



**H. P. POWER TRANSMISSION CORPORATION LIMITED**

(A State Government Undertaking)

**Regd. Office: Himfed Bhawan, New ISBT Road, Panjari Shimla-171005**

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**No.: HPPTCL/IT/ERP-AMC/2022 7304**

**Dated: 28/07/2022**

**From:- GM (C&D)**

To:

M/S \_\_\_\_\_

**Subject:- Tender Document No. 23-HPPTCL/IT/ERP-AMC for “Annual Maintenance Contract (AMC) Services for three (03) years for SAP”: – Clarification on the pre-bid queries thereof.**


Dear Sirs,

In this context, the reply of the pre-bid queries as received through e-mail on dated 18<sup>th</sup> July, 2022 on the subject cited tender is enclosed herewith for information and necessary action at you end.

It is added herewith that these Clarifications shall form a part of Bidding Document.

DA:- As above

Yours Truly,

  
Er. Rajneesh Kumar,  
General Manager (C&D),  
HPPTCL, Himfed Bhawan,  
Panjari, Shimla-5.

Sl.no	RFP Document Reference(s) (Section & Page Number(s)), Clause number, Point number, Content of RFP requiring Clarification(s)	Observation/ Query of Firm	Reply of HPPTCL
1.	<p>05 Section-III Evaluation &amp; Qualification Criteria- I. Pre- Qualification Criteria Sl. No. 9 and Page No-2 The bidder should have at least Fifteen (15) nos. of SAP Consultants (out of which seven (7) should be SAP Certified consultants) having three (03) years of experience, in any of the following functional areas of ERP (SAP) Solution:</p> <ol style="list-style-type: none"> <li>1) Human Resource Management</li> <li>2) Finance and Controlling</li> <li>3) Materials Management</li> <li>4) Project Systems</li> <li>5) Document Management System</li> <li>6) Asset Maintenance</li> <li>7) Basis /ABAP</li> </ol> <p>Note: Minimum 02 no. of consultants, from each of the above-mentioned functional areas should be covered.</p>	<p>1. We understand that HPPTCL asking for 7 Certified consultant out of 15 nos of SAP consultants and irrespective of any of the mentioed 7 functional areas. Please confirm ?</p> <p>2. Also we shall submit min. 2 nos of consultant profiles from each mentioned 7 modules whether they may be certified or non-certified. Please confirm ?</p> <p>3. Asset Maintenance- Is also known as Plant Maintenance (PM) in SAP. Please confirm ?</p>	<p>1. It is clarified that bidder should have at least Fifteen (15) nos. of SAP Consultants out of which seven (7) should be SAP Certified consultants irrespective of any of the mentioned 7 areas. However, the requirement of consultant for onsite support and offsite support is mentioned under Section VI- Sr. No 3&amp;4 of Tender Document.</p> <p>2. Minimum 02 no. of consultants, from each of the above-mentioned functional areas, especially, for FICO and MM module, should be certified.</p> <p>3. It is to confirm that, Asset Maintenance is same as Plant Maintenance in SAP.</p>
2.	<p>05 Section-III Evaluation &amp; Qualification Criteria- I. Pre- Qualification Criteria Sl. No. 10 and Page No-2 The bidder should have at least one (01) no. of SAP Consultant (to be proposed as Project Manager for the current project) having experience as Project Manager of at least one end-to-end implementation covering at least three (03) out of the below listed functions:</p> <ol style="list-style-type: none"> <li>1) Human Resource Management</li> <li>2) Finance and Controlling</li> <li>3) Materials Management</li> <li>4) Project Systems</li> </ol>	<p>Can this CV be repeated from the above criteria</p>	<p>Yes, the CV can be repeated from the above criteria.</p>



	5) Document Management System 6)Asset Maintenance		
3.	Section VI. Schedule of Service/Work 3. SCOPE OF SERVICE(S) A. Annual Maintenance Contract (AMC) Services: SAP applications are hosted with cloud service provider M/s ESDS Software Solution Pvt. Limited in their datacenter at Mumbai.	We understand that this application hosted in Cloud ESDS. Is HPPTCL directly signed/ engaged this cloud partner or through a vendor and validity ?  What is the timeframe and SLA (Service Level Agreement) for downtime and resolution?	Cloud Services are taken from M/S ESDS Software Solution Private Limited till September 2023 under a Contract Agreement executed between HPPTCL and M/S ESDS Software Solution Private Limited in the month of August, 2018. Timeframe and SLA as per <b>Annexure-A</b>
4.	Section VI. Schedule of Service/Work 3. SCOPE OF SERVICE(S) A. Annual Maintenance Contract (AMC) Services: 1. Technical and Functional Support: To provide the technical and functional support and maintenance of SAP ERP and all other third-party software which are the part of SAP ERP solution implemented at HPPTCL.	What are the 3rd party software HPPTCL using including SAP ERP Solution ?	Presently there are no 3rd party software.
5.	Section VI. Schedule of Service/Work 3. SCOPE OF SERVICE(S) A. Annual Maintenance Contract (AMC) Services: Onsite Support: Service Provider shall also deploy additional 120 (One-hundred twenty) onsite consultant man-days during the contract period of three years as per the requirements of HPPTCL. HPPTCL shall inform Fifteen (15) days prior for deployment of such consultants as per the requirement for the respective module. Travel cost shall be borne by the Service Provider, however, HPPTCL shall extend its support for stay arrangement at HPPTCL own Guest House at Shimla for these additional consultants.	We understand that HPPTCL wanted additional 120 Onsite Consultant Mandays during these 3 years of contract period apart from onsite FICO & MM consultant.  1. We shall quote these additional 120 man-days along with Travel cost. Please confirm?  2. And we understand that HPPTCL shall provide the stay arrangement for this additional consultant. Can also we avail this stay facility for these 365 onsite FICO & MM consultants?	1. Yes, the price for additional 120 man-days along with additional expenses shall be included in Price schedule-I serial no 1 "Annual Maintenance Contract (AMC) Services for ERP (SAP) System Section-VI of the Bid Document." In case HPPTCL requires services of additional consultants onsite after consuming 120 days, the rates quoted by bidder at Price schedule-II will be used.  2. HPPTCL will not provide any accommodation facility to onsite consultants. However, shall extend its support wherever possible for the additional consultants.

6.	<p>Section VI. Schedule of Service/Work 3. SCOPE OF SERVICE(S) A. Annual Maintenance Contract (AMC) Services: 8. The Service Provider shall also maintain the SAP system implemented as per End User License Agreement (EULA) signed with SAP India Pvt. Ltd. (copy of EULA is attached as Annexure-A). In case, if during license audit, SAP finds some issues and impose financial implication, it shall be passed to the Service Provider as service provider is responsible for guiding HPPTCL for proper utilization of licenses. The payment of Annual Technical Services to M/s SAP is taken care by HPPTCL.</p>	<p>We understand that during this 3 years of contract period, if any misguidance or improper utilisation of Licenses made, this shall be responsible by the service provider. But if it is happened earlier or before contract initiation this shall be taken care by HPPTCL or earlier vendor. Please confirm?</p>	<p>If there is any misguidance or improper utilisation of Licenses before the contract initiation it should be pointed out by the service provider within a period of one month. However, after that Service provider is responsible for financial implication imposed during the contract period, if any.</p>
7.	<p>The bidder should have an experience of providing minimum one (01) year Annual Maintenance Contract (AMC) Services for ERP (SAP) Solution for one (01) completed projects in India, for last five (05) years in the energy sector. Note: Any Three (03) out of the following functional areas of ERP (SAP) Solution should have been covered:</p> <ul style="list-style-type: none"> <li>· Human Resource Management</li> <li>· Finance and Controlling</li> <li>· Materials Management</li> <li>· Project Systems</li> <li>· Document Management system</li> </ul> <p>Mentioned in Pre -Qualification Criteria</p>	<p>As we understand the AMC is required to be given for a project which has gone live, any project for which go live has not happened and AMC services are being provided will not be admissible</p>	<p>Experience of AMC is required for a project that has gone live.</p>
8.	<p>The bidder should have CMMi Level 3 or higher level certification. Mentioned in Pre -Qualification Criteria</p>	<p>Kindly change it to CMMi Level 5. The reason for the change is that SAP implementation is a complex process and CMMi level 3 companies will not be able to provide the due support.</p>	<p>As per bidding document.</p>



9.	<p>The bidder should have an experience of providing minimum one (01) year Annual Maintenance Contract (AMC) Services for ERP (SAP) Solution for one (01) completed projects in India, for last five (05) years in the energy sector. Note: Any Three (03) out of the following functional areas of ERP (SAP) Solution should have been covered:</p> <ul style="list-style-type: none"> <li>· Human Resource Management</li> <li>· Finance and Controlling</li> <li>· Materials Management</li> <li>· Project Systems</li> <li>* Document Management system</li> <li>* Asset Management System</li> <li>* Basis/ ABAP</li> </ul> <p>Note: Minimum 02 no. of consultants, from each of the above mentioned functional areas should be covered. Mentioned in Pre -Qualification Criteria</p>	<p>The number of resources asked should be atleast 200 and out of which atleast 100 should be SAP Certified, since the company which has 15 resources would be a very small company and may not have a potential to be a going concern for long duration.</p>	<p>As per bidding document.</p>
10.	<p>Number of Projects completed in India, providing minimum one (01) year Annual Maintenance Contract (AMC) Support for SAP(ERP)/ end to end implementation of SAP(ERP) during the last 7 years in the energy sector. MaximumScore -20marks</p> <p>&gt;5 Projects = 20 Marks  3 to 5 Projects = 14 Marks  1 to 2 Projects = 10 Marks  Otherwise 0 Marks Point No 2 in Technical Bid Evaluation Criteria</p>	<p>MaximumScore -10marks  &gt;5 Projects = 10 Marks  3 to 5 Projects = 8 Marks  1 to 2 Projects = 5 Marks  Otherwise 0 Marks</p>	<p>As per bidding document.</p>
11.	<p>Quality Certification - CMMi Level Maximum Score - 10 marks Above</p> <p>CMMi level 3 – 10 Marks  CMMi level 3 or below - 7 Marks Point No 3 in Technical Bid Evaluation Criteria</p>	<p>Maximum Score - 5 marks  Above CMMi level 5 – 5 Marks  CMMi level 4 or below - 0 Marks</p>	<p>As per bidding document.</p>
12.	<p>Average annual turnover in INR in the last three (03) financial years (i.e. FY 2020-21, FY 2019-20, FY2018-19). MaximumScore -15marks</p>	<p>MaximumScore -10marks  &gt;100 Crore = 10 Marks  50 to 100 Crores = 7 Marks</p>	<p>As per bidding document.</p>



	<p>&gt;10 Crore = 15 Marks  5 to 10 Crores = 10.5 Marks  2 to 5 Crores = 7.5 Marks  Otherwise 0 Marks Point No 4 in Technical Bid Evaluation Criteria</p>	<p>20 to 50 Crores = 5 Marks  Otherwise 0 Marks</p>	
13.	<p>Additional Point From FIRM Not Mentioned in Technical Bid Evaluation Criteria Section</p>	<p><b>One project with SAP implementation and Support of atleast one year with minimum value of 10Cr. In last 5 years</b>  Any of the three (3) out of the following functional areas of SAP (ERP) Solution should be covered in the completed project:  1. Human Resource Management  2. Finance and Controlling  3. Materials Management  4. Project Systems  5. Asset Maintenance  <b>Maximum Score - 20 Marks</b>  <b>Supporting Document - Work order &amp; Completion Certificate from the customer</b></p>	As per bidding document.
14.	<p>Limitation of Liability Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Contractor to the Employer, shall not exceed the total Contract Price. This shall not affect the liability for premeditation and gross negligence or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement Section V, Condition of contract, Page No. 10 &amp; Clause 24</p>	<p>Replace criminal negligence with gross negligence.  Further suggested to please add this in clause-  "The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services,</p>	As per bidding document.



		<p>whether or not the likelihood of such loss or damage was contemplated.”</p> <p>Indemnity is acceptable for infringement of IPR breach only as per govt guidelines.</p>	
15.	Confidentiality Not Found in RFP	<p>Propose this language – “Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party’s rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.”</p>	As per bidding document.
16.	Intellectual Property Right (IPR): Not found in RFP	<p>Propose this language –“FIRM may use data, software, designs, utilities, tools,</p>	As per bidding document.

		models, systems and other methodologies and know-how ("Materials") that FIRM own in performing the Services. Notwithstanding the delivery of any Reports, FIRM retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that FIRM compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement."	
17.	Termination A. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part: (i) If the Contractor fails to complete any part of all the work or all of the Goods within the period(s) specified in the Contract, or within any extension there of granted by the Purchaser.(ii) If the Contractor fails to perform any other obligation(s) under the Contract. (iii) If the Contractor, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Please See Section V, Condition of contract, Page No. 7,8,9 & Clause 19,20,21,22 for details	Clause 22 (Termination of Contract by Contractor) of Section V: Please add the following termination provision: "FIRM may terminate this Agreement, or any particular Services, immediately upon written notice to Client if FIRM reasonably determine that FIRM can no longer provide the Services in accordance with applicable law or professional obligations."	As per bidding document.
18.	Force Majeure i)The firm shall not be liable for loss or damage to HPPTCL resulting from any delay or failure to complete the work due to the act of God, war declared or undeclared, act of public enemy, riots, civil	It is recommended to add below clause to under Force Majeure to facilitate remote working (EP to evaluate the requirement of below clause): "(i) To	As per bidding document.





	<p>commotion, invasion, insurrection, sabotage, acts of restraint of Government, federal, state or municipal action or regulation, fire, flood, hurricanes, accidents, epidemic, quarantine, restrictions, or other causes, contingencies or circumstances not subject to their control, whether of a similar or dissimilar nature which prevents the Contractor from completion of work. Any such cause or delays even though not existing on the date of the contract on or the date of start of reclaiming shall extend the time of performance automatically by length of delays occasioned thereby, including delay reasonably incidental to the resumption of normal reclamation work even though such case may occur after performance firm's obligation has been delayed for the other causes.ii) If a Force Majeure situation arises, the contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event Section V, Condition of contract, Page No. 6 &amp; Clause 18</p>	<p>the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.(ii) Where FIRM Personnel are required to be in present at Client's premises, FIRM will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an FIRM resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk."</p>	
	<p>19. Settlement of Disputes The formal mechanism for the resolution of disputes shall be: a. A notice, for any disagreement or dispute arising between them under or in connection with the Contract shall be given by either party as soon as it arises. b. Within 28 (twenty eight)</p>	<p>Indian jurisdiction with seat of arbitration as Shimla is fine with us.</p>	<p>As per bidding document.</p>



	<p>days of issuance of such notice, the parties has to resolve the disagreement or dispute, failing which the matter shall be resolved through Arbitration under “The Arbitration and Conciliation (Amendment) Act, 2015”.</p> <p>c. Arbitration i. All disputes that cannot be settled amicably by the contracting parties shall finally and exclusively be settled in accordance with the procedures of the Arbitration and Conciliation (Amendment) Act, 2015 of India and amendments thereof by Sole Arbitrator to be appointed by the Purchaser.ii. The place of arbitration shall be at Shimla.iii. Disagreement if any, arising out of this Bid Document/Agreement shall be settled by either party in a court of law under the jurisdiction of the courts at Shimla only. In case of dispute, the Jurisdiction of the courts at Shimla will prevail. Section V, Condition of contract, Page No. 2 &amp; Clause 6</p>		
20.	<p>Penalty (i) Penalty towards AMC Services in any quarter shall be calculated and deducted, as under:Period of Absent/ Shortfall Penalty For first seven days No. of days (shortfall) X (per man day cost of Price Schedule-I (1)) For next seven days 1.25 X No. Of days (shortfall) X (per man day cost of Price Schedule-I(1)) For next seven days 1.5 X No. Of days (shortfall) X (per man day cost of Price Schedule-I(1)) For next seven days 2.0 X No. Of days (shortfall) X (per man day cost of Price Schedule-I(1)) After 28 days of shortfall Notice to terminate the contract may be issued with option to Blacklist/Debar from future participation in HPPTCL/ other Govt. Tenders/ Organisations(ii) Penalty towards onsite Services in any quarter shall be calculated and deducted, as under:</p>	<p>The language is an exposure to FIRM as it will increase our liability. Please take approval of EP in consultation with Respective SL Quality.</p>	<p>As per bidding document.</p>
21.	<p>ERP_AMC_Detailed-NIT.pdf NOTICE INVITING TENDER (NIT), clause 2 Date and time for submission of bid</p>	<p>We request HPPTCL to extend the submission date by at least 2 weeks</p>	<p>As per bidding document. However, the extension for submission of bids, if any</p>



	04/07/2022 to 01/08/2022 upto 5:00 PM for on line submission of bids, and upto 11:00 AM on 02/08/2022 for offline submission of documents.	(15/08/2022) and preferably by 3 weeks (22/08/2022) to enable us to submit a quality proposal. We also need this extension to be able to get our internal approvals for proposal submission.	shall be permitted after the due approval of the Authority.
22.	<p>Section VI. Schedule of Service/Work 3.A.I.1 SCOPE OF SERVICE(S) - page 4 SAP project went live on 1st April 2019</p> <p>1)Human Resource Management (HRM)                  2)Finance and Controlling (FICO)                  3)Materials Management (MM)                  4)Project Systems (PS)                  5)Document Management System (DMS)                  6)Asset Maintenance /Plant Maintenance (AM)                  7)Sales and distribution (SD)</p> <p>Apart from the above following functionality is also implemented</p> <p>1) Enterprise Portal                  2) Employee Self Service (ESS)                  3) Fiori Mobile App                  4) Dashboard</p> <p>SAP applications are hosted with cloud service provider M/s ESDS Software Solution Pvt. Limited in their datacenter at Mumbai</p>	Please specify the exact SAP version and service pack in use. Kindly share SAP architecture map if possible	SAP Version: EHP8 for SAP ERP 6.0 Service Pack Stack: 08 (10/2017) FP. SAP architecture is attached at <b>Annexure-B</b>
23.	Section VI. Schedule of Service/Work 3.A.I.2 SCOPE OF SERVICE(S) - page 4 2. Technical and Functional Support: To provide the technical and functional support and maintenance of SAP ERP and all other	What third party softwares which are part of SAP ERP solution will be in vendor scope. Please provide the list of such softwares. Typically third part	There are no 3rd party software.




	third-party software which are the part of SAP ERP solution implemented at HPPTCL.	softwares integrated with SAP are not in SAP support vendor scope and only support of integrations is in scope	
24.	Section VI. Schedule of Service/Work 3.A.1.3 SCOPE OF SERVICE(S) - page 5 3. Onsite Support: Further, the Service Provider shall also deploy additional 120 (One-hundred twenty) onsite consultant man-days during the contract period of three years as per the requirements of HPPTCL. HPPTCL shall inform Fifteen (15) days prior for deployment of such consultants as per the requirement for the respective module. Travel cost shall be borne by the Service Provider, however, HPPTCL shall extent its support for stay arrangement at HPPTCL own Guest House at Shimla for these additional consultants.	Request HPPTCL to provide the number of trips this 120 man-days of support will be used over the 3 year duration. Our consultants will be traveling from NCR and hence we need the expected number of trip for budgeting for travel expenses at our end	It will be on need basis, hence can't be confirmed at this stage.
25.	Section VI. Schedule of Service/Work 3.A.1.4 SCOPE OF SERVICE(S) - page 5 1. Off Site/Remote Support on Shared Basis: As mentioned above, two (02) number functional consultant shall be onsite for support, further the Service Provider shall have sufficient staff to support remotely/offsite for the following functional/technical modules for smooth running of the system: - <ul style="list-style-type: none"> <li>• Human Capital Management (HCM)</li> <li>• Project Systems (PS)</li> <li>• Asset Maintenance (AM)</li> <li>• Document Management System (DMS)</li> <li>• BASIS/ABAP, database administrator and network administrator</li> <li>• Sales and Distribution (SD)</li> </ul> Support to run following functionalities is also required. <ol style="list-style-type: none"> <li>1) Enterprise Portal</li> </ol>	We need following information to estimate the headcount or FTE equivalent for providing support from offshore for the mentioned modules and skill sets:- <ol style="list-style-type: none"> <li>1) kindly provide the number overall SAP users</li> <li>2) kindly provide the number of SAP users for the major modules viz. HCM, PS, PM/AM and SD</li> <li>3) what is the level of customization in SAP? Kindly provide the number RICEFW or custom objects</li> <li>4) What is the number of users of Enterprise Portal?</li> <li>5) What is the number of users of Employee self service</li> <li>6) What tool are you using for SAP</li> </ol>	<ol style="list-style-type: none"> <li>1. The number overall SAP users is <b>165</b>.</li> <li>2. The number of SAP users for the major modules viz. HCM, PS, PM/AM and SD is as under:- <ul style="list-style-type: none"> <li>• <b>HCM-45</b></li> <li>• <b>PS-42</b></li> <li>• <b>PM-21</b></li> <li>• <b>SD-20</b>.</li> </ul> </li> <li>3. The number of RICEFW or custom objects is <b>217</b>.</li> <li>4. The number of users of Enterprise Portal is <b>165</b>.</li> <li>5. The number of users of Employee self service is <b>50</b>.</li> <li>6. Tool being used for SAP dashboard are <b>SAP Business objects System, Lumira Report</b>.</li> <li>7. The number of SAP dashboards and</li> </ol>

	<p>2) Employee Self Service (ESS) 3) Fiori Mobile App 4) SAP Dashboard</p>	<p>dashboard? 7) Kindly provide the number of SAP dashboards and reports? 8) Please provide the number of monthly tickets / calls / issues by module and/or skill area (this will help us in estimating offshore support FTE for each) 9) How are you currently maintaining the log of issues/tickets? Are you using any tool? Kindly share the issue / ticket log if possible 10) Are you using any custom FIORI apps? If yes, please specify the number and provide the list if possible 11) Are you using SOLMAN (in Basis)? If yes, what features have been implemented and are in use currently?</p>	<p>reports is <b>32</b>. 8. The number of monthly tickets / calls / issues by module and/or skill area is as under for the month of June 2022:-  <ul style="list-style-type: none"> <li>• <b>FICO-33,</b></li> <li>• <b>MM &amp; SD-23,</b></li> <li>• <b>PS-14,</b></li> <li>• <b>HR-26, PM-3.</b></li> </ul>           9. <b>Solution Manager tool</b> is being used currently for maintaining the log of issues/tickets. Logs provided at <b>Annexure-C</b>            10. No, we are not using any custom FIORI apps, we are using only standard applications.            11. Yes, we are you using SOLMAN (in Basis). ITSM (Information Technology Service Management) and Solman Tool</p>
<p>26.</p>	<p>Section VI. Schedule of Service/Work 3.A.1.7 SCOPE OF SERVICE(S) - page 5 7. Migration of Data Center: Presently HPPTCL has hosted its SAP application of HPPTCL with M/s ESDS Software Solution Pvt Ltd. in their datacenter at Mumbai. If required, in future HPPTCL might plan to migrate for services to another vendor. The service provider shall coordinate with the data center team for migration of datacenter.</p>	<p>Kindly elaborate on the expectations from SAP support vendor for data centre migration.</p>	<p>As per the bidding document.</p>
<p>27.</p>	<p>Section VI. Schedule of Service/Work 3.A.1.8 SCOPE OF SERVICE(S) - page 5 8. The Service Provider shall also maintain the SAP system implemented as per End User License Agreement (EULA) signed with SAP India Pvt. Ltd. (copy of EULA is attached as Annexure-A). In case, if during license audit, SAP finds some issues and impose financial implication, it shall be passed to the</p>	<p>FIRM will help HPPTCL in maintaining the EULA with SAP but we request to do away (delete) the related penalty pass through clause as it will be difficult to estimate and budget for the penalty amount. Please also elaborate on how this is being managed</p>	<p>As per the bidding document.</p>

	Service Provider as service provider is responsible for guiding HPPTCL for proper utilization of licenses. The payment of Annual Technical Services to M/s SAP is taken care by HPPTCL.	with your current support vendor and the actual penalty pass thru during the last 3 years	
28.	V. Conditions of Contract Clause 9.A. note :- Prior approval of Engineer-Incharge is mandatory in case onsite consultant is on Leave/change in consultant. In case leave is required by onsite consultant an alternate consultant is to be provided during the same period, failing to which the same shall be treated as Absent/ Shortfall and shall be dealt as per Point 23 (ii) (Penalty towards onsite Services).	We request HPPTCL to allow provision of offshore backup/alternate consultant when the main onsite consultant has to go on leave	As per the bidding document.
29.	V. Conditions of Contract Clause 23. ii (ii) Penalty towards onsite Services in any quarter shall be calculated and deducted, as under: Period of Absent/ Shortfall Penalty For first seven days No. of days (shortfall) X (per man day cost of Price Schedule-I (S No. 2/3)) For next seven days 1.25 X No. Of days (shortfall) X (per man day cost of Price Schedule-I (2/3)) For next seven days 1.5 X No. Of days (shortfall) X (per man day cost of Price Schedule-I (2/3)) For next seven days 2.0 X No. Of days (shortfall) X (per man day cost of Price Schedule-I (2/3)) After 28 days of shortfall Notice to terminate the contract may be issued with option to Blacklist/Debar from future participation in HPPTCL/ other Govt. Tenders/ Organisations	Request that up to 2 days of leave per month per onsite consultant be permissible in keeping with standard industry norms before counting of days of absence starts for panalty calculation	As per the bidding document.
30.	PRICE SCHEDULES Price Schedule - I Annual Maintenance Contract (AMC) Service for ERP (SAP) System Section - VI of the Bid Document	Can you please confirm if this line item on the price schedule is for the	Any expenditure on account of AMC shall be required to be quoted under the item 1 of the Price Schedule-I.



		remote/offshore shared support component of AMS?	
31.	<p>PRICE SCHEDULES Price Schedule - II</p> <p>SAP Consultants in any of the functional areas of the ERP (SAP) solution:</p> <p>(1) Human resource management</p> <p>(2) Finance and controlling</p> <p>(3) Materials Management</p> <p>(4) Project Systems</p> <p>(5) Document Management system</p> <p>(6) Asset Maintenance</p> <p>(7) Sales &amp; Distribution</p> <p>(8) BASIS</p> <p>(9) ABAP</p>	The price schedule sheet allows for one single monthly rate across all modules/skills mentioned. We request HPPTCL to change this pricing schedule to allow for different monthly rates by module and/or skill	As per the bidding document.

  
**Er. Rajneesh Kumar,**  
**General Manager (C&D),**  
**HPPTCL, Himfed Bhawan,**  
**Panjari, Shimla-5.**