsibilities during restore operations for SAP systems under the project scope (including SAP IS-U) under FMS, including initiation of database or file system restore requests, point-in-time recovery, application-level validation post restore, and coordination between SAP (RISE services) and the Implementation Partner.	RASI Matrix for backup and restoration activities shall be shared by the IP by mutual discussion and agreement with WBSEDCL.
73	3.7.1.1 Functional areas , Migration of custom-developed WBSEDCL Portals	Implement ation Scope / Common functionali ties , Page - 72	Migration of custom-developed WBSEDCL Portals --- This requirement pointing towards entire non SAP portal solutions into SAP landscape	All the following portals are developed / implemented using non SAP platform. Whether these platforms are to be redesigned / reimplemented or the scope is to migrate the data provider (either RFC / Web APIs) from existing ECC landscape to S4 landscape Vendor Registration Portal o Pensioner Portal o Audit Portal o e-Recruitment o Other portals if implemented by WBSEDCL	The IP shall ensure integration with all non-SAP solutions with the future-state S/4HANA solution while maintaining the functional use case.
74	3.7.1.1 Functional areas , Integration with WBSEDCL legacy LDAP solution for roles and user authentication and authorization	Implement ation Scope / Common Functional ities, Page - 72	Integration with WBSEDCL legacy LDAP solution for roles and user authentication and authorization -- This pointing towards integration of non SAP product LDAP with S4 Landscape	Bidder are assuming that the existing IBM tivoli LDAP 6.3 version will remain active in on-premise data center in "To-Be" S4 platform (Cloud) and the expectation is any authentication request from S4 landscape needs to be validated from the above-mentioned LDAP?	The functionality for LDAP shall be discussed with the successful bidder.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
75	3.7.5.5 , Phase V: Go-Live/Producti on	The IP shall use existing CA helpdesk solution , Page - 81	The IP shall use existing CA helpdesk solution --- Meaning there is a licensed product in place hence bidder will maintain the helpdesk and use it but no licensing cost attached ?	Bidder assume that the licensing cost of the existing on-premise helpdesk tool usage (provided by CA) will be out of scope from bidder perspective? This helpdesk has authentication dependency on on premise LDAP kept in Data Center. Hence it is recommended by WBSEDCL to use the existing on-premise CA Helpdesk tool for ease of end user usage & to avoid authentication issues (Cloud to Data Center Connectivity failure) ?	Scope of CA Helpdesk is out of Bidder's scope.
76	GTC.13. Terms of payment	GTC.13.5. Payment milestones for the implement ation and stabilizatio n period, Page-55	Payment Milestone defined similar to an implementation Project	No Payment milestone against major deliveries like Test Migration, Module Testing , Code remediation, Final Migration/Conversion etc.	The clause shall remain unchanged.
77	3.7 Implementatio n Scope	3.7.1 Functional Scope, Page -70	WBSEDCL may opt to implement any available standard SAP functionalities beyond those covered in the FRS, which shall be treated as within scope and at no additional cost. WBSEDCL shall decide on these additional functionalities before finalization of Solution design document/Business Blueprint (BBP).		Functionalities either supported by the existing solution or considered as Standard by the OEM for the To-Be solution as per the BOM shall not be considered as CR.
78	Change Requests and Control Procedure	GTC.15. Change Requests and Control Procedure , Page-58	Any requirement or new change proposed by WBSEDCL due to introduction of statutory requirements introduced by law statutes in India or through Gazette Notification shall not bear any additional commercial on WBSEDCL irrespective of effort		The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			involved in its implementation and shall be completed as per prescribed timeline		
79	3.7 Implementatio n Scope	3.7.5.2 Phase II: Business Blueprint, Functional training ,Page -78	After training, IP shall incorporate process & reporting suggestions provided by nodal officers/core team in business requirement.		Please see Training scope as detailed in the RFP for details.
80	3.7.9 Resource Deployment	3.7.9.1 Deployme nt of Resources During Implement ation & Stabilizati on Phase Page No: 90	Sl. No. 11: Industry Solution Utilities (Device) • 1 End-to-End SAP Billing Solution project (Business Blueprint (BBP) to module Go-live) • Experience of more than 6 years in SAP consulting domain • Relevant SAP Certification for the module	Bidder request to remove Relevant SAP Certification for the module from the experience column.	**Please see amendment for details.**
81	3.7.9 Resource Deployment	3.7.9.1 Deployme nt of Resources During Implement ation & Stabilizati on Phase Page No: 90	Sl. No. 12: Industry Solution Utilities (Billing) • 1 End-to-End SAP Billing Solution project (Business Blueprint (BBP) to module Go-live) • Experience of more than 6 years in SAP consulting domain • Relevant SAP Certification for the module	Bidder request to remove Relevant SAP Certification for the module from the experience column.	**Please see amendment for details.**

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
82	3.7.9 Resource Deployment	3.7.9.1 Deployment of Resources During Implementation & Stabilization Phase Page No: 90	Sl. No. 13: Industry Solution Utilities (FICA) • 1 End-to-End SAP Billing Solution project (Business Blueprint (BBP) to module Go-live) • Experience of more than 6 years in SAP consulting domain • Relevant SAP Certification for the module	Bidder request to remove Relevant SAP Certification for the module from the experience column.	**Please see amendment for details.**
83	3.7.9 Resource Deployment	3.7.9.1 Deployment of Resources During Implementation & Stabilization Phase 3.7.9.2 Deployment of Resources During Post Go-Live O&M Support Phase Page No: 88/93		Bidder request to please change and confirm if same resource can be utilized during Implementation & Stabilization Phase and during Post Go-Live O&M Support Phase.	The bidders are expected to meet the minimum resource deployment requirements as per 3.7.9 (page 88) of the RFP. The clause shall remain unchanged.
84	3.7.9 Resource Deployment	3.7.9.2 Deployment of Resources During Post Go-Live O&M Support Phase	Sl. No. 3: Technical Consultants for all modules implemented in WBSEDCL as a part of this project	Bidder request to please change technical consultant to ABAP consultant.	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
		Page No: 93			
85	3.7.9 Resource Deployment	3.7.9.2 Deployme nt of Resources During Post Go-Live O&M Support Phase Page No: 94	Sl. No.5: ABAP and Fiori Consultants	Bidder request to please change the ABAP & FIORI consultant to FIORI consultant.	The clause shall remain unchanged.
86	ANNEXURE-XVII: Format of CURRICULUM VITAE (CV)	D. Format of CURRICU LUM VITAE (CV)-- SME (Subject Matter Expert) (Basis, ABAP, Finance and Controllin g (FICO), Material Manageme nt (MM),Sale		CV serial no.: Format-5 seems to be duplicate of Format 4. Also, there is no CV format for SAP ISU Modules and Mobile Application Expert as mentioned in Resource Deployment clause in page no. 88-93. Bidder request to share the CV format for SAP ISU Modules and Mobile Application Expert.	**Please see amendment for details.**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
		s and Distributio n (SD), Project System (PS) & Investmen t Manageme nt (IM), Plant Maintenan ce (PM), Human Capital Manageme nt (HCM) & Payroll, Workflow , Enterprise Portal (EP), Fund Manageme nt (FM)), K3 Page No: 166/168			
87	GENERIC	NA	NA	Request please confirm whether bidder's response will be disqualified if there is non-SAP component e.g. open source code is used in the implementation of the solution for any functionality required in the Scope of Work in the RFP.	Solutioning is to be done by the IP based on the licenses available as per the BOM or through customizations as necessary. SI shall ensure that all existing functionalities shall be migrated to the future solution at no additional cost to WBSEDCL.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
88	GENERIC	NA	NA	Please confirm whether Bidder can provide 1 or more options (SAP or Non-SAP) for Technical Solution to be submitted as part of the bid.	Solutioning is to be done by the IP based on the licenses available as per the BOM or through customizations as necessary. SI shall ensure that all existing functionalities shall be migrated to the future solution at no additional cost to WBSEDCL.
89	GTC. 3 Risk Purchase	Page 41	Completion time stipulated shall be deemed to be the essence of the contract and if the successful bidder fails to provide the services within the stipulated time , the purchaser (WBSEDCL) shall be entitled to purchase such consignment and if not available the best and nearest available substitute elsewhere on the account and at the risk of the Vendor or to cancel the contract and the **Vendor shall be liable to compensate for any loss or damage which the purchaser (WBSEDCL) may sustain by reason of such failure on the part of the supplier**. Recovery shall be made from the outstanding bills and/or through encashment of any Bank guarantee of the Vendor lying/ to be lying with WBSEDCL.	Completion time stipulated shall be deemed to be the essence of the contract and if the successful bidder fails to provide the services within the ~~stipulated~~ agreed time , the purchaser (WBSEDCL) shall be entitled to purchase such consignment and if not available the best and nearest available substitute elsewhere on the account and at the risk of the Vendor provided such excess cost payable by the purchaser shall not exceed five (5%) percent of the cost for the relevant goods/services which otherwise would have been payable by the purchaser to the Bidder under this contract for such failed deliverable. or to cancel the contract and the Vendor shall not be liable to compensate for any loss or damage which the purchaser (WBSEDCL) may sustain by reason of such failure on the part of the supplier. Recovery of excess cost not exceeding the percentage as mentioned above shall be made from the outstanding bills and/or through encashment of any Bank guarantee of the Vendor lying/ to be lying with WBSEDCL.	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
90	GTC. 4	Limitation of Liability	Except in cases of gross negligence or shallful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the solutions, with respect to patent infringement.	Neither party shall be liable to the other for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs. Except in cases of gross negligence or shallful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the solutions, with respect to patent infringement.	**Please see amendment for details.**
91	14	SLA and Liquidated damages	GTC.14.4. Except in case of Force Majeure or where the delay in delivery of the Solution is caused due to any delay or default of WBSEDCL if the delivery, site installation, integration, and operationalization of ERP & Billing System is delayed by more than 1 (ONE) month from the date as mentioned in the Contract the IP shall be liable to pay liquidated damages as per the rates specified under Section 4, Clause 3.7.15.	GTC.14.4. Except in case of Force Majeure or where the delay in delivery of the Solution is caused due to any delay or default of WBSEDCL if the delivery, site installation, integration, and operationalization of ERP & Billing System is delayed by more than 1 (ONE) month from the date as mentioned in the Contract the IP shall be liable to pay liquidated damages as per the rates specified under Section 4, Clause 3.7.15 provided that any such liquidated damages and penalty(ies) under this Agreement shall not exceed five (5%) percent of the value of delayed or undelivered services, and can be levied for reasons solely attributable to the Bidder. All penalties and/or liquidated damages, if any, shall be subject to a maximum liability cap as agreed in the Contract under the Limitation of liability clause.	This clause shall be read in conjunction with GTC 14.5 given in the amendment.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
92	21	Intellectua l Property Rights Warranty	The Bidder hereby represents and warrants that: a) the Products and services as supplied, installed, tested, and accepted. b) use of the Products and services in accordance with the Contract; and c) copying of the Products and services provided to the Purchaser in accordance with the Contract. do not and shall not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Bidder shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.	The Bidder hereby represents and warrants that: a) the Products and services as supplied, installed, tested, and accepted. b) use of the Products and services in accordance with the Contract; and c) copying of the Products and services provided to the Purchaser in accordance with the Contract. do not and shall not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Bidder shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System. WBSEDCL warrants to Bidder that the software, materials, and other assistance ('WBSEDCL materials') supplied by WBSEDCL to Bidder for the purpose of execution of the terms of the agreement are either WBSEDCL owned properties or are properties obtained by WBSEDCL under proper intellectual property licenses. WBSEDCL further warrants that the said software, material and other	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
				information, to be provided by WBSEDCL shall not infringe the intellectual property rights, proprietary rights or any other property rights of any party. If WBSEDCL materials supplied by WBSEDCL are found to infringe the intellectual property rights of any party, then WBSEDCL shall hold harmless and indemnified Bidder , against all claims and actions associated with such infringement, including without limitation the attorney fees spent by Bidder in defending such actions and claims, and any compensation that may be paid by Bidder to settle such claim either in satisfaction of a court decree or otherwise. This clause shall survive the termination of this agreement. The WBSEDCL will indemnify, defend and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the facilities/equipment or location of WBSEDCL by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation of liability provided herein shall not apply to such loss, injury, claim or damages.	

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
93	22	Intellectua l Property Rights	1. All Intellectual Property Rights in all material (including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents), which have been **newly created and developed** by the IP solely **during the performance of Related Services** and for the purposes of inter-alia use or sub-license of such services under this Contract, shall be the property of the IP. The IP undertakes to disclose all such material, which have been newly created and developed by the IP solely during the performance of Related Services and **for the purposes of inter-alia use or sub-license** of such services under this Contract, to WBSEDCL. The SI hereby grants to WBSEDCL a perpetual, non-exclusive, non-transferable, irrevocable, royalty-free license **to use** all material disclosed to WBSEDCL under the Contract. Nothing contained herein shall be construed as transferring ownership of any Intellectual Property Right from the IP to WBSEDCL. 2. The IP shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the IP shall keep	1. Subject to clause 22.3 and 23.1,~~A~~all Intellectual Property Rights in all material (including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents), which have been newly created and developed by the IP solely during the performance of Related Services and for the purposes of ~~inter alia~~ use or sub-license of such services under this Contract, shall be the property of the IP. The IP undertakes to disclose all such material, which have been newly created and developed by the IP solely during the performance of Related Services and for the purposes of ~~inter alia~~ use or sub-license of such services under this Contract, to WBSEDCL. The SI hereby grants to WBSEDCL a perpetual, non-exclusive, non-transferable, irrevocable, royalty-free license to use all material disclosed to WBSEDCL under the Contract. Nothing contained herein shall be construed as transferring ownership of any Intellectual Property Right from the IP to WBSEDCL. 2. The IP shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the IP shall keep WBSEDCL indemnified against ~~all costs, expenses and liabilities however~~ third party claim	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			WBSEDCL indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the IP or its personnel during the course of performance of the Related Services. In case of any infringement by the IP , the IP shall have sole control of the defence and all related settlement negotiations 3. Subject to GTC 22, the IP shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the IP that existed before the date of execution of the Contract.	solely attributable to IP, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the IP or its personnel during the course of performance of the Related Services. In case of any infringement by the IP , the IP shall have sole control of the defence and all related settlement negotiations. 3. Subject to GTC 22, 23.1 and 23.2, the Implementation Partner (IP) shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the IP that existed before the date of execution of the Contract.	

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
94	23	Intellectual Property rights Indemnity	1. The Bidder shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of: a) Installation of the System by the Bidder or the use of the System, including the Materials, in the country where the site is located; b) Copying of the Software and Materials provided the Bidder in accordance with the Agreement; and c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause GTC 23 (2)	1. The Bidder shall indemnify and hold harmless the Purchaser and its employees and officers from and against any third party claim and all losses, liabilities, and costs (including ~~losses, liabilities, and~~ reasonable legal costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights that is solely attributable to IP, and by reason of: a) Installation of the System by the Bidder or the use of the System, including the Materials, in the country where the site is located; b) Copying of the Software and Materials provided the Bidder in accordance with the Agreement; and c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause GTC 23 (2)	The clause shall remain unchanged.
			2. Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other Products or services not supplied by the Bidder, where the infringement arises because of	2. Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose ~~indicated by or to be reasonably inferred from~~ agreed in the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other Products or services not supplied by the Bidder, where the infringement arises because of such association or	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			such association or combination and not because of use of the System in its own right.	combination and not because of use of the System in its own right.	
			3. Such indemnities shall also not apply if any claim of infringement: a) Is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization; b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the possibility of such infringement was duly noted in the Bidder's Proposal; or c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Bidder or a person authorized by the Bidder;	3. Such indemnities shall also not apply if any claim of infringement: a) Is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization; b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the possibility of such infringement was duly noted in the Bidder's Proposal; or c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Bidder or a person authorized by the Bidder; or d) Bidder's compliance with WBSEDCL's specific technical designs or instructions; or e) inclusion in a Deliverable of any content or other materials provided by WBSEDCL and the infringement relates to or arises from such WBSEDCL provided material; f) modification of a Deliverable after delivery by Bidder to WBSEDCL if such modification was not made by or on behalf of the Bidder; g) use of the Deliverable in combination with products not	The clause shall remain unchanged.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
				provided by Bidder or otherwise not contemplated in the applicable specifications or documentation.	
			7. Such indemnities shall also not apply: a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Bidder's organization; b) to the extent that any claim of infringement is caused by the alteration, by the Bidder, or any persons contracted by the Bidder, of the design, data, drawing, specification, or other documents or materials provided to the Bidder by the Purchaser, or any persons contracted by the Purchaser.	7. Such indemnities shall also not apply: a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Bidder's organization; b) to the extent that any claim of infringement is caused by the alteration, other than alteration required to meet purpose of the contract, by the Bidder, or any persons contracted by the Bidder, of the design, data, drawing, specification, or other documents or materials provided to the Bidder by the Purchaser, or any persons contracted by the Purchaser.	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
95	23.1	Pre-existing Work	All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Contract ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this contract, each party grants to the other party (and their sub-contractors as necessary) non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this contract. Except as may be otherwise explicitly agreed, the Implementation Partner should grant the Purchaser a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to the Purchaser as part of the service or deliverables only for its internal business operations.	All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Contract ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this contract, each party grants to the other party (and their sub-contractors as necessary) non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this contract. Except as may be otherwise explicitly agreed, the Implementation Partner should grant the Purchaser a non-exclusive, perpetual, non-transferable, fully paid-up license to use the pre-existing work in the form delivered to the Purchaser as part of the service or deliverables only for its internal business operations. The foregoing license does not authorize WBSEDCL to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
				the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP. All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and WBSEDCL shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.	

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
96	23.2	Residuals	In no event shall Implementation Partner be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set out in the RFP. In addition, subject to the confidentiality obligations, Implementation Partner shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know- how, and techniques that are acquired or used in the course of providing the Services.	In no event shall Implementation Partner be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set out in the RFP. In addition, subject to the confidentiality obligations, Implementation Partner shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know- how, and techniques that are acquired or used in the course of providing the Services. All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and PURCHASER shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.	The clause shall remain unchanged.
97	23.3	Bespoke Development	Subject to the provisions of GTC 23 (1) and GTC 23 (2) above, the IPR rights for any bespoke development done during the implementation of the project shall lie exclusively with the Purchaser.	Subject to the provisions of GTC 23 (1) and GTC 23 (2) above and subject to full payment to Bidder, the IPR rights for any bespoke development done during the implementation of the project shall lie exclusively with the Purchaser.	The clause shall remain unchanged.
98		Annexure X - Page 140	Non-compliance of any of the above, if comes in the notice of WBSEDCL, may invite imposition of penal measures (like black- listing, forfeiture of EMD BG or PBG, etc.) as deemed fit by WBSEDCL	Non-compliance of any of the above, if comes in the notice of WBSEDCL, may invite imposition of penal measures (like black-listing forfeiture of EMD BG or PBG, etc.) as deemed fit by WBSEDCL	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
99	IB.9.6. Validity of Tender and Offer:	Page 23	Offer against tender shall remain valid for a minimum period of 180 (One hundred eighty) days from next day of opening of the tender mentioned elsewhere in this NIT.	Validity period of the offer should be counted from the last date of submission of the offer not from the date of actual opening of the bid.	The clause shall remain unchanged.
100	GTC.5. Contract Period:	Page 41	The Contract period may be extended by 01 (one) year with prevailing rate, terms and conditions for FMS Service after expiry of initial contract period in case performance of the vendor is certified as satisfactory by Controlling Officer.	Bidder requests that the price and terms & conditions of any extensions beyond contract period be mutually discussed and decided .	The clause shall remain unchanged.
101	GTC.9. Performance Bank Guarantee:	Page 51	As Contract Guarantee, successful bidder shall furnish a Performance Guarantee in the form of unconditioned & irrevocable Bank Guarantee amounting to 10% (ten) of the total awarded contract price excluding GST from any Scheduled Bank of RBI as per enclosed proforma (ANNEXURE- VI) to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in the order.	Bidder requests to keep PBG value fixed at 5% of Contract value .	The clause shall remain unchanged.
102	GTC.13.5. Payment milestones for the implementation and stabilization period	Page 55	Phase VI: Post Go-Live Stabilization Period • Completion of all activities and approval of all deliverables listed under the Phase in Section 4, Clause 3.7.14 • Compliance to the Valid ISO 9000, ISO 27000, ISO 20000 and CMMI Level 5 Certifications 25% of S/4HANA migration & implementation cost (including stabilization period)	Bidder need to propose better milestone percentage else Bidder can propose monthly / quarterly in advance.	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
103	GTC.13.6.	Page 56	FMS charges shall be paid by WBSEDCL on submission of quarterly (three-monthly) invoice. Start of FMS period shall be considered after successful completion of stabilization period.	It is requested to change payment term as monthly arrear.	The clause shall remain unchanged.
104	3.7.10.3 Third Party Audit	97	A designated team / person from Purchaser or its appointed third party shall review the performance of Bidder against the SLA as per requirement. The review / audit report shall form basis of any action relating to imposing penalty on or breach of contract of the IP.	The review / audit report shall form basis of any action relating to imposing penalty on or breach of contract of the IP - As IP responsibilities are limited to migration activities and the said ERP infrastructure and solution will be hosted under RISE agreement, any penalty related needs to be dealt with OEM with whom WBSEDCL has direct contract. SI will only help close issues reported in audit.	The clause shall remain unchanged.
105	3.7.16.5 Project Management SLAs	108	Project implementation timeline for Integrated solution	bidder expected to complete the enterprise rollout within 12 (fourteen) months - Bidder assume this is an typo. Implementation person id 12 (Twelve) months	**Please see amendment for details.**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
106	3.7.1.1 Functional areas	71	Functional Coverage of ERP Solution	Bidder see below functional areas but licenses pertaining to them are not part of SAP S/4HANA BOM; 1. Funds Management 2. Treasury Management Are these functionalities custom developed and WBSEDCL continue to use the same and require SI to only migrate the same to S/4HANA	Yes. These are custom developments in the current ERP environment and are used extensively. Treasury and Fund Management licenses are not part of the BOM as it is a custom development. This shall be considered within the migration of existing functionalities scope of work of the IP.
107	3.7.16.8.7 Vulnerability Management	113	Percentage of timely vulnerability reports	Who will conduct the VAPT? Who will pay for the cost of VAPT assessments? What is the frequency of VAPT required by WBSEDCL? Bidder assume SI to help resolve the reported VAPT issues if reported issues are pertaining to custom code or system configuration. Moreover, as SAP is responsible for RISE infra, majority of VAPT issues are related to OEM and should be directed to SAP as WBSEDCL has direct contract with them, SI should not be held responsible for the same. Kindly confirm.	The IP is expected to conduct a yearly VAPT as a part of its pre Go-Live and post Go-Live support activities. This is inclusive and shall be at no additional cost to WBSEDCL. In addition, WBSEDCL may choose to conduct its own testing for which the IP is expected to provide support if required. Issues directly attributable to the scope of the IP such as custom developments/enhancements on core application, custom code on BTP, etc. shall have to be resolved by the IP.
108	3.7.7 Security	86-87	Testing and application of patches: The IP shall carry out testing and application of periodic patches released by M/s SAP to plug vulnerabilities in the system	Bidder assume SI responsibility is limited to help resolve identified vulnerabilities. Kindly confirm our assumption.	The IP shall be responsible for implementation of patches/upgrades as applicable and resolution of identified vulnerabilities (if any) against the same.

SNo.	Section/Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
109	3.7.1.1 Functional areas	72	Common functionalities-Integration with WBSEDCL legacy LDAP solution for roles and user authentication and authorization	Please provide details about the legacy LDAP in use. Bidder expect LDAP to have required user details and will be single source of truth for user data.	The details shall be shared with the selected IP. WBSEDCL on-premise LDAP shall be used as the single Source of Truth for WBSEDCL user details and role management.
110	3.7.11.1 Training	97	Scope of Training-Training needs to be carried out at Corporate Office and Zonal Offices as per requirements of WBSEDCL The training facility/online VC facility with seating capacity shall be provided by WBSEDCL. The IP shall arrange the necessary equipment's and peripherals to carry out the training of end users.	Bidder assume SI to deliver trainings from corporate office and zonal offices using HYBRID delivery model in which both offline and online users from WBSEDCL will participate. Kindly confirm.	Training locations shall be discussed and mutually agreed between WBSEDCL and the selected IP based on infrastructure requirements and team sizes.
111	Section IB.22.4	30	Successful bidder shall provide 24X7 Support during the contract period on all days.	Bidder assume 24x7 support is for only P1 or Critical incidents	Please see clause 3.7.16.8.3. for details of resolution time for different types of incidents.
112	General		Migration Servers for Conversion	As per SAP ECS, only one migration server is provided for conversion activities. Considering multiple mock runs, with multiple different server , So please confirm if additional migration servers can be provisioned based on project requirements.	The BOM as provided is final. And additional infrastructure if needed shall be supplied by the IP at no additional cost to WBSEDCL.
113	General		SSO (single sign on)	Please confirm whether all SAP systems in the current landscape are accessed using Single Sign-On (SSO) or without SSO.	SSO has been partially implemented at WBSEDCL.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
114	General		Active Directory Domain Availability	Please confirm if an Active Directory (AD) domain is available within the current landscape for authentication and user management. Additionally, as the existing AD is on-premise, will WBSEDCL provision a new AD in the cloud, or will the current AD be migrated to the cloud? Please clarify the future approach on this.	Active Directory (AD) has been partially implemented at WBSEDCL.
115	General		Bandwidth	Bidder assume that a dedicated MPLS or direct line will be provisioned between the source environment (WBSEDCL) and the SAP RISE target environment to avoid bandwidth-related issues during the conversion process. Kindly confirm	Networking requirements shall be under scope of WBSEDCL and shall be scaled based on OEM discussions and recommendations.
116	Section 3.7.16.9.2	115	If any key functional or technical consultant is found to be non-performing, WBSEDCL reserves the right to ask IP for a replacement. IP shall provide a suitable replacement within 10 business days.	Bidder request you change this clause to "If any key functional or technical consultant is found to be non-performing, WBSEDCL reserves the right to ask IP for a replacement. IP shall provide a suitable replacement within 30 Business days ".	The clause shall remain unchanged.
117	Section 3.7.9.2	94	The IP is required to submit the proposed team members' profiles against each of the proposed position as per the format provided in ANNEXURE- XVII.	Request you to relax this criteria and allow us to share the indicative profiles .	The clause shall remain unchanged.
118	3.7.9.1 Deployment of Resources During Implementation & Stabilization Phase	92	The IP is required to submit the proposed team members' profiles against each of the proposed position as per the format provided in ANNEXURE- XVII.	Bidder request you to relax this criterion by allowing to share indicative profiles for the roles requested. As there is no fix date for project commencement, holding resources for that long is not viable from business perspective.	The clause shall remain unchanged. WBSEDCL understands that the IP may replace provided profiles with profiles meeting and/or exceeding requirements during the project's implementation.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
119	3.7.1. Functional Scope	70	The successful bidder / Implementation Partner (IP) shall demonstrate standard functionalities of all offered SAP S/4HANA ERP and Billing modules during the business study (As-Is and To-Be stages). WBSEDCL may opt to implement any available standard SAP functionalities beyond those covered in the FRS, which shall be treated as within scope and at no additional cost. WBSEDCL shall decide on these additional functionalities before finalization of Solution design document/Business Blueprint (BBP).	Bidder request to have % capping for all additional standard functionalities beyond FRS to be implemented	This shall be discussed and mutually agreed between the IP and WBSEDCL during the Blueprinting stage. The clause shall remain unchanged.
120	3.7.1. Functional Scope	70	If bidder fails to demonstrate any features of procured module (suited for WBSEDCL) which are discovered at any stage of project during contract period including FMS period, then, same shall be implemented and migrated by the bidder at no extra cost as it shall be considered as part of scope. This shall be treated as breach of contract by bidder and delay in completion of such activities shall attract penal clause as per relevant section. Bidders are advised to consider effort estimates for such scenarios while bidding as it shall not fall under change request.	Bidder request you to change this clause as "After finalization of Solution Design Document/Business Blueprint(BBP), If WBSEDCL discovered any standard functionality suited for WBSEDCL business requirement at any stage of project during contract period including FMS period, then, same shall be implemented and migrated by the bidder in line with the Clause GTC.15: Change Request and Control Procedure	This shall be discussed and mutually agreed between the IP and WBSEDCL during the Blueprinting stage. The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
121	3.7.3. Geographical Scope	74	It may be noted that any new power distribution or generation project/unit owned by WBSEDCL if commissioned or becomes operational during contract period shall also be considered as part of this project for Migration/ Conversion/ Implementation of SAP S/4HANA ERP and Billing Solution.	WBSEDCL is requested to provide tentative no of generation project/unit which is expected to be commissioned or becomes operational during Contract period.	It is expected that any new distribution/generation/hydro project shall follow existing functionalities as covered under the FRS. The Bidder must cover this without any CR. Scope of new functionalities (if any) shall be mutually discussed and agreed between the IP and WBSEDCL.
122	3.7.4. Reporting	74	During the entire tenure of the project, including the FMS period, requirements may arise for development or modification of report programs for Audit, Regulatory, Statutory Authorities, and internal Business needs to enable effective monitoring of operations and organizational improvement. Such reporting requirements may pertain to the core ECC systems (ERP and Billing Solution) and/or the BDC-SAC system. All such reporting requirements shall be treated as being within the scope of the contract and shall not be considered as Change Requests (CRs) attracting any additional commercial implication	Bidder request to change this "During the entire tenure of the project, including the FMS period, requirements may arise for development or modification of report programs for Audit, Regulatory, Statutory Authorities, and internal Business needs to enable effective monitoring of operations and organizational improvement. Such reporting requirements may pertain to the core ECC systems (ERP and Billing Solution) and/or the BDC-SAC system. Any modification of report program for such reporting requirements shall be treated as being within the scope of the contract and shall not be considered as Change Requests (CRs) attracting any additional commercial implication. However, for any new reporting requirement, the same will be catered through Standard reports and if the same is not meeting the requirement then custom development of such Reports will be done after approval form WBSEDCL in line with the Clause GTC.15: Change Request and Control Procedure"	This shall be discussed and mutually agreed between the IP and WBSEDCL. The clause shall remain unchanged.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
123	3.7.9.1 Deployment of Resources During Implementation & Stabilization Phase	92	Project Manager - Experience requested	Experience requested for the Project Manager role seems to be too stringent. Requesting WBSEDCL to relax the same as- Experience of more than 10 years as consultant in SAP domain with 1 End-to-End project as Project Manager in SAP S/4HANA implementation with IS-U	**Please see amendment for details.**
124	3.7.9.1 Deployment of Resources During Implementation & Stabilization Phase	92	Solution Architect- Experience requested	Experience requested for the Project Manager role seems to be too stringent. Requesting WBSEDCL to relax the same as- Experience of more than 6 years as consultant in SAP domain with 1 End-to-End project in SAP S/4HANA implementation	The clause shall remain unchanged.
125	General - Security		Role Change	Bidder assume that SAP security role changes is not in scope of this RFP. Please confirm.	WBSEDCL excepts existing roles and responsibilities to be implemented. Changes required for processes/solutions/applications not under scope of the current ECC solution shall have to be implemented by the IP as per WBSEDCL policies.
126	Integration	72	Middleware	The proposed middleware is SAP Integration Suite (CPI) Standard edition. Does WBSEDCL have any preference or will go with middleware proposed by partner	SAP BTP Integration Suite has been considered as the middleware for integrations as a part of the OEM BOM. Hybrid approaches (if any) shall have to be proposed by the IP with proper justification and mutually agreed with WBSEDCL during the Design phase.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
127	Annexure XXIII List of Interfaces, Pg. 72	72, 176	List of interfaces	Interfaces like MDAS, VTS (Vehicle Tracking System) and Spot Billing solution mentioned in Pg. 72 are not available in the Annexure XXIII	The published list is indicative and may include additional solutions under implementation by WBSEDCL. The complete list with payload details and integration mechanisms shall be shared with the selected IP.
128	Annexure XXIII List of Interfaces	176	Integration - PI-PO vs Direct Interfaces	Currently there are 129 interfaces in PI-PO and 106 direct interfaces. The PI-PO interfaces will be migrated to SAP Integration Suite (CPI). The 106 direct integrations will continue AS-IS or should be migrated to SAP Integration Suite (CPI).	SAP BTP Integration Suite has been considered as the middleware for integrations as a part of the OEM BOM. Hybrid approaches (if any) shall have to be proposed by the IP with proper justification and mutually agreed with WBSEDCL during the Design phase.
129	Integration	72	New Interfaces	Other than interfaces mentioned in the Annexure, are we looking to build any new interfaces or change mode of integration for any existing interface	SAP BTP Integration Suite has been considered as the middleware for integrations as a part of the OEM BOM. Hybrid approaches (if any) shall have to be proposed by the IP with proper justification and mutually agreed with WBSEDCL during the Design phase.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
130	BDC- SAC Reporting	75	"Actual number of dashboards and KPIs will be decided during solution design phase and bidder should apply due diligence in assessing the total number of dashboards and KPIs"	Kindly confirm: 1. How many Reports/Dashboards are developed and used in current landscape? 2. How many Old Reports/Dashboards to be migrated to SAC? 3. How many New Reports/Dashboards are required to be developed in SAC(BDC)? 4. How many KPIs per Report/Dashboard are expected for New Reports? 5. What are the different reporting tools used for BW reporting? 6. Any Email publication of reports in BO/EP Portal?. 7. Are there any BO Universe created ? If yes, how many universes? 8. Please share the number of ADSO, BW queries and Composite providers available currently on SAP BW NW 7.5 SP24 9. Is there any data archiving configured and what is the archival database used in such a case? 10. What is the total years of data currently stored in BW and expected years of data to be moved to data sphere (BDC) post migration? 11. Are there any source system apart from ECC for Analytics reports. 12. Are there any BPC module or any other planning application using IP is developed currently in BW?	Please see FRS for the list of existing Reports and Dashboards. Please see attached annexures for details of archiving as considered by the OEM for the future-state solution. All existing functionalities shall be migrated to the future solution unless a different approach is discussed and mutually agreed between the IP and WBSEDCL.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
131	Technical Criteria - ERP 1	35 of 189	The Bidder should have implemented SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) in any Power Distribution Utility in India during the last fifteen (15) years, meeting any one of the following criteria: • One (1) project valued at a minimum of INR 120 Crore, OR • Two (2) projects, each valued at a minimum of INR 60 Crore, OR • Four (4) projects, each valued at a minimum of INR 30 Crore The successful completion shall include at least one-year FMS subsequent to Go-Live All the projects must have configuration, customization, implementation, Roll Out and providing FMS/ post Go-Live support and may include supply and installation of Hardware/cloud services/Software/ licenses.	Request for the change as follows: The Bidder should have implemented**/ migrated** of SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) in any Power Distribution Utility in India during the last fifteen (15) years, meeting any one of the following criteria: • One (1) project valued at a minimum of **INR 100 Crore**, OR • Two (2) projects, each valued at a minimum of **INR 50 Crore**, OR • Four (4) projects, each valued at a minimum of **INR 25 Crore** The successful completion shall mean at least Go-live of the project All the projects must have configuration, customization, implementation/ migration, Roll Out and providing FMS/ post Go-Live support and may include supply and installation of Hardware/cloud services/Software/ licenses.	**Please refer Appendix -1 for revised Technical Eligibility for details**
132	Technical Criteria - ERP 2	36 of 189	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) for any Three (3) ERP Projects in any Power Utility in India in last Fifteen (15) years. The successful completion shall include at least one-year FMS subsequent to Go-Live.	Request for the change as follows: The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) for any Three (3) ERP Projects in any Power Utility in India in last Fifteen (15) years. **The successful completion shall mean at least Go-live of the project**	**Please refer Appendix -1 for revised Technical Eligibility for details**

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
133	Technical Criteria - ERP 3	36 of 189	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least Two (2) ERP Projects in India in last Fifteen (15) years with each having more than 3000 Transactional Users (Excluding Payroll & ESS/MSS) or 1000 FUEs. The successful completion shall include at least one-year FMS subsequent to Go-Live	Request for the change as follows: The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least **one ERP** Project in India in last Fifteen (15) years with each having more than 3000 Transactional Users (Excluding Payroll & ESS/MSS) or 1000 FUEs. **The successful completion shall mean at least Go-live of the project**	**Please refer Appendix -1 for revised Technical Eligibility for details**
134	Technical Criteria - ERP 4	36 of 189	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least Three (3) ERP Projects in last Fifteen (15) years in any Power Utility in India. Each project must have implemented at least Six (6) out of the Eleven (11) of following functions / modules (Modules i to v are mandatory) – i. Finance and Accounting ii. Material & Inventory Management iii. Human Resource Management including Time Management, Payroll and ESS iv. Project Management v. Plant/Asset Maintenance vi. Sales & Distribution vii. Treasury Management viii. Fund Management ix. Environment, Health & Safety x. Business Intelligence/ MIS Reporting xi. Governance, Risk, and Compliance	Request for the change as follows: The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least **Two (2) ERP** Projects in last Fifteen (15) years in any **Energy/ Utility Sector** in India. Each project must have implemented at least Six (6) out of the Eleven (11) of following functions / modules (Modules i to v are mandatory) – i. Finance and Accounting ii. Material & Inventory Management iii. Human Resource Management including Time Management, Payroll and ESS iv. Project Management v. Plant/Asset Maintenance vi. Sales & Distribution vii. Treasury Management viii. Fund Management ix. Environment, Health & Safety x. Business Intelligence/ MIS Reporting xi. Governance, Risk, and Compliance	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
135	Technical Criteria - ERP 6	37 of 189	The Bidder should have successfully completed implementation of SAP (including Success Factors) Payroll solution covering at least 7500 Employees in any Central/State PSU or Govt. Organization in India during the last fifteen (15) years. The successful completion shall include at least two (2) years FMS subsequent to Go-Live	Request for the change as follows: The Bidder should have successfully completed implementation/ **migration** of SAP (including Success Factors) Payroll solution covering at least **6000** Employees in any Central/State PSU or Govt./**Private** Organization in India during the last fifteen (15) years. **The successful completion shall mean at least Go-live of the project**	**Please refer Appendix -1 for revised Technical Eligibility for details**
136	Technical Criteria – Billing System 5.	37 of 189	Bidder must have successfully implemented SAP IS-U or SAP S/4HANA billing solution (only FMS/post Go-Live support project shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years One (1) project worth at least INR 80 Cr OR Two (2) projects each worth at least INR 40 Cr OR Three (3) projects each worth at least INR 25 Cr The successful completion shall include at least one-year FMS subsequent to Go-Live All the projects must have installation, configuration, customization, implementation, Roll Out and providing FMS/ post Go-Live support and may include supply of Hardware/cloud services/Software/ licenses.	Request for the change as follows: Bidder must have successfully implemented/ **migrated** SAP IS-U or SAP S/4HANA billing solution (only FMS/post Go-Live support project shall not be considered) in any Indian/ Global **Energy/ Utility Sector** during the last fifteen (15) years One (1) project worth at least INR 80 Cr OR Two (2) projects each worth at least INR 40 Cr OR Three (3) projects each worth at least INR 25 Cr **The successful completion shall mean at least Go-live of the project** ~~All the projects must have installation, configuration, customization, implementation/ migration/ Roll Out and providing FMS/ post Go-Live support and may include supply of Hardware/cloud services/Software/ licenses.~~	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
137	Technical Criteria – Billing System 6.	38 of 189	SAP IS-U/other SAP based billing systems (only FMS/post Go-Live support shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years. Each of the projects shall be in operation for at least one (1) year as on date of bid submission. Bidder must have successfully implemented SAP IS-U or S/4 HANA based Utilities billing solution (only FMS/post Go-Live support shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years for an aggregate consumer base from a maximum of Four (4) projects of at least 75 Lakhs consumers. The successful completion shall include at least one-year FMS subsequent to Go-Live	Request for the changes as follows: SAP IS-U/other SAP based billing systems (only FMS/post Go-Live support shall not be considered) in any Indian/ Global **Energy/Utility** during the last fifteen (15) years. Each of the projects shall be in operation for at least one (1) year as on date of bid submission. Bidder must have successfully implemented SAP IS-U or S/4 HANA based Utilities billing solution (only FMS/post Go-Live support shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years for an aggregate consumer base from a maximum of Four (4) projects of at least **20 Lakhs** consumers. **The successful completion shall mean at least Go-live of the project**	**Please refer Appendix -1 for revised Technical Eligibility for details**
138	Technical Criteria – Billing System 7.	38 of 189	Bidder must have implemented at least one (1) project with any COTS billing solution in any Power Distribution Utility in India with an aggregate consumer base of 20 lakhs.	Request for the changes as follows: Bidder must have implemented at least one (1) project with any COTS billing solution in any **Energy/Utility** in India with an aggregate consumer base of **5 lakhs**.	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
139	Technical Criteria – Billing System 8.	39 of 189	Bidder must have successfully implemented SAP IS-U or S/4 HANA based Utilities billing solution (only FMS/post Go-Live support shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years. Each of the projects shall be in operation for at least one (1) year as on date of bid submission. The implementation should have covered at least Six (6) modules (Modules i to v are MANDATORY) out of the below mentioned list: i. Metering, Billing & Collection (MBC) ii. Prepaid Module iii. New Connection, Disconnection & Reconnection iv. Energy Accounting & Audit v. Management Information System & Dashboarding vi. Customer Relationship Management (CRM) or Customer Care Centre (CC) (New connection, Grievance handling, Updation etc.) vii. Web Portal and Mobile Applications viii. Workforce Management ix. Identity Access Management x. Document Management System xi. Accounting, Ledger, & Banking Reconciliation Statement (BRS) Process	Request for the changes as follows: Bidder must have successfully implemented SAP IS-U or S/4 HANA based Utilities billing solution (only FMS/post Go-Live support shall not be considered) in any Indian/ Global **Energy/Utility** during the last fifteen (15) years. **The successful completion shall mean at least Go-live of the project** The implementation should have covered at least **Five (5)** modules (Modules i to v are MANDATORY) out of the below mentioned list: i. Metering, Billing & Collection (MBC) ii. Prepaid Module iii. New Connection, Disconnection & Reconnection iv. Energy Accounting & Audit v. Management Information System & Dashboarding vi. Customer Relationship Management (CRM) or Customer Care Centre (CC) (New connection, Grievance handling, Updation etc.) vii. Web Portal and Mobile Applications viii. Workforce Management ix. Identity Access Management x. Document Management System xi. Accounting, Ledger, & Banking Reconciliation Statement (BRS) Process	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
140	Technical Criteria – Billing System 9.	39 of 189	Bidder should have experience of integrating SAP IS-U or S/4HANA based Utilities Billing solution (only FMS/post Go-Live support project shall not be considered) with at least Four (4) (i & ii are mandatory) out of the below mentioned application list in a single project, in any Indian/ Global Power Distribution Utility in the last fifteen (15) years – 1. Payment Gateways 2. AMR/ MDMS/other AMI applications 3. ERP 4. Spot Billing/Prepaid Engine 5. Consumer Portal/Mobile Application 6. GIS 7. Workforce Management 8. Outage Management System 9. SCADA/DMS/ADMS 10. Energy Accounting/Energy Audit 11. SMS/Email Gateways The successful completion shall include at least one-year FMS subsequent to Go-Live	Bidder should have experience of integrating SAP IS-U or S/4HANA based Utilities Billing solution (only FMS/post Go-Live support project shall not be considered) with at least Four (4) (i & ii are mandatory) out of the below mentioned application list in a single project, in any Indian/ Global **Energy/Utility** in the last fifteen (15) years – 1. Payment Gateways 2. AMR/ MDMS/other AMI applications 3. ERP 4. Spot Billing/Prepaid Engine 5. Consumer Portal/Mobile Application 6. GIS 7. Workforce Management 8. Outage Management System 9. SCADA/DMS/ADMS 10. Energy Accounting/Energy Audit 11. SMS/Email Gateways **The successful completion shall mean at least Go-live of the project**	**Please refer Appendix -1 for revised Technical Eligibility for details**
141	ANNEXURE-XX:	173 of 189	Format for Completion /Go-Live/Operational Status Certificate – ERP Projects	Request to accept Self certification signed by the Authorized signatory of the Bidder.	The Bidder can provide self-certified formats with supporting documents for each information mentioned in the format.
142	ANNEXURE-XXI:	174 of 189	Format for Completion /Go-Live/Operational Status Certificate – Payroll Projects	Request to accept Self certification signed by the Authorized signatory of the Bidder.	The Bidder can provide self-certified formats with supporting documents for each information mentioned in the format.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
143	ANNEXURE-XXII:	175 of 189	Format for Completion /Go-Live/Operational Status Certificate – Billing System Projects	Request to accept Self certification signed by the Authorized signatory of the Bidder.	The Bidder can provide self-certified formats with supporting documents for each information mentioned in the format.
144	IB 11. Conflict of Interest	27	IB 11.2, IB 11.3, IB 11.4	Bidder request WBSEDCL that these clauses be made applicable only to the team members being proposed by us as part of this assignment. This is because, if this clause is made applicable to our entire firm, then given the size and scale of operations of our firm, it will not be possible for us to confirm compliance to this clause.	The clause shall remain unchanged.
145	GTC 3 - Risk Purchase / Performance:	41	the purchaser (WBSEDCL) shall be entitled to purchase such consignment and if not available the best and nearest available substitute elsewhere on the account and at the risk of the Vendor"	* Risk & cost clause is not acceptable to us. Bidder propose for removal of this clause. * In case removal is not an option, , Bidder request for capping the risk & cost amount to the respective milestone amount for the service that not been delivered by SI	The clause shall remain unchanged.
146	GTC.4. Limitation of liability:	41	Except in cases of gross negligence or shallful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the solutions, with respect to patent infringement.	Bidder propose WBSEDCL that consistent with industry practice, the consultant's aggregate liability should not exceed the Contract price for this engagement.	**Please see amendment for details.**
147	GTC.8. Cancellation/ Termination of Contract:	42	GTC.8.1 * In any of the above cases 15 days' termination notice shall be issued prior to termination of LOA.	Bidder propose minimum 30 days' termination notice	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
148	GTC.8. Cancellation/ Termination of Contract:	45	GTC.8.7. Termination for WBSEDCL Event of Default	Bidder propose to add below clause: The IP may suspend or terminate the Contract, in case: i) The Client does not make the payment to the IP; or ii) The Client does not adhere to the arbitration judgment; or iii) If the IP determines that a law, regulation or anything having similar import, or circumstances (including cases where the Client's ownership or constitution has changed), makes the IP's performance of the Contract impermissible or in conflict with independence or professional rules applicable to the IP	The clause shall remain unchanged.
149	GTC 8.9	48	B. (b). In case of contract being terminated by WBSEDCL, WBSEDCL reserves the right to ask IP to continue running the project operations for a period of 3 months after termination orders are issued. In case of contract being terminated by IP,	1. In case of Termination by WBSEDCL, a 90 days (3 months) notice is provided. What does it mean by "termination orders are issued" ? Does it mean that after the serving the 3 months' notice another 3 months to be served ? 2. Similarly, for Termination by IP, it refers to another 6 months operation after serving 3 months' notice. 3. Bidder suggest to remove these clauses as already 3 months' notice will be served.	The notice period for a Termination Order shall be 3 months from the date of issuance of the order.
150	GTC 8.9	49	C. (b) IP shall permit the WBSEDCL or its nominated agencies to have reasonable access to its employees and facilities	Bidder propose - 1) Whilst the Consultant shall work in good faith with the WBESDCL to provide the requisite information, due to confidentiality obligations, the Consultant would be unable to grant access to the WBESDCL or its nominated agencies to its records, premises or people, in which case the Consultant shall discuss in good faith	Any access to IP resources shall be on mutual agreement with WBSEDCL. The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			and agree with the WBESDCL such reasonable steps to meet the purpose. 2) Any access by the WBESDCL or its nominated agencies shall be conducted: i) upon reasonable notice; ii) either by the WBESDCL's team or by its nominated agency that is not a direct competitor of the Consultant; and iii) subject to reasonable arrangements to ensure that duties of confidentiality on the part of the Consultant to its other clients and third parties are preserved.		
151	GTC 20	62	The provisions of this GTC 20 survive completion or termination, for whatever reason, of the Contract.	Bidder propose - The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.	The clause shall remain unchanged.
152	GTC 23 (IPR Indemnity)	63	The Bidder shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights.	1. Bidder propose WBSEDCL for removal of the uncapped indemnities. 2. Bidder propose: i) indemnities of the Bidder shall be capped at the contract value, and ii) the Bidder shall only be liable for indemnities which are judicially determined at actuals and solely attributable to the Consultant	**Please see amendment for details.**
153	**IB 22.4** **3.7.6.3 Service Window**	30 85	"Successful bidder shall provide 24X7 Support during the contract period on all days." "IP shall be required to deploy resources and provide onsite support during 9.30 AM to 5.30 PM	The two clauses are contradicting. Kindly clarify which one is correct.	**Please refer Appendix -2 for revised Resolution time**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			during all working days of WBSEDCL. Further, remote support needs to be provided in case of emergency or non-working hours."		
154	GTC 8.9 F (c)	50	The IP shall commit adequate resources to comply with its obligations under this Exit Management Schedule	1. What does adequate resources mean in the context of Exit Management ? 2. Will it be at the discretion of the SI or will there be any minimum requirement of resources ?	Resources to be committed during Exit Management shall comply with minimum resource requirements during Support phase of the project. Additional resources (if any) shall be mutually agreed between the IP and WBSEDCL.
155	GTC 8.9 G (c)	50	Plans for provision of contingent support to WBSEDCL or its nominated Agency for a reasonable period after transfer.	Kindly clarify on what is the "reasonable period" here..1 month or 2 months	The clause shall remain unchanged.
156	GTC 15	58	For any new requirement beyond the scope of work and involving effort greater than 22 (Twenty-Two) Person-Days shall be considered as benchmark for considering a CR with commercial.	What will happen if during implementation and Stabilization phase, there is any new requirement comes beyond the scope of work but involves effort less than 22 Person-Days? Will SI not be paid? What will if during O&M, any new requirement comes beyond the scope of work but involves effort less than 22 Person-Days?	Effort below 22 Person-Days shall not be paid.
157	3.7.8 Timelines	87	Time is essence for this project. Following table indicates the overall timelines of the project. Bidder needs to adhere to the given timelines and provide detailed project plan in the bid.	Bidder assume business process across various offices and plants are consistent. Bidder also assume that WBSEDCL will assign business owners across various functions for successful migration of SAP S/4HANA and will be available near to the project team location.	Business owners as per IP's requirement during the project duration shall be provided by WBSEDCL as mutually agreed with the IP.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
158	15.1	59	Penalty as per ANNEXURE- XII shall be deducted for cases where delay in deployment of Change Request in Production System is beyond 15 (fifteen) Calendar Days. However, penalty shall not be imposed on parts where delay is not attributable to IP like pending with SAP/WBSEDCL."	There are no SLA mentioned for Change Request. Kindly clarify	**Please see amendment for details.**
159	3.7.16.8.4 Incident Management	112	Incident Logs - 100% calls to be logged	What if incident logs is 99.5%, will penalty not applicable. If applicable what will be the %	**Please see amendment for details.**
160	3.7.16.8.4 Incident Management	112	Resolution of issues	Seems to be some error here - Description, Target and Penalty are for incident logging instead of Issue resolution. Kindly correct the same	Separate targets provided for logging of all incidents and their resolution. The clause shall remain unchanged.
161	3.7.16.8.5 Problem Management	112	RCA - Target - "100% timely submission covering all incidents logged in that month"	What do you mean by "timely submission" in the context of RCA submission ? Kindly clarify	Please see clause 3.7.16.8.3. for details of resolution time for different types of incidents.
162	3.7.5.6 Phase VI: Stabilization	82	Stabilization Support - IP shall deploy at least two (2) resources in each regional offices and Hydro Power Plant Headquarters for 3 months after successful Go-Live for post Go-Live handholding support. Logistics support for such resources shall NOT be provided by WBSEDCL.	Bidder propose WBSEDCL to provide relaxation in this clause. Resources can be made available at Plants, however, remote support will be provided for all regional offices from central location.	The clause shall remain unchanged.
163	3.7.16.9.1	114	"If any deployed resource is found to be non-performing, WBSEDCL reserves the right to ask IP for a replacement. IP shall provide a suitable replacement within 10 business days."	Providing suitable replacement within 10 business days may be difficult. Bidder propose to provide at least 30 business days' notice.	The clause shall remain unchanged.

SNo.	Section/Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
164	3.7.1	70	As S/4HANA ERP and Billing solutions offer a wide range of standard and evolving functionalities, the FRS has been prepared based on the currently identified business requirements of WBSEDCL and may not encompass all such functionalities Bidder needs to provide solutions through the functional modules to address them.	Can Bidder assume that the Points which are mentioned in FRS for SAP HCM Module is already Implemented in existing ECC? If not then request you to please share the Modules/HCM Process which are already implemented/available for SAP HCM Module. Please clarify the availability of below HCM Process in existing ECC : 1. House Building Loan 2.Training & Development 3.Employee Exit 4. PF & Terminal Benefit Management 5. Performance Management System 6.Investment & Gratuity Management 7.Payroll Reporting Requirement 8.Employee Status Change 9.Compensation & Benefits 10.Succession Planning 11.Staffing 12.Staff Selection 13.Staff Confirmation 14.Reporting Requirement for Staffing 15.Grievance Redressal 16.Legal 17.Procurement & Issue of Medicines 18.Travel Management 19.Room Booking 20.Civil Maintenance Control of Building and Assets, Lifts, Vehicles, printers, computers, furnisher, stores 21.Employee Welfare & CSR	This shall be shared with the selected IP during the BBP stages.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
165	1.2 (9.i)	7	Several Customized Modules Developed using ABAP as per Business Requirement of WBSEDCL (Page No.7)	Please share the list of SAP HCM Custom Modules already developed and Technology used for Development. (This is required because if the Module has been developed using JAVA framework then it is not supported in S/4 HANA and Bidder need to redevelop it using other technologies which are supported in S4 HANA)	This shall be shared with the selected IP during the BBP stages.
166	3.7.1	70	As S/4HANA ERP and Billing solutions offer a wide range of standard and evolving functionalities, the FRS has been prepared based on the currently identified business requirements of WBSEDCL and may not encompass all such functionalities Bidder needs to provide solutions through the functional modules to address them.	Please note in S4 HANA Rise PCE , SAP HCM Talent Modules are not supported. So please confirm whether SAP HCM Performance Management Module, Training and Event Management Module , E Recruitment Module are already implemented in existing ECC setup. If not then whether any Custom Module has been developed and in use in existing ECC Setup. Please clarify. This will help us during effort estimation and suggesting/proposing correct solution and also SAP required Licensing impact could be checked.	This shall be shared with the selected IP during the BBP stages.
167	GTC.15.1.	58	Accordingly, Business Requirement Document (BRD) shall be submitted for approval within 15 working days or mutually agreed timeline whichever is earlier. Estimated effort in Person-Days (PD) shall be notified along with BRD.	Bidder are suggesting removal of "whichever is earlier".	The clause shall remain unchanged.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
168	GTC 23	63	1. The Bidder shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:	Bidder propose that. i) indemnities of the Bidder shall be capped at the contract value, and ii) the Bidder shall only be liable for indemnities which are judicially determined at actuals and solely attributable to the Consultant.	The clause shall remain unchanged.
169	3.7.5.1 Site Survey	76	IP shall conduct site survey as per agreed plan to understand desktop, electrical cabling, WAN/LAN requirements and Networking infrastructure requirements of each office location and design a suitable Network deployment architecture.	Is supply of infrastructure and network component in SI's scope or will SI have to prepare only the networking architecture ? Pls clarify.	Infrastructure and networking components shall be in WBSEDCL scope.
170	3.7.9.1	92	Deployment of Resources During Implementation & Stabilization Phase	What is the required no. of Data Architect ? Pls clarify	The bidders are expected to meet the minimum resource deployment requirements as per 3.7.9 (page 88) of the RFP. The clause shall remain unchanged.
171	3.7.9.1	92	Deployment of Resources During Implementation & Stabilization Phase	What is the required no. of Mobile Application Expert? Pls clarify.	The bidders are expected to meet the minimum resource deployment requirements as per 3.7.9 (page 88) of the RFP. The clause shall remain unchanged.
172	3.7.16.9.2	115	Further, in case of non-deployment of resources or deployment of resources with inadequate qualifications/ experience/ performance WBSEDCL reserves the right to engage suitable resources, including from M/s SAP, at the cost of the SI.	There is no cap on the total penalty. Bidder suggest a suitable penalty capping of 5% of the contract value.	**Please see amendment for details.**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
173	ANNEXURE-VIII: BOQ Format	136	Facility Management Service (FMS) - Per Quarter	1) Bidder understand that this is O&M phase. 2) UOM is mentioned as per Quarter whereas Quantity mentioned as 36. This is wrong as the O&M phase is for 36 months. hence if the UOM is quarter then the quantity shall be 12. Pls to obtain clarity whether SI has to quote Per month or per quarter. Accordingly, Bidder suggest to rectify the UOM/ Quantity.	**Please refer to the Appendix-3**
174	Integration	72	Middleware	Bidder understand that there are many on-premise non-SAP systems which use PI-PO. Post Rise migration, will these continue on PI-PO, or are we looking for a complete PI-PO Exit strategy?	SAP BTP Integration Suite has been considered as the middleware for integrations as a part of the OEM BOM. Hybrid approaches (if any) shall have to be proposed by the IP and mutually agreed with WBSEDCL during the Design phase.
175	Integration	72	Middleware	For on prem system integrations, there is an option of Edge Integration cell included as part of standard edition (on premise CPI Deployment, infra costs with customer). As PI-PO is on sunset track, can Bidder consider EIC as a long term alternate to PI-PO ?	SAP BTP Integration Suite has been considered as the middleware for integrations as a part of the OEM BOM. Hybrid approaches (if any) shall have to be proposed by the IP and mutually agreed with WBSEDCL during the Design phase.
176	Clause 3.7.6.4,	Page# 85	Addition, modification of any Functional, process level, reporting requirements as per WBSEDCL requirements	Process Change: Will these changes flow through the standard change control process (CCR) or a separate restructuring/change management track?	Such requirements (if any) shall be part of the project.
177	Clause 3.7.6.4,	Page# 85	Incorporation of any change in business conditions such as organization restructuring (e.g., change in structure, change in workflow, expansion etc.)	Organizational Change where change is configuration is involved: Will these changes flow through the standard change control process (CCR) or a separate restructuring/change management track?	Such requirements (if any) shall be part of the project.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
178		NA	Ticker volume and number of users	Please provide historical ticket dump /volume of last year's giving break-up between different modules as well as number of L1, L2 & L3. Please provide total numbers of user also.	This shall be shared with the selected IP during the BBP stages.
179	GTC 14.3,	Page#56	SLA Clock Stop	Confirm SLA timers pause when awaiting WBSEDCL/third-party inputs.	The clause shall remain unchanged.
180	GTC 14.3,	Page#56	Performance SLA	Provide exact response thresholds for transactions and reports.	This shall be shared with the selected IP during the BBP stages.
181	GTC 14,	Page#56	Penalties Cap	Clarify cap on total penalties per month and overall cap as % of contract.	**Please see amendment for details.**
182	GTC 15		For any new requirement beyond the scope of work and involving effort greater than 22 (Twenty-Two) Person-Days shall be considered as benchmark for considering a CR with commercial.	CR chargeability threshold – confirm if 22 PD applies per item or cumulative.	The clause shall remain unchanged.
183	GTC 15		Any requirement or new change proposed by WBSEDCL due to introduction of statutory requirements introduced by law statutes in India or through Gazette Notification shall not bear any additional commercial on WBSEDCL irrespective of effort involved in its implementation and shall be completed as per prescribed timeline.	Statutory changes – confirm SLA for implementation and holiday work allowance.	This shall be discussed and mutually agreed between WBSEDCL and the selected IP.
184	Clause 3.7.16.9.1		Deployment of Resources During Implementation & Stabilisation Phase	Please specify if there is hard requirement in terms of maintaining onsite availability in AMS or the Service Partner can solution the onsite availability based as per their understanding.	The bidders are expected to meet the minimum resource deployment requirements as per 3.7.9 (page 88) of the RFP. The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
185	GTC.15.4.		Post-Implementation Support for Change Request: Post implementation support shall be covered under FMS without any additional financial involvement.	Please clarify as Bidder are unable to understand the clause.	CRs raised during post Go-Live (FMS) support period shall be supported by the IP.
186	Clause 3.7.6.1,	Page#84	Help Desk Activities	Can Bidder engage subcontractor for managing helpdesk.	No sub-contracting is allowed for the project.
187	Section 4.7.1,	page 70	Functional Scope	Kindly clarify whether all existing custom developments must be mandatorily remediated, or whether custom rationalization and adoption of SAP S/4HANA standard functionality is acceptable within scope.	This shall be a Brownfield implementation with selective business process reengineering and custom developments done by the selected IP to fulfil all functional requirements as detailed in the FRS. Please see the objective as detailed in the RFP document.
188	Section 4.7.10.2,	page 96	Data Collection & Migration	Please clarify whether historical data migration is required for the entire legacy period or limited to statutory / regulatory retention requirements, and whether archival solutions are acceptable for older data.	This shall be discussed and mutually agreed between WBSEDCL and the selected IP as per OEM and regulatory recommendations and requirements.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
189	EC.8. Technical Eligibility Point No.1,	page 35	The Bidder should have implemented SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) in any Power Distribution Utility in India during the last fifteen (15) years, meeting any one of the following criteria: • One (1) project valued at a minimum of INR 120 Crore, OR • Two (2) projects, each valued at a minimum of INR 60 Crore, OR • Four (4) projects, each valued at a minimum of INR 30 Crore The successful completion shall include at least one-year FMS subsequent to Go-Live All the projects must have configuration, customization, implementation, Roll Out and providing FMS/ post Go-Live support and may include supply and installation of Hardware/cloud services/Software/ licenses.	The Bidder should have implemented SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) in any Power Distribution Utility in India**/Globally** during the last fifteen (15) years, meeting any one of the following criteria: • One (1) project valued at a minimum of INR 120 Crore, OR • Two (2) projects, each valued at a minimum of INR 60 Crore, OR • Four (4) projects, each valued at a minimum of INR 30 Crore The successful completion shall include at least one-year FMS subsequent to Go-Live All the projects must have configuration, customization, implementation, Roll Out and providing FMS/ post Go-Live support and may include supply and installation of Hardware/cloud services/Software/ licenses.	**Please refer Appendix -1 for revised Technical Eligibility for details**
190	EC.8. Technical Eligibility Point No-2,	page 35	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) for any Three (3) ERP Projects in any Power Utility in India in last Fifteen (15) years. The successful completion shall include at least one-year FMS subsequent to Go-Live	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) for any Three (3) ERP Projects in any Power Utility in India**/Globally** in last Fifteen (15) years. The successful completion shall include at least one-year FMS subsequent to Go-Live	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
191	EC.8. Technical Eligibility Point No-3,	page 36	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least Two (2) ERP Projects in India in last Fifteen (15) years with each having more than 3000 Transactional Users (Excluding Payroll & ESS/MSS) or 1000 FUEs. The successful completion shall include at least one-year FMS subsequent to Go-Live	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least Two (2) ERP Projects in India**/Globally** in last Fifteen (15) years with each having more than 3000 Transactional Users (Excluding Payroll & ESS/MSS) or 1000 FUEs. The successful completion shall include at least one-year FMS subsequent to Go-Live	**Please refer Appendix -1 for revised Technical Eligibility for details**
192		EC.8. Technical Eligibility Point No-4, page 36	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least Three (3) ERP Projects in last Fifteen (15) years in any Power Utility in India. Each project must have implemented at least Six (6) out of the Eleven (11) of following functions / modules (Modules i to v are mandatory) – i. Finance and Accounting ii. Material & Inventory Management iii. Human Resource Management including Time Management, Payroll and ESS iv. Project Management v. Plant/Asset Maintenance vi. Sales & Distribution vii. Treasury Management viii. Fund Management ix. Environment, Health & Safety x. Business Intelligence/ MIS Reporting	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least Three (3) ERP Projects in last Fifteen (15) years in any Power Utility in India**/Globally**. Each project must have implemented at least Six (6) out of the Eleven (11) of following functions / modules (Modules i to v are mandatory) – i. Finance and Accounting ii. Material & Inventory Management iii. Human Resource Management including Time Management, Payroll and ESS iv. Project Management v. Plant/Asset Maintenance vi. Sales & Distribution vii. Treasury Management viii. Fund Management ix. Environment, Health & Safety x. Business Intelligence/ MIS Reporting xi. Governance, Risk, and Compliance	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			xi. Governance, Risk, and Compliance		
193	EC.8. Technical Eligibility Point No-5	page 36	EC.8. Technical Eligibility Point No-4, page 36	No. of implemented SAP ERP solution (only FMS/post Go-Live support shall not be considered) in any Power Distribution Utility in India**/Globally** during the last fifteen (15) years having minimum turn over more than INR 5000 Crore as on Go-Live date. The proposed projects should include implementation of Finance & Controlling and Material Management Modules.	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
194	EC.8. Technical Eligibility Point No-6	page 37	The Bidder should have successfully completed implementation of SAP (including Success Factors) Payroll solution covering at least 7500 Employees in any Central/State PSU or Govt. Organization in India during the last fifteen (15) years. The successful completion shall include at least two (2) years FMS subsequent to Go-Live.	The Bidder should have successfully completed implementation of SAP (including Success Factors) Payroll solution covering at least 7500 Employees in any Central/State PSU or Govt. Organization in India**/Globally** during the last fifteen (15) years. The successful completion shall include at least two (2) years FMS subsequent to Go-Live.	**Please refer Appendix -1 for revised Technical Eligibility for details**
195	B Technical Criteria – Billing System Poitn no-7	page 38	Bidder must have implemented at least one (1) project with any COTS billing solution in any Power Distribution Utility in India with an aggregate consumer base of 20 lakhs.	Bidder must have implemented at least one (1) project with any COTS billing solution in any Power Distribution Utility in India**/Globally** with an aggregate consumer base of 20 lakhs.	**Please refer Appendix -1 for revised Technical Eligibility for details**
196	IB.16.	28	Successful bidder should submit written unconditional acceptance of LOA within 15 (fifteen) working days from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause. Failure to compliance shall be liable for cancellation of order and forfeiture of bid guarantee submitted by the bidder.	Successful bidder should submit written ~~unconditional~~ acceptance of LOA within ~~15~~ 30 (~~fifteen~~ thirty) working days from date of issuance of the same. The LOA, the bidder's acceptance, and the Contract shall together form the full and complete governing documentation governing the transaction. ~~Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause. Failure to compliance shall be liable for cancellation of order and forfeiture of bid guarantee submitted by the bidder.~~	The clause shall remain unchanged.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
197	IB. 17	28	Contract Agreement, as per ANNEXURE- XVIII, on non-judicial stamp paper worth INR 100/- shall be executed within 30 (thirty) working days from the date of issuance of LOA. Date of execution of contract agreement shall be considered as commercial start date of the Project	Contract Agreement, based on the format contained in, ~~as per~~ *ANNEXURE- XVIII*, and as changed by the Bidder's submission, on non-judicial stamp paper worth INR 100/- shall be executed within 30 (thirty) working days from the date of issuance of LOA. Date of execution of contract agreement shall be considered as commercial start date of the Project.	The clause shall remain unchanged.
198	IB.20	29	If any dispute or difference arises with respect to quality/quantity of the equipment/materials pertaining to this order or any other terms and conditions of the order including its execution, such dispute/difference shall be adjudicated by the competent courts in Kolkata only as the instance of either parties.	Legal Jurisdiction: If any dispute or difference arises with respect to quality/quantity of the equipment/materials pertaining to this order or any other terms and conditions of the order including its execution, such dispute/difference shall be ~~adjudicated~~ finally settled in accordance with The Arbitration and Conciliation Act, 1996 then in effect, in English, with seat in Kolkata, India. There shall be one arbitrator if the amount in dispute is less than or equal to Indian Rupee five crores and three arbitrators if the amount is more. When an arbitrator is replaced, proceedings shall continue from the stage they were at when the vacancy occurred. ~~by the competent courts in Kolkata only as the instance of either parties.~~	The clause shall remain unchanged.
199	GTC.3	41	Completion time stipulated shall be deemed to be the essence of the contract and if the successful bidder fails to provide the services within the stipulated time , the purchaser (WBSEDCL) shall be entitled to purchase such consignment and if not available the best and nearest available	Bidder request for this clause to be deleted in its entirety.	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			substitute elsewhere on the account and at the risk of the Vendor or to cancel the contract and the Vendor shall be liable to compensate for any loss or damage which the purchaser (WBSEDCL) may sustain by reason of such failure on the part of the supplier. Recovery shall be made from the outstanding bills and/or through encashment of any Bank guarantee of the Vendor lying/ to be lying with WBSEDCL.		
200	GTC 4	41	Except in cases of gross negligence or shallful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the solutions, with respect to patent infringement.	Limitation of liability: Except in cases of gross negligence or wilful shallful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the solutions, with respect to patent infringement.	**Please see amendment for details.**
201	GTC 7	42	Bidder shall be solely responsible for taxes that may be levied on the vendor's persons or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. WBSEDCL shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Vendor or his personnel.	**GTC.7.1.** Bidder shall be solely responsible for taxes that may be levied on the vendor's persons or on earning of any of his employees and shall hold the employer indemnified and harmless, in accordance with Clause [*Indemnity*] against any claims that may be made against the employer. WBSEDCL shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Vendor or his personnel.	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
202	GTC 8	42	WBSEDCL shall have the right to repudiate the contract if the work is not being performed as per satisfaction of WBSEDCL. The following causes may also lead to cancellation of LOA. • Non-acceptance of LOA as per "Acceptance of LOA" clause. • Non-submission of Performance Bank Guarantee or Additional Performance Bank Guarantees as per relevant clauses. • If failed to perform FMS work satisfactorily. • For breach of SLA as mentioned in the Service Level Agreement (SLA) clause. • In any of the above cases 15 days' termination notice shall be issued prior to termination of LOA.	GTC.8.1. ~~WBSEDCL shall have the right to repudiate the contract if the work is not being performed as per satisfaction of WBSEDCL.~~ The following causes may also lead to cancellation of LOA. 1. Non-acceptance of LOA as per "Acceptance of LOA" clause, in accordance with the Bidder's submission. 2. Non-submission of Performance Bank Guarantee or Additional Performance Bank Guarantees as per relevant clauses. 3. ~~If failed to perform FMS work satisfactorily.~~ 4. ~~For breach of SLA as mentioned in the Service Level Agreement (SLA) clause.~~ In any of the above cases WBSEDL shall issue a written notice of 30 days during which period, the Parties will work together to resolve the issue, and thereafter, if the event is not fully remedied, will be allowed to terminate the LOA. ~~15 days' termination notice shall be issued prior to termination of LOA~~	The clause shall remain unchanged.
203	GTC 8	43	WBSEDCL reserves right to terminate the contract either in part or whole due to reasons of non-compliance of stipulated activities for different clauses under this contract or any other reason felt appropriate by Controlling Officer of this project. In such an event, WBSEDCL shall give 15 (fifteen) days' notice period in writing to the vendor of his decision to do so.	GTC.8.2. ~~WBSEDCL reserves right to terminate the contract either in part or whole due to reasons of non-compliance of stipulated activities for different clauses under this contract or any other reason felt appropriate by Controlling Officer of this project. In such an event, WBSEDCL shall give 15 (fifteen) days' notice period in writing to the vendor of his decision to do so.~~	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
204	GTC 8	43	WBSEDCL reserves right to disqualify any bidder during the contract period in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved.	**GTC.8.3.** WBSEDCL reserves right to disqualify any bidder during the contract period in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved.	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
205	GTC 8	44	IP Event of Default means any of the following events arising out of any acts or omission of IP, its representative, sub-contracts, employees and which have not occurred solely as a result of any breach of this Contract by the WBSEDCL or due to Force Majeure, and where IP has failed to remedy these events within a period of 90 (ninety) days of issuance of a notice by WBSEDCL requiring IP to remedy such event. a. IP has failed to procure and arrange requisite finances for the implementation of the Project; b. IP abandons the implementation of the Project or repudiates this Contract or otherwise takes any action, or evidences or conveys an intention not to be bound by the Contract; c. IP , in the judgment of WBSEDCL has engaged in corrupt, fraudulent, collusive, or coercive practices, in competing for or in executing the Contract; or d. IP is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for IP or for the whole or material part of its assets that has a material bearing on its ability to implement the Project; e. IP has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that in the reasonable opinion of WBSEDCL would adversely affect	**GTC.8.4. IP Event of Default** IP Event of Default means any of the following events arising out of any acts or omission of IP, its representative, sub-contracts, employees and which have not occurred solely as a result of any breach of this Contract by the WBSEDCL or due to Force Majeure, and where IP has failed to remedy these events within a period of 90 (ninety) days of issuance of a notice by WBSEDCL requiring IP to remedy such event. a. IP has failed to procure and arrange requisite finances for the implementation of the Project; b. IP abandons the implementation of the Project ~~or repudiates this Contract or otherwise takes any action, or evidences or conveys an intention not to be bound by the Contract;~~ ~~c. IP , in the judgment of WBSEDCL has engaged in corrupt, fraudulent, collusive, or coercive practices, in competing for or in executing the Contract; or~~ d. IP is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for IP or for the whole or material part of its assets that has a material bearing on its ability to implement the Project; e. IP has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that ~~in the reasonable opinion of WBSEDCL~~ would adversely affect IP 's ability to implement the Project;	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			IP 's ability to implement the Project;		

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			f. A resolution for winding up of IP is passed, or any petition for winding up of IP is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (Ninety) days of the date thereof or IP is ordered to be wound up by a court of competent jurisdiction; g. In the event IP fails to cure the default as indicated in the SLA Default Notice within the time period specified therein; Failure of IP to furnish Performance Security in accordance with the provisions of this Contract; h. Failure or inordinate delay by IP to provide Solution as per Contract; i. Any representation or warranty made by the IP during the term of the Contract is found to be false and/or misleading; j. Failure on account of IP to abide by Applicable Laws and regulations; k. The shareholding of the IP ceases to be in accordance with the provisions of this Contract;	f. A resolution for winding up of IP is passed, or any petition for winding up of IP is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (Ninety) days of the date thereof or IP is ordered to be wound up by a court of competent jurisdiction; g. In the event IP fails to cure the default as indicated in the SLA Default Notice within the time period specified therein; Failure of IP to furnish Performance Security in accordance with the provisions of this Contract; h. Failure or inordinate delay by IP to provide Solution as per Contract; i. Any representation or warranty made by the IP during the term of the Contract is found to be false and/or misleading; j. Failure on account of IP to abide by Applicable Laws and regulations; k. The shareholding of the IP ceases to be in accordance with the provisions of this Contract;	

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			l. No person who has System Integration (IP) experience in terms of the RFP remains a shareholder of the IP; m. In the event equipment installed or proposed to be installed by the IP is found to have any embedded malware/ trojans/ cyber threat; n. IP fails to comply with the local content requirement as specified in the Bid Submission; o. IP fails to comply with any of its material obligations under this Contract. p. In the event the Solution supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/ modified by the IP to meet the requirements within 14 (fourteen) working days of being informed by WBSEDCL, or as mutually decided between WBSEDCL and IP .	l. No person who has System Integration (IP) experience in terms of the RFP remains a shareholder of the IP; m. In the event equipment installed or proposed to be installed by the IP is found to have any embedded malware/ trojans/ cyber threat; n. IP fails to comply with the local content requirement as specified in the Bid Submission; o. IP fails to comply with any of its material obligations under this Contract. p. In the event the Solution supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/ modified by the IP to meet the requirements within 14 (fourteen) working days of being informed by WBSEDCL, or as mutually decided between WBSEDCL and IP .	
206	GTC 8	45	Termination for IP Event for Default a. Without prejudice to any other right or remedy which WBSEDCL may have in respect thereof under this Contract, upon the occurrence of IP Event of Default, WBSEDCL shall be entitled to terminate this Contract in the manner provided in clause GTC 8.6 (b). b. WBSEDCL shall issue a Preliminary Notice to IP providing 90 (Ninety) Days, or such extended period as the WBSEDCL may allow, to cure the underlying Event of Default. If IP fails to cure the underlying Event of Default within	GTC 8.6 Termination for IP Event for Default a. Without prejudice to any other right or remedy which WBSEDCL may have in respect thereof under this Contract, upon the occurrence of a material breach of Contract IP Event of Default, WBSEDCL shall be entitled to terminate this Contract in the manner provided in clause GTC 8.6 (b). b. WBSEDCL shall issue a Preliminary Notice to IP providing 90 (Ninety) Days, or such extended period as the WBSEDCL may allow, to cure the underlying breach Event of Default. If IP fails to cure the underlying Event of Default within such period allowed,	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			such period allowed, WBSEDCL shall be entitled to terminate this Contract by issuing a termination notice to IP.	WBSEDCL shall be entitled to terminate this Contract by issuing a termination notice to IP.	
207	GTC 8	45	**GT8.8 GTC.8.8. Consequences of Termination**	**GTC.8.8. Consequences of Termination** Note: In addition to this clause, and notwithstanding anything contained anywhere else in the Contract, the WBSEDL will pay the following amounts to the Bidder: 1. the charges for Services Bidder provide and Products BIDDER delivers through termination, and all Deliverables BIDDER has prepared through termination, whether or not completed or delivered; and 2. all costs and expenses Bidder incurs in terminating the Services. 3. deferred costs or unamortized investments (for example, net book value of assets procured from or for customer, initial transition or setup costs not yet fully amortized, other unamortized investments) and applicable wind-down expenses.	The clause shall remain unchanged.
208	GTC 23	63	**GTC.23. Intellectual Property Rights Indemnity** 1. The Bidder shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged	GTC.23.Intellectual Property Rights Indemnity 1. The Bidder shall indemnify and hold harmless the Purchaser by defending it and paying the finally awarded amounts and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any direct infringement ~~or~~	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			infringement of any Intellectual Property Rights by reason of: a) Installation of the System by the Bidder or the use of the System, including the Materials, in the country where the site is located; b) Copying of the Software and Materials provided the Bidder in accordance with the Agreement; and c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause GTC 23 (2) 4. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GTC 23 (1), the Purchaser shall promptly give the Bidder notice of such proceedings or claims, and the Bidder may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Bidder fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless	~~alleged infringement~~ of any Intellectual Property Rights by reason of: ~~a) Installation of the System by the Bidder or the use of the System, including the Materials, in the country where the site is located;~~ b) Copying of the Software and Materials provided by BIDDER ~~the Bidder~~ in accordance with the Agreement; and ~~c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause GTC 23 (2)~~ 4. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GTC 23 (1), the Purchaser shall promptly give the Bidder notice of such proceedings or claims, and the Bidder may at its own expense ~~and in the Purchaser's, name~~ conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.	

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			the Bidder has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim.	~~If the Bidder fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Bidder has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim.~~	
209	3.7.2 Statutory Compliance Scope	74	3.7.2 Statutory Compliance Scope Any change or new requirement introduced in statutory compliance applicable to WBSEDCL due to State or Central Government order during the tenure of the contract shall be considered as part of scope of work. Implementation of new tariff orders and regulations shall be under scope of the project. Additional CR shall not be applicable for such modification. IP shall provide software update, Migration/Conversion/Implementation, support, and related services without any additional cost to WBSEDCL within the time period acceptable to WBSEDCL. Any delay by IP in providing such update and related services shall be considered as default of contractual obligations of IP and	**3.7.2 Statutory Compliance Scope** ~~Any change or new requirement introduced in statutory compliance applicable to WBSEDCL due to State or Central Government order during the tenure of the contract shall be considered as part of scope of work.~~ ~~Implementation of new tariff orders and regulations shall be under scope of the project. Additional CR shall not be applicable for such modification.~~ ~~IP shall provide software update, Migration/Conversion/Implementation, support, and related services without any additional cost to WBSEDCL within the time period acceptable to WBSEDCL.~~ ~~Any delay by IP in providing such update and related services shall be considered as default of contractual obligations of IP and appropriate terms & conditions of the contract shall be applied.~~	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			appropriate terms & conditions of the contract shall be applied.	WBSEDL is responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations and statutes that affect the WBSEDL and the project, its applications or business. The WBSEDL is responsible for determining that any non-Bidder products and their integration are in compliance with applicable law and regulations.	
				Any change to the statement of work submitted by the Bidder shall be by way of a project change control process.	
210	3.7.7	86	3.7.7 Security The IP shall ensure to incorporate any advisories / recommendations pertaining to cyber security like CEA (Cyber Security in Power Sector) Guidelines 2021 or any amendment from time to time etc. The IP shall ensure to incorporate any advisories / recommendations pertaining to cyber security like cyber security policies for Govt of West Bengal, WBSEDCL or any amendment from time to time etc. The IP shall • Ensure that patches / workarounds for identified vulnerabilities should be patched / blocked immediately. • Responding to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same. • The SI should ensure that the	Security	The clause shall remain unchanged.
				The IP shall ensure to incorporate any advisories / recommendations pertaining to cyber security like CEA (Cyber Security in Power Sector) Guidelines 2021 or any amendment from time to time etc., pursuant to a project change request.	
				The IP shall ensure to incorporate any advisories / recommendations pertaining to cyber security like cyber security policies for Govt of West Bengal, WBSEDCL or any amendment from time to time etc. , pursuant to a project change request.	
				The IP shall	
				• Ensure that patches / workarounds for identified vulnerabilities should be patched / blocked immediately.	
				• Responding to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to	

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			security policy is maintained on an ongoing maintenance and updates to the same are made regularly. • Appropriately configure the security groups in accordance with the WBSEDCL networking policies. Regularly review the security group configuration and instance assignment in order to maintain a secure baseline. • Review the audit logs to identify any unauthorized access to Utility systems. • Testing and application of patches: The IP shall carry out testing and application of periodic patches released by M/s SAP to plug vulnerabilities in the system. • The IP shall undertake to treat information passed on to them under this Contract as classified. Such Information shall not be communicated / published / advertised by the IP to any person/organization without the express permission of WBSEDCL. • The IP shall report forthwith in writing of information security breaches to WBSEDCL by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities, or Confidential Information. • IP shall be responsible for data security, consumer's data privacy, protection, confidentiality, handling, and any kind of misuse of data by its own employees, third	ensure that workaround / patch is made available for the same. • The SI should ensure that the security policy is maintained on an ongoing maintenance and updates to the same are made regularly, as specified in the statement of work and project change requests. • Appropriately configure the security groups in accordance with the WBSEDCL networking policies. Regularly review the security group configuration and instance assignment in order to maintain a secure baseline. • Review the audit logs to identify any unauthorized access to Utility systems. • Testing and application of patches: The IP shall carry out testing and application of periodic patches released by M/s SAP to plug vulnerabilities in the system. • The IP shall undertake to treat information passed on to them under this Contract as classified. Such Information shall not be communicated / published / advertised by the IP to any person/organization without the express permission of WBSEDCL. • The IP shall report forthwith in writing of information security breaches to WBSEDCL by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's	

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			party employees and other government and private entities. • The IP shall also ensure adherence to the latest Data protection and Data privacy regulations such as DPDP Act 2025 or any other such regulations, amendments from time to time. One agreement as per ANNEXURE-XVI shall be signed on non-judicial stamp paper of INR 100 before commencement of the contract. • The IP shall be permitted to obtain WBSEDCL data only to deliver the services and shall be prohibited from using WBSEDCL data for any other purposes such as legitimate purposes (such as marketing, research etc.) and illegitimate purposes (as when data is sold in bulk to third party).	Data, facilities, or Confidential Information. • ~~IP shall be responsible for data security, consumer's data privacy, protection, confidentiality, handling, and any kind of misuse of data by its own employees, third party employees and other government and private entities.~~ • ~~The IP shall also ensure adherence to the latest Data protection and Data privacy regulations such as DPDP Act 2025 or any other such regulations, amendments from time to time. One agreement as per *ANNEXURE XVI* shall be signed on non-judicial stamp paper of INR 100 before commencement of the contract.~~ • The IP shall be permitted to obtain WBSEDCL data only to deliver the services and shall be prohibited from using WBSEDCL data for any other purposes such as legitimate purposes (such as marketing, research etc.) and illegitimate purposes (as when data is sold in bulk to third party).	
211	3.7.10.3	97	3.7.10.3 Third Party Audit • WBSEDCL may conduct third-party audit for the solution w.r.t. security as per the guidelines of Government of India or Sectorial	~~Third Party~~ Audit • WBSEDCL may conduct audits, either through itself of through third parties in accordance with the following guidelines:	The clause shall remain unchanged.

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			CERT during the tenure of the contract period. • A designated team / person from Purchaser or its appointed third party shall review the performance of Bidder against the SLA as per requirement. The review / audit report shall form basis of any action relating to imposing penalty on or breach of contract of the IP. • The IP shall provide unrestricted access to records, systems, tools and documentation for audit purposes. • IP shall have to make necessary changes in the configuration and/or solution as per the recommendations of third-party auditor / WBSEDCL without any additional cost to the Purchaser.	1. The audit is limited to the services and routinely prepared documentation under the Agreement. BIDDER shall not be obligated to share any information relating to BIDDER's costs, BIDDER proprietary data, confidential information of BIDDER's other customers and internal audit reports. All financial information would be routinely excluded from such inspection. 2. The audit shall exclude access to BIDDER's premises, proprietorial or commercial information, which is confidential to BIDDER. 3. Audits shall be conducted with reasonable prior notice of at least 30 days, should be done during BIDDER's normal business hours and without disrupting BIDDER's normal business processes. 4. WBSEDL will bear the costs of the audit. 5. All information accessed in connection with audit shall be confidential. 6. Audit by third parties shall be subject to BIDDER's prior written approval, and will exclude BIDDER's competitors. • third party audit for the solution w.r.t. security as per the guidelines of Government of India or Sectorial CERT during the tenure of the contract period.	

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
				• A designated team / person from Purchaser or its appointed third party shall review the performance of Bidder against the SLA as per requirement. The review / audit report shall form basis of any action relating to imposing penalty on or breach of contract of the IP.	
				• The IP shall provide unrestricted access to records, systems, tools and documentation for audit purposes.	
				• IP shall have to make necessary changes in the configuration and/or solution as per the recommendations of third-party auditor / WBSEDCL without any additional cost to the Purchaser.	
212	NDA	149	Term This Agreement shall terminate .... years from the Effective Date. Receiving Party's obligations with respect to confidentiality shall expire after ...... years from the date of disclosure.	**Term** This Agreement shall terminate along with the termination of the main agreement ~~years from the Effective Date.~~ Receiving Party's obligations with respect to confidentiality shall expire after two years from the date of disclosure.	The clause shall remain unchanged.
213	Annex XVI	151	**Data Protection Agreement**	The Bidder requests that this format be supplemented with the mutually agreed format based on the Annexure XVI and the BIDDER DPA as contained in http://ibm.com/terms/?id=z126-7745.	The clause shall remain unchanged.
214	Section: 3 General Terms & Conditions (GTC) GTC No. 1.3	40 of 189	Any form of consortium/ Joint ventures shall not be allowed.	Bidder request the Department to allow consortium bidding comprising two consortium members	The clause shall remain unchanged.

SNo.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
215	EC.8. Technical Eligibility: Sr No.1	34 of 189	The Bidder should have implemented SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) in any Power Distribution Utility in India during the last fifteen (15) years, meeting any one of the following criteria: • One (1) project valued at a minimum of INR 120 Crore, OR • Two (2) projects, each valued at a minimum of INR 60 Crore, OR • Four (4) projects, each valued at a minimum of INR 30 Crore The successful completion shall include at least one-year FMS subsequent to Go-Live All the projects must have configuration, customization, implementation, Roll Out and providing FMS/ post Go-Live support and may include supply and installation of Hardware/cloud services/Software/ licenses.	Bidder request department to change the clause as mentioned below:- The Bidder should have implemented SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) in any Govt/ PSU / Power Distribution Utility in India during the last fifteen (15) years, meeting any one of the following criteria: • One (1) project valued at a minimum of INR 120 60 Crore, OR • Two (2) projects, each valued at a minimum of INR 60 37.5 Crore, OR • Four (4) Three (3) projects, each valued at a minimum of INR 30 Crore The successful completion shall include at least one-year FMS subsequent to Go-Live All the projects must have configuration, customization, implementation, Roll Out and providing FMS/ post Go-Live support and may include supply and installation of Hardware/cloud services/Software/ licenses.	**Please refer Appendix -1 for revised Technical Eligibility for details**
216	EC.8. Technical Eligibility: Sr No.2	36 of 189	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) for any Three (3) ERP Projects in any Power Utility in India in last Fifteen (15) years. The successful completion shall include at least one-year FMS subsequent to Go-Live	Bidder request department to change the clause as mentioned below: - The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support project shall NOT be considered) for any Three (3) Projects in any Power Sector Utility in India in last Fifteen (15) years. The successful completion shall include at least one-year FMS subsequent to Go-Live	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
217	EC.8. Technical Eligibility: Sr No.3	36 of 189	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least Two (2) ERP Projects in India in last Fifteen (15) years with each having more than 3000 Transactional Users (Excluding Payroll & ESS/MSS) or 1000 FUEs. The successful completion shall include at least one-year FMS subsequent to Go-Live	Bidder request department to change the clause as mentioned below: - The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least Two (2) ERP Projects in India in last Fifteen (15) years with each having more than 3000 1000 Transactional Users (Excluding Payroll & ESS/MSS) or 1000 FUEs. The successful completion shall include at least one-year FMS subsequent to Go-Live	**Please refer Appendix -1 for revised Technical Eligibility for details**
218	EC.8. Technical Eligibility: Sr No.4	36 of 189	The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least Three (3) ERP Projects in last Fifteen (15) years in any Power Utility in India. Each project must have implemented at least Six (6) out of the Eleven (11) of following functions / modules (Modules i to v are mandatory) – i. Finance and Accounting ii. Material & Inventory Management iii. Human Resource Management including Time Management, Payroll and ESS iv. Project Management v. Plant/Asset Maintenance vi. Sales & Distribution vii. Treasury Management viii. Fund Management ix. Environment, Health & Safety x. Business Intelligence/ MIS	Bidder request department to change the clause as mentioned below:- The Bidder should have successfully completed SAP ERP solution (only FMS/post Go-Live support shall NOT be considered) for at least Three (3) ERP Projects in last Fifteen (15) years in any Power Utility Govt./ PSU in India. Out of above any two project must be in Power Sector Each project must have implemented at least Six (6) Four (4) out of the Eleven (11) of following functions / modules (Modules i to v are mandatory) – i. Finance and Accounting ii. Material & Inventory Management iii. Human Resource Management including Time Management, Payroll and ESS iv. Project Management v. Plant/Asset Maintenance vi. Sales & Distribution vii. Treasury Management	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			Reporting xi. Governance, Risk, and Compliance	viii. Fund Management ix. Environment, Health & Safety x. Business Intelligence/ MIS Reporting xi. Governance, Risk, and Compliance	
219	EC.8. Technical Eligibility: Sr No.5	36 of 189	No. of implemented SAP ERP solution (only FMS/post Go-Live support shall not be considered) in any Power Distribution Utility in India during the last fifteen (15) years having minimum turn over more than INR 5000 Crore as on Go-Live date. The proposed projects should include implementation of Finance & Controlling and Material Management Modules.	Bidder request department to change the criteria as mentioned below: - No. of implemented/ Supported SAP ERP solution (only FMS/post Go-Live support shall not be considered) in any Power Distribution Utility in India during the last fifteen (15) years having minimum turn over more than INR 5000 Crore as on Go-Live date. The proposed projects should include implementation of Finance & Controlling and Material Management Modules.	**Please refer Appendix -1 for revised Technical Eligibility for details**
220	EC.8. Technical Eligibility: Sr No.6	37 of 189	The Bidder should have successfully completed implementation of SAP (including Success Factors) Payroll solution covering at least 7500 Employees in any Central/State PSU or Govt. Organization in India during the last fifteen (15) years. The successful completion shall include at least two (2) years FMS subsequent to Go-Live.	Bidder request department to change the criteria as mentioned below: - The Bidder should have successfully completed implementation / Support of SAP (including Success Factors) Payroll solution covering at least 7500 Employees in any Central/State PSU or Govt. Organization in India during the last fifteen (15) years. The successful completion shall include at least two (2) years FMS subsequent to Go-Live.	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
221	B Technical Criteria – Billing System Sr No.5	37 of 189	Bidder must have successfully implemented SAP IS-U or SAP S/4HANA billing solution (only FMS/post Go-Live support project shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years One (1) project worth at least INR 80 Cr OR Two (2) projects each worth at least INR 40 Cr OR Three (3) projects each worth at least INR 25 Cr The successful completion shall include at least one-year FMS subsequent to Go-Live All the projects must have installation, configuration, customization, implementation, Roll Out and providing FMS/ post Go-Live support and may include supply of Hardware/cloud services/Software/ licenses.	Bidder must have successfully implemented ~~SAP IS-U or SAP S/4HANA~~ any billing solution (only FMS/post Go-Live support project shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years One (1) project worth at least INR 80 Cr OR Two (2) projects each worth at least INR 40 Cr OR Three (3) projects each worth at least INR 25 Cr The successful completion shall include at least one-year FMS subsequent to Go-Live All the projects must have installation, configuration, customization, implementation, Roll Out and providing FMS/ post Go-Live support and may include supply of Hardware/cloud services/Software/ licenses. In case of Consortium, any member can fulfil the criteria.	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
222	B Technical Criteria – Billing System Sr No.6	38 of 189	Bidder must have successfully implemented SAP IS-U/other SAP based billing systems (only FMS/post Go-Live support shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years. Each of the projects shall be in operation for at least one (1) year as on date of bid submission Bidder must have successfully implemented SAP IS-U or S/4 HANA based Utilities billing solution (only FMS/post Go-Live support shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years for an aggregate consumer base from a maximum of Four (4) projects of at least 75 Lakhs consumers. The successful completion shall include at least one-year FMS subsequent to Go-Live	Bidder must have successfully implemented ~~SAP IS-U/other SAP based~~ any billing systems (only FMS/post Go-Live support shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years. Each of the projects shall be in operation for at least one (1) year as on date of bid submission Bidder must have successfully implemented ~~SAP IS-U or S/4 HANA based~~ Utilities billing solution (only FMS/post Go-Live support shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years for an aggregate consumer base from a maximum of Four (4) projects of at least 75 Lakhs consumers. The successful completion shall include at least one-year FMS subsequent to Go-Live In case of Consortium, any member can fulfil the criteria.	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
223	B Technical Criteria – Billing System Sr No.7	38 of 189	Bidder must have implemented at least one (1) project with any COTS billing solution in any Power Distribution Utility in India with an aggregate consumer base of 20 lakhs	Bidder request department to change the criteria as mentioned below: - Bidder must have implemented at least one (1) project with any COTS billing solution in any Power Distribution Utility in India with an aggregate consumer base of 20 lakhs In case of Consortium, any member can fulfil the criteria.	**Please refer Appendix -1 for revised Technical Eligibility for details**
224	B Technical Criteria – Billing System Sr No.8	38 of 189	Bidder must have successfully implemented SAP IS-U or S/4 HANA based Utilities billing solution (only FMS/post Go-Live support shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years. Each of the projects shall be in operation for at least one (1) year as on date of bid submission. The implementation should have covered at least Six (6) modules (Modules i to v are MANDATORY) out of the below mentioned list: i. Metering, Billing & Collection (MBC) ii. Prepaid Module iii. New Connection, Disconnection & Reconnection iv. Energy Accounting & Audit v. Management Information System & Dashboarding vi. Customer Relationship	Bidder must have successfully implemented ~~SAP IS-U or S/4 HANA based~~ Utilities billing solution (only FMS/post Go-Live support shall not be considered) in any Indian/ Global Power Distribution Utility during the last fifteen (15) years. Each of the projects shall be in operation for at least one (1) year as on date of bid submission. The implementation should have covered at least Six (6) modules (Modules i to v are MANDATORY) out of the below mentioned list: i. Metering, Billing & Collection (MBC) ii. Prepaid Module iii. New Connection, Disconnection & Reconnection iv. Energy Accounting & Audit v. Management Information System & Dashboarding vi. Customer Relationship Management (CRM) or Customer Care Centre (CC) (New connection,	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
			Management (CRM) or Customer Care Centre (CC) (New connection, Grievance handling Updation etc.) vii. Web Portal and Mobile Applications viii. Workforce Management ix. Identity Access Management x. Document Management System xi. Accounting, Ledger, & Banking Reconciliation Statement (BRS) Process	Grievance handling Updation etc.) vii. Web Portal and Mobile Applications viii. Workforce Management ix. Identity Access Management x. Document Management System xi. Accounting, Ledger, & Banking Reconciliation Statement (BRS) Process In case of Consortium, any member can fulfil the criteria.	
225	B Technical Criteria – Billing System Sr No.9	39 of 189	Bidder should have experience of integrating SAP IS-U or S/4HANA based Utilities Billing solution (only FMS/post Go-Live support project shall not be considered) with at least Four (4) (i & ii are mandatory) out of the below mentioned application list in a single project, in any Indian/ Global Power Distribution Utility in the last fifteen (15) years – 1. Payment Gateways 2. AMR/ MDMS/other AMI applications 3. ERP 4. Spot Billing/Prepaid Engine 5. Consumer Portal/Mobile Application 6. GIS 7. Workforce Management 8. Outage Management System 9. SCADA/DMS/ADMS 10. Energy Accounting/Energy Audit 11. SMS/Email Gateways The successful completion shall include at least one-year FMS subsequent to Go-Live	Bidder should have experience of integrating ~~SAP IS-U or S/4HANA based~~ Utilities Billing solution (only FMS/post Go-Live support project shall not be considered) with at least Four (4) (i & ii are mandatory) out of the below mentioned application list in a single project, in any Indian/ Global Power Distribution Utility in the last fifteen (15) years – 1. Payment Gateways 2. AMR/ MDMS/other AMI applications 3. ERP 4. Spot Billing/Prepaid Engine 5. Consumer Portal/Mobile Application 6. GIS 7. Workforce Management 8. Outage Management System 9. SCADA/DMS/ADMS 10. Energy Accounting/Energy Audit 11. SMS/Email Gateways The successful completion shall include at least one-year FMS subsequent to Go-Live In case of Consortium, any member can fulfil the criteria.	**Please refer Appendix -1 for revised Technical Eligibility for details**

SN o.	Section/ Clause details	Page No.	Existing Provisions	Bidder's Queries	WBSEDCL's Comments
226	EC.4. OEM (M/s SAP) Authorization:	32 of 189	Bidder must be a Global Strategic Service Partner (GSSP) for SAP. A Global Partner – Services with SAP status as on date of submission of the bid must be submitted.	Bidder request department to change the clause as mentioned below: - Bidder must be a ~~Global Strategic Service Partner (GSSP)~~ Gold or above partner for SAP. A ~~Global~~ Gold or above Partner – Services with SAP status as on date of submission of the bid must be submitted.	The clause shall remain unchanged.
227	IB.9.7.5. Reverse Auction	25 of 189	After opening the financial proposal of the bidders, Reverse Auction shall be conducted using the NIC portal among the techno-commercially eligible bidders only.	Bidder request department to remove the Reverse Auction clause.	The clause shall remain unchanged

Note: *Bidder queries are reproduced for reference and ease of understanding. Any strike-throughs or formatting appearing in bidder queries represent the bidder's presentation style only and have no contractual or interpretational implication.*

Jana
13/02/26

(U. K. Jana)
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