



**उत्तर प्रदेश मेट्रो रेल कॉरपोरेशन लि०**  
**UTTAR PRADESH METRO RAIL CORPORATION LTD.**  
(Formerly Known as Lucknow Metro Rail Corporation Ltd.)  
(भारत सरकार एवं उत्तर प्रदेश सरकार का एक संयुक्त उपक्रम)  
(A JOINT VENTURE OF GOVT. OF INDIA & GOVT. OF U.P.)

UPMRC/RS&amp;S/IT/LKERP-04/Addendum-01

Date: 18.03.2024

To,  
All Bidders

**Sub:** Replies to pre-bid queries and addendum-01 to tender LKERP-04

**Ref: Tender LKERP-04:** Implementation and Configuration of SaaS based COTS ERP Application and 5 years comprehensive Annual Maintenance and Support for Uttar Pradesh Metro Rail Corporation Ltd

Dear Sir,

With reference to the above subject, Reply to pre-bid queries and addendum-01 of tender LKERP-04 is attached herewith.

Regards,

  
**Tradeep Kumar Khare**  
**General Manager (S&T)**

(AN ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 Certified Company)

Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow - 226010  
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**LKERP-04 Pre-bid queries' Reply**

S. No.	Volume	Section of Tender Document	Clause	Description of the clause	Tenderer's Query	UPMRLC reply
1	Volume-03	Appendix VII.2: Format of Financial Proposal		Rollout of implemented SaaS based COTS ERP for each upcoming project of UPMRC	Is the timeline defined, as the cost of implementation will vary, depending on the time/year of implementation. As the timeline is not defined, request, the 'future' 2 implementations be currently excluded from BOQ.	As per tender conditions.
2	Volume-01	Minimum Eligibility Criteria	1.2.2 (I)	Completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work	The Actual Completion Cost of the Project is company confidential, which may not be discloseable. The clause may be dropped.	As per tender conditions.
3	Volume-01	NIT	1.1.1 (B)	Approximate Cost of Work: ₹ 14.57 Crores (Inclusive of GST)	Request, the proposed Approx cost of work may be reviewed, considering the SoW.	As per tender conditions.
4	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv)	Completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such Work	Self Certification with attestation from independent CA be allowed for Global Credentials.	As per tender conditions.
5	Volume-01	NIT	1.1.1 (H2)	Tender submission end Date and Time (online): 18.03.2024 upto 1500 hrs (online)	Submission date as atleast 30 working days from the date of Pre-Bid clarifications are published. This is taking into consideration that this is a complex multi-faceted 7 year fixed price RFP, with diverse OEM engagement requirements and several undertakings / T&Cs etc which are in purview".	Refere Addendum-01.
6	Volume-01	Instructions To Tenderers	Annexure-4	PROFORMA FOR BANKING REFERENCE FOR LIQUIDITY	The same may be reviewed as requirement for Bidders, with turnover in excess of appropriate value / size.	As per tender conditions.
7	Volume-01	Instructions To Tenderers	Annexure-5	Available Bid Capacity	The same may be reviewed as requirement for Bidders, with turnover in excess of appropriate value / size.	As per tender conditions.
8	Volume-02	Section-04: Service Level Agreement	Penalty	1. In case the bidder / agency is not able to meet the target and execute the job within the project timelines mentioned for the milestones, a penalty of 2% of the entire contract amount shall be imposed per week of delay. 2. During AMC Phase if any issues is not resolved within timeline decided by bidder/agency and UPMRLC mutually or delayed support/Non-Compliance of Vendor's responsibility as mentioned in scope of work, a penalty of 2% of the Yearly Subscription Amount shall be imposed per week of delay.	Max 10% of The Implementation Value of the Project to be considered.	Refere Addendum-01.

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9	Volume-02	Section-05: Timeline	Project Timelines		It is requested to incorporate that the client would provide sign-offs / or revert with inputs in a consolidated way within 10 days of submission of the necessary documents. Else the same would be deemed to have been accepted.	As per tender conditions.
10	Volume-01	FOT		Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Employer's Requirements, Instructions to Tenderers including Bill of Quantity, for the execution of above named works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 hereto, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda (if any) for the amount as quoted in BOQ (Financial Bid) or such other sum as may be ascertained in accordance with the said conditions.	Request deletion of the clause "Visited the site".	As per tender conditions.
11					Is there an existing ITSM tool (i.e. ServiceNow, BMC Remedy, Microfocus SMAX+) in DGCIS landscape or the bidder is expected to propose a new tool?	Currently UPMRC does not have an ITMS tool.

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Bidder submits that the Bidder has alliance relationships with third party product and services vendors. As part of many such relationships, Bidder is able to resell certain products and services and/or may receive compensation from vendors in the form of fees or other benefits in connection with the marketing, technical and other assistance provided by Bidder. Notwithstanding anything contained in the RFP, the following terms will apply with respect to the Third Party Products/hardware/software/solution and/or Services ("Third Party Products and Services"):  
Bidder will supply the Third Party Products under third party vendor's terms. Any liability, responsibility and warranty related to such Third Party Products and Services shall lie solely with third party vendor. Bidder's separate standard Re-Sale Agreement will govern client's purchase from Bidder of Third Party Products and Services. With respect to any defect or functionality issues in such Third Party Products, Bidder's sole responsibility and liability would be to track and report the issues to the relevant vendor, to facilitate workarounds and resolution by the relevant vendor and upon availability of a solution from the relevant vendor, to assist the vendor to apply that solution. Bidder will take on responsibility only for services originating from Bidder (this includes Bidder's subservice Providers) and not third-party products and services. All hardware and software information and information for services relating thereto including but not limited to pricing, performance and sizing information detailed in Bidder's materials, are provided to Bidder by such third-party vendors on a reasonable efforts basis only. Such information will need to be verified with the third-party

As per tender conditions.

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					<p>vendors directly and Bidder does not commit to the accuracy of such information and will not be liable for any inaccuracy. In case of any delay or non-performance of the system/solution due to the third-party component Bidder shall not be responsible or liable for any loss suffered by the Client. Client may claim damages or penalties from the OEM's as per the separate EULA terms agreed between the Client and OEM's.</p> <p>It is further clarified that any Bidder owned software, application, platform or cloud provisioning shall be provided to the Client for Client use or access as per Bidder licensing terms only, which shall be executed separately with the Client.</p> <p>Cloud Service Requirements in this section and all sections of the RFP document will be agreed between the Parties. Cloud will be provided on resale basis as mentioned above.</p>	
13	Volume-02	Section-06: Payment Milestones			Payment milestones heavily skewed towards the end, Hence we earnestly request the payment terms to be improved leading to heavy exposure and financial risk for SI	Refer Addendum-01.
14	Volume-02	Section-06: Payment Milestones			Please note that the payment requirements for SaaS based models are Annually in advance. Kindly review and make the suitable amendment.	Refer Addendum-01.

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15	Volume-02	GCC	1.5	<p>The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy or inconsistency in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:</p> <ul style="list-style-type: none"> <li>a) The Contract Agreement;</li> <li>b) The Letter of Acceptance;</li> <li>c) Pre and Post bid proceeds</li> <li>d) Form of Tender</li> <li>e) BOQ/Payment schedule</li> <li>f) NIT</li> <li>g) ITT</li> <li>h) The Outline Design Specifications (Design Criteria) and Outline Construction Specifications; or any other specification</li> <li>i) Drawings</li> <li>j) The Employer's Requirements</li> <li>k) The Special Conditions of Contract;</li> <li>l) The General Conditions of Contract;</li> <li>m) The Contractor's Proposal; and</li> <li>n) Any other document forming part of the Contract.</li> </ul>	<p>Please note that the Bidders proposal is an important document and should be considered as No. 2 or No. 3 in the priority list. Kindly consider.</p>	<p>As per tender conditions.</p>
16	Volume-02	GCC	1.8	<p>As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable, transferable, non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:</p> <ul style="list-style-type: none"> <li>a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,</li> </ul>	<p>SaaS based Licenses are required as per the RFP requirements. They are valid on the basis of Annual Payments in advance for that particular year. Kindly review.</p>	<p>As per tender conditions. Also, refer Addendum-01.</p>

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17	Volume-02	Section-05: Timeline		Go-live: T+26 Weeks	We request consideration / revision to atleast 9 - 10 months for Go-Live, with appropriate extension for the prior steps.	As per tender conditions.
18	Volume-02	Section-01: Scope of Work	2.1	f. Integration with external apps/custom modules/systems e.g. Maximo	Please share the list of the legacy and existing customized/3rd party solutions: - Application Name - Describe the business use of the application - Provide Technical Details - Language, Datasize, mode of integration - No. of users operating the application - Other available information	At present, bidder will have to integrate ERP with Maximo and AFC System (Automatic Fare Collection System).
19	Volume-02	Section-01: Scope of Work	2.2 (c)	Data migration strategy: Data migration strategy shall include i. Master Data preparation strategy ii. Data cleansing iii. Strategy for legacy/transaction data migration	What are the legacy systems? What kind of legacy data is available, which is to be migrated to the new system. Please confirm if all legacy data is in digital form (not in hardcopies, or scanned form of hardcopies).	HR and Finance related legacy data in Oracle EBS, Tally, Custom HRMS Module will be migrated to new ERP. Data is in digital format.
20	Volume-02	Section-01: Scope of Work	2.2 (c)	Data migration strategy: Data migration strategy shall include i. Master Data preparation strategy ii. Data cleansing iii. Strategy for legacy/transaction data migration	As per best practices, only open transactions are migrated to the new system. Historical information remains in the existing system. Please clarify the expectations.	As per tender conditions.
21	Volume-02	Section-01: Scope of Work	2.2 (c)	Data migration strategy: Data migration strategy shall include i. Master Data preparation strategy ii. Data cleansing iii. Strategy for legacy/transaction data migration	How many years of transactional data are required to be migrated to the new system?	To be decided at the time of implementation.
22	Volume-03	Appendix VII.2: Format of Financial Proposal			What is the possible growth expected YoY to be considered for licensing?	As per tender conditions.
23	Volume-03	Appendix VII.2: Format of Financial Proposal			Please confirm that AMS to be provided only for the BOQ captured in SI. No.3	As per tender conditions.
24	Volume-02	Section-01: Scope of Work	2.3		For all testing purposes, we understand that the third-party auditors are monitored and managed by UPMRCL - please confirm	For testing purpose, third party audit may be conducted by UPMRC, if required.

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25	Volume-02	Section-01: Scope of Work	2.3		<p>a) We assume TT model for training the end users where we train core users and they in turn train the end users. Please confirm this approach. Please provide the function-wise no. of core users to be trained?</p> <p>b) Can it be assumed that Training will be conducted from the UPMRCL Office or some other Central Location in Lucknow? If not, can you please share a break-up by location?</p>	<p>a) As per tender conditions.</p> <p>b) Training to be conducted from Lucknow.</p>
26	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (a)	Similar Work Experience of value 5.83 crores or more for MetroRails/Railways/Transportation Utilities/City Bus/Airlines	Please confirm, if Global Credentials can be provided for this section. Request you to kindly consider. For global customers, client documents may not be possible. Please confirm acceptance of self certification/ CA certification for global credentials	As per tender conditions.
27	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (a)	SaaS Based COTS ERP Implementation with minimum 50 transactional users	Please confirm, if Global Credentials can be provided for this section. For global customers, client documents may not be possible. Please confirm acceptance of self certification/ CA certification for global credentials	As per tender conditions.
28	Volume-01	Pre-Qualification Criteria	1.2.1 (I)	The Tenderer shall be a single entity and shall be from India. JV/Consortium is not allowed.	Request you to allow consortia to bid for this project.	As per tender conditions.
29	Volume-01	Minimum Eligibility Criteria	1.2.2 (ii)	OEM Must have successfully implemented COTS ERP for at least 05 Govt/PSU clients in India with a minimum of 50 transactional users in last 10 Years.	Our organization has extensive experience and a successful track record in dealing with corporate and public sector clients, which closely aligns with the requirements of your project. Our team has successfully executed projects of similar scale and complexity in the corporate sector outside India, showcasing our ability to deliver high-quality results. Therefore, request you to amend this clause allowing project references from projects around the world.	As per tender conditions.
30	Volume-01	Minimum Eligibility Criteria	1.2.2 (ii)	OEM must have implemented 02 SaaS based COTS ERP on private cloud in India with a minimum of 50 transactional users.	Our organization has Global presence and we have many customers outside India having more than 50 transactional users in a Project. Therefore, request you to amend this clause allowing project references from projects around the world.	As per tender conditions.

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31	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (a)	Similar Work Experience of value 5.83 crores or more for Central Govt./ State Govt./ PSU	We have similar experience with Central Govt./ State Govt outside India. Can we show our similar experience of outside India against this clause?	As per tender conditions.
32	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (a)	Similar Work Experience of value 5.83 crores or more for Metro Rails/Railways/Transportation Utilities/City Bus/Airlines	We don't have similar experience yet. Request you to remove this clause.	As per tender conditions.
33	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (b)	COTS ERP must have been in operation for 10 years and should have gone major application upgrade in Central Govt./State Govt./PSU	We have similar experience with Central Govt./State Govt outside India. Can we show our similar experience of outside India against this clause?	As per tender conditions.
34	Volume-01	Minimum Eligibility Criteria	1.2.2 (i)	at least one similar work costing INR 11.67 crores or more at the price level of last day of month previous to the month of tender submission end date	At least one similar work costing 1 crores in last 3 years(seek for relaxation under MSME)	As per tender conditions.
35	Volume-01	Minimum Eligibility Criteria	1.2.2 (i)	The average annual turnover of the tenderer during last five audited financial should not be less than INR 11.65 Crores	The average annual turnover of the tenderer during last five audited financial should be positive or average 6 crores(seek for relaxation under MSME)	As per tender conditions.
36	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (a)	Similar Work Experience of value 5.83 crores or more for	Similar Work Experience of value 1 crores	As per tender conditions.
37	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (a)	Similar Work Experience of value 5.83 crores or more for Central Govt./ State Govt./ PSU	Similar Work Experience of value 1 crores or more for Central Govt./ State Govt./ PSU (seek for relaxation under MSME)	As per tender conditions.
38	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (a)	Similar Work Experience of value 5.83 crores or more for Metro Rails/Railways/Transportation Utilities/City Bus/Airlines	Similar Work Experience of value 1 crores or more for any industry in State/Central/PSU	As per tender conditions.
39	Volume-01	Pre-Qualification Criteria	1.2.1 (i)	The Tenderer needs to have CMMI Level 5 certification before the date of submission of the tender.	We request department to change the clause as mentioned below:- The Tenderer needs to have CMMI Level 5 ISO 9001:2015 certification before the date of submission of the tender.	As per tender conditions.

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40	Volume-01	Minimum Eligibility Criteria	1.2.2 (i)	<p>i) Tenderer must have successfully completed or **substantially completed similar work(s) during last 07 years ending last day of the month previous to the month of tender submission in any Central Govt./state Govt./PSU's or Public Listed Company at least one similar work costing INR 11.67 crores or more at the price level of last day of month previous to the month of tender submission end date</p> <p>OR</p> <p>at least two similar works each costing INR 7.29 crores or more at the price level of last day of month previous to the month of tender submission end date</p> <p>OR</p> <p>at least three similar works each costing INR 5.83 crores or more at the price level of last day of month previous to the month of tender submission end date</p> <p>*Similar work for this contract shall be "Proposed Commercial-off-the-shelf Enterprises Resource Planning Implementation works (minimum 300 #transactional users)." Implemented COTS ERP should have covered at least three of the following modules: 1. Finance and Accounting module, 2. Purchasing and Inventory Module and 3. HRMS Module, 4. Project/Contract Management, 5. Sales/Revenue</p> <p>** Substantial completion shall be based on Go-live and 50 (fifty) percent (value wise) or more works completed under the contract. Client Certificate for 'substantial completion' of work should contain 'financial value of work done' along with financial percentage progress w.r.t. original/revised contract value.</p> <p>#HR and Payroll users will not be considered as transactional users.</p>	<p>l) Tenderer must have successfully completed or**substantially completed similar work(s) during last 07 years ending last day of the month previous to the month of tender submission in any Central Govt./state Govt./PSU's or Public Listed Company</p> <p>at least one similar work costing INR 11.67 crores or more at the price level of last day of month previous to the month of tender submission end date</p> <p>OR</p> <p>at least two similar works each costing INR 7.29 crores or more at the price level of last day of month previous to the month of tender submission end date</p> <p>OR</p> <p>at least three similar works each costing INR 5.83 crores or more at the price level of last day of month previous to the month of tender submission end date</p> <p>*Similar work for this contract shall be "Proposed Commercial-off-the-shelf Enterprises Resource Planning Implementation works (minimum 300 100 #transactional users)." Implemented COTS ERP should have covered at least three of the following modules:</p> <p>1. Finance and Accounting module, 2. Purchasing and Inventory Module and 3. HRMS Module, 4. Project/Contract Management, 5. Sales/Revenue</p> <p>** Substantial completion shall be based on Go-live and 50 (fifty) percent (value wise) or more works completed under the contract. Client Certificate for 'substantial completion' of work should contain 'financial value of work done' along with financial percentage progress w.r.t. original/revised contract value. #HR and Payroll users will not be considered as transactional users.</p>	As per tender conditions.
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41	Volume-01	Minimum Eligibility Criteria	1.2.2 (I)	Tenderer must have successfully completed implementation (Go-live) of at least one SaaS based COTS ERP (minimum 100 transactional users) during last 07 years ending last day of the month previous to the month of tender submission in any Central Govt./state Govt./PSU's or Public Listed Company.	We request department to change the clause as mentioned below:- Tenderer must have successfully completed Implementation (Go-live) of at least one SaaS based COTS ERP (minimum <del>100</del> 50 transactional users) during last 07 years ending last day of the month previous to the month of tender submission in any Central Govt./state Govt./PSU's or Public Listed Company.	As per tender conditions.
42	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (a)	Similar Work Experience of value 5.83 crores or more for Metro Rails/Railways/Transportation Utilities/City Bus/Airlines	We request department to change the clause as mentioned below:- Similar Work Experience of value 5.83 crores or more for Metro Rails/Railways/ Transportation Utilities/City Bus/Airlines/ Road and Highways	Refer Addendum-01.
43	Volume-02	Section-01: Scope of Work	2.6	At the end of 05 Years, the agency needs to provide UPMRC data in a format / media acceptable to UPMRC.	We request department to specify in which format data is required, to have confirmation from OEM.	To be decided at the time of implementation.
44	Volume-02	Section-02: Technical Requirement Specifications and Functional Requirement Specifications	4.5		We understand that Sales & distribution is not part of current scope. We request department to confirm the same.	As per tender conditions. (Sales and Distribution will be used mainly to collect the revenue from Stations (Cards/tickets/leased spaces etc.) and managing/Accounting the same data.) in compliance with statutory laws and regulations.
45	Volume-02	Section-02: Technical Requirement Specifications and Functional Requirement Specifications	4.6		We understand maintenance will be done through the Maximo and not part of current scope. It has to be integrated only for financial posting wart asset. We request department to confirm the same.	Maintenance will be done through Maximo and will not be a part of Bidder's scope. Bidder will have to integrate Maximo with SaaS based COTS ERP. Also, Refer Addendum-01.
46	Volume-02	Section-02: Technical Requirement Specifications and Functional Requirement Specifications	4.7		We understand that project management not part of current scope. We request department to confirm the same.	Project Management will majorly be used by UPMRC for financial progress of contracts and managing payments/Budget/accounting based upon payment milestones and contract conditions and this will be the part of the scope of work

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47	Volume-02	Section-06: Payment Milestones		<p>Requirement gathering and Finalization Sign-off: 10% of the implementation amount</p> <p>Go-Live sign-off: 50% of the Implementation amount.</p> <p>Stabilization Sign-off: 40% of Implementation amount</p> <p>SaaS based License subscription and AMS: Quarterly Payment</p>	<p>The give payment terms will tend highly -ve cash flow to the bidder. We request following payment terms with additional milestones.</p> <p>1) Payment Milestone - Project Initiation on submission of Project Charter &amp; project plant , Payment Terms - 20% of the implementation amount.</p> <p>2) Payment Milestone - Requirement gathering and Finalization AS IS Study, Payment Terms - 5% of the implementation amount</p> <p>3) Payment Milestone - Business Blueprinting and Finalization Sign-off, Payment Terms - 25% of the implementation amount.</p> <p>4) Payment Milestone - User Acceptance Testing Signoff, Payment Terms - 20% of the implementation amount</p> <p>5) Payment Milestone - Data Migration &amp; Go-Live sign-off, Payment Terms - 20% of the implementation amount</p> <p>6) Payment Milestone - Stabilization Sign-off, Payment Terms - 10% of implementation amount</p>	Refer Addendum-01.
48	Volume-02	Section-06: Payment Milestones		SaaS based License subscription and AMS: Quarterly Payment	<p>For SAAS based product bidder needs to pay in yearly advance to OEM.</p> <p>We request department to amend the clause for yearly advance for paying subscription fees.</p>	Refer Addendum-01.
49	Volume-02	Section-06: Payment Milestones		SaaS based License subscription and AMS: Quarterly Payment	We request department to provide monthly payment for annual maintenance charges.	As per tender conditions. Also, refer Addendum-01.
50	Volume-01	NIT	1.1.1 (B)	Approximate Cost of Work: ₹ 14.57 Crores (Inclusive of GST)	The budget for 1 year of implementation and stabilization and 5 years of O&M is extremely aggressive for a long term contract. The quality of work is of utmost importance for such a critical initiative for a metro. Therefore, request you to pls relook at the budgeted amount to ensure quality and timely delivery.	As per tender conditions.
51	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv)	A minimum of overall 70 Marks will be required to Quality for Technical Evaluation out of Maximum 100 Marks. Minimum 60 marks would be required in each section individually failing so irrespective of bidder achieving minimum Qualifying 70 marks overall will not be considered.	<p>Please revise the clause to:</p> <p>A minimum of overall 70 Marks will be required to Quality for Technical Evaluation out of Maximum 100 Marks. Minimum <b>60 % would</b> be required in each section individually failing so irrespective of bidder achieving minimum Qualifying 70 marks overall will not be considered.</p>	Refer Addendum-01.

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52	Volume-02	Minimum Eligibility Criteria	1.2.2 (iv) (a)	Similar Work Experience of value 5.83 crores or more for Metro Ralls/Railways/Transportation Utilities/City Bus/Airlines	Please revise the clause to: Similar Work Experience of value 5.83 crores or more for Metro Ralls/Railways/Transportation/ Utilities / <b>Infrastructure/City Bus/Airlines</b>	Refer Addendum-01.
53	Volume-01	FOT	Appendix-05		Request you to pls revise the clause as follows:  Please tick appropriate category: Sole Proprietorship Firm Partnership Firm Private Limited Company Public Limited Company <b>Limited Liability Partnership</b>	As per tender Conditions.
54	Volume-01	FOT	Appendix-05	FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: a) Affidavit in case of Proprietary firm. b) Partnership Deed in case of partnership firm. c) Memorandum & Article of Association in case of a Public/Private limited company. d) Authorization/POA in favour of authorized signatory of tenderer to sign the tender.	UPMRCL may note that the Partnership deed is a confidential document and cannot be shared. UPMRCL may request for a copy of other related statutory documents like Certificate of Registration/Certification of Incorporation.	As per tender conditions.
55	Volume-01	FOT	Appendix-06	I/We hereby confirm and declare that my/our firm/company M/s ..... is/are not on defaulter list by EPF/ESI/GST/Labor Deptt. etc. as on the date of tender submission.	Request to modify the clause to:  I/We hereby confirm and declare that my/our firm/company M/s ..... is <b>not</b> on defaulter list by EPF/ESI/GST/Labor Deptt. etc. as on the date of tender submission.	As per tender conditions.
56	Volume-01	FOT	Appendix-06	I/We hereby confirm and declare that my/our firm/company M/s..... is /are not involved in any illegal activity and/or has not been charge sheeted for any criminal act during last five years (from the last day of the previous months of tender submission).	Request to modify the clause to:  I/We hereby confirm and declare that my/our firm/company M/s..... is /are not involved in any illegal activity and/or <b>is not</b> charge sheeted for any criminal act <b>as on the date of tender submission.</b>	As per tender conditions.
57	Volume-01	FOT	Appendix-24	Self-attested Copy of the Goods and Service Tax registration certificate as per Central Goods and Service Tax Act' 2017 and State Goods and Service Tax Act'2017 in the state of Uttar Pradesh/Haryana/UP i.e. the place of supply of goods and Services.	The exact place of supply of goods and services may be confirmed.	Refer Addendum-01.

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58	Volume-02	Section-01: Scope of Work	1. Introduction	In order to achieve this, COTS ERP should be implemented in such a way that Finance & accounting, Projects, Inventory, Purchasing, Human resource Management system and some custom modules should be there to meet the needs of UPMRC and it can be used at Lucknow, Kanpur, Agra and two more projects of Uttar Pradesh Metro Rail Corporation within the contract period.	Request for the following clarification: a) which custom modules are being referred to here? b) the two more projects being mentioned here, does UPMRC confirm that these will be rolled out during the contract period.	a) Custom modules required to fulfill some needs of UPMRC departments which can't be fulfilled by out of the box Standard functionality of COTS ERP are being referred here. b) As per tender conditions.
59	Volume-02	Section-01: Scope of Work	1. Introduction	Bidder has to implement and configure the COTS ERP such that UPMRC shall be the company with single GST, PAN and TAN having different projects/Business Units like Lucknow, Kanpur, Agra along with provision for adding more business units in future.	Please provide the estimated number of business units	As per tender conditions.
60	Volume-02	Section-01: Scope of Work	1. Introduction	Bidder has to implement and configure the COTS ERP such that UPMRC shall be the company with single GST, PAN and TAN having different projects/Business Units like Lucknow, Kanpur, Agra along with provision for adding more business units in future.	Which are the 2 additional locations and when are they likely to be considered for roll out	To be decided at the time of implementation.
61	Volume-02	Section-01: Scope of Work	2. Detailed Scope of Work	Financials, Accounting, assets and Budget Management (GL, AP, AR, Tax Management, Asset Management, Accounting and reconciliation, Audit Trail etc.)	Would this be covered with Funds management	As per tender conditions.
62	Volume-02	Section-01: Scope of Work	2. Detailed Scope of Work	Integration with external apps/custom modules/systems e.g. Maximo	We understand that the integration is majorly with Maximo and HR application. Request you to pls confirm.	Refer the reply of Query no. 18.
63	Volume-02	Section-01: Scope of Work	1. Introduction	COTS ERP should be implemented in such a way that Finance & accounting, Projects, Inventory, Purchasing, Human resource Management system and some custom modules should be there to meet the needs of UPMRC and it can be used at Lucknow, Kanpur, Agra and two more projects of Uttar Pradesh Metro Rail Corporation within the contract period.	Please mention what custom modules UPMRCL would like to be implemented to meet their needs	Refer the reply of Query no. 58.
64	Volume-02	Section-01: Scope of Work	2. Detailed Scope of Work	Bidder has to implement and configure core ERP modules as per UPMRCL needs which will include, but not limited to the following:	Please mention the complete list of core ERP modules that UPMRCL wants to implement, to assist the bidder to arrive at the correct costing.	Refer Tender conditions and Addendum-01.

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65	Volume-02	Section-04: Service Level Agreement	Penalty	In case the bidder / agency is not able to meet the target and execute the job within the project timelines mentioned for the milestones, a penalty of 2% of the entire contract amount shall be imposed per week of Delay.	Request you to please cap the penalty as per the standard practice. The overall penalty may be capped to 5% of the contract value.	Refer Addendum-01.
66	Volume-02	Section-05: Timeline	S.1	The project delivery timelines are to be adhered to by the Bidder/Agency keeping in mind that the project has been cast in an aggressive schedule and needs a sense of urgency and resource allocation to ensure that the project is delivered in time within budgets. Technology will play an important role in the execution of the overall UPMRC project and thus it is critical that the Bidder/Agency work on tight schedules with the best resources possible to deploy.	Since the project has an aggressive schedule and requires high quality of work, it is of utmost importance for such a critical initiative for a metro to be budgeted appropriately.	As per tender conditions.
67	Volume-02	Section-06: Payment Milestones		Requirement gathering and Finalization Sign-off: 10% of the implementation amount Go-Live sign-off: 50% of the Implementation amount. Stabilization Sign-off: 40% of implementation amount SaaS based License subscription and AMS: Quarterly Payment	Request you to pls provision for payments during the implementation phase as well. The following is suggested: The milestones for payment provided do not ensure a cash flow for the firm. Further, the payments are on sign off of the deliverables, however, the effort would have been spent on the delivery. While some amount can be retained for sign off, part payment must be made to maintain a cash flow, therefore the following is suggested. 1) Requirement gathering and Finalization Sign-off(15% of the implementation amount ) 2) Realization - Configuration of Requirement(20% of the implementation amount ) 3) UAT Sign-off(15% of the implementation amount ) 4) Go-Live sign-off(30% of the implementation amount ) 5) 3 months after Go-live Sign-off(10% of the implementation amount ) 6) Stabilization Sign-off (10% of the implementation amount ) 7) SaaS based License subscription(Yearly Advance) 8) AMS (Quarterly Payment)	Refer Addendum-01.

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68	Volume-02	Appendix-IV: GCC	13.2 Termination of Contract Due to Contractor's		Request to add this clause: The Contractor may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the bidder reasonably determine that the Contractor can no longer provide the Services in accordance with applicable law or professional obligations.	As per tender conditions.
69	Volume-02	Appendix-IV: GCC	15. Insurance		Request to remove this clause. UPMRCL may note that the Contractor maintains professional indemnity insurance only and UPMRCL will be informed as much. The Contractor's professional indemnity insurance covers the professional liability up to an appropriate level sufficient for the purposes of this engagement. Since the professional indemnity insurance policy is confidential, the terms of the policy cannot be disclosed.	As per tender Conditions.
70	Volume-02	Appendix-IV: GCC	16. Force Majeure		Request to add this Clause:  (i) To 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 the Contractor Personnel are required to be in present at Client's premises, the Contractor 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) a Contractor resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.	As per tender conditions.

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71	Volume-03	Appendix-VII.2		Rollout of implemented SaaS based COTS ERP for each upcoming project of UPMRC	In case the two project roll outs dont occur during the contract period, since the quotation will be made for the entire contract, we understand that the SI will still get paid for the budgeted amount in the financial proposal as the payment milestones suggest. Pls confirm	Payment will be made only for the services availed.
72					"Confidentiality" Clause is not included in the tender document. Request to add this Clause: 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 3 year from the date of termination of this Agreement.	As per tender conditions.
73					"Reliance on bidder Reports by third parties" Clause is not included in the tender document Request to add this Clause: Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and consultant shall not be required to update its Final Report	As per tender conditions.

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74	Volume-01	NIT	1.1.1 (H2)	Tender submission end Date and Time (online): 18.03.2024 upto 1500 hrs (online)	Post publishing of the pre-bid query responses, request you to pls provide atleast 3 weeks for proposal preparation and submission	Refer Addendum-01.
75	Volume-02	Section-01: Scope of Work	2.6 Other Deliverables	At the end of 05 Years, the agency needs to provide UPMRC data in a format / media acceptable to UPMRC.	Request you to please let us know what data format /media is being referred to here.	To be decided at the time of implementation.

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S. No.	Volume	Chapter/Section	Clause	Existing para/ Sub-para/ clause	Amendments			
					Add	Delete	Modified	Modified para/ Sub-para/ clause/ New clause
1	Volume-01	NIT	1.1.1 (H2)	Tender submission end Date and Time (online): 18.03.2024 upto 1500 hrs (online)			✓	Tender submission end Date and Time (online): 03.04.2024 upto 1500 hrs (online)
2	Volume-01	NIT	I.	Date & Time of openinDate & Time of opening of Tender 19.03.2024, 1500 hrs			✓	Date & Time of openinDate & Time of opening of Tender: 04.04.2024, 1500 hrs
3	Volume-02	Section-04: Service Level Agreement	Penalty	1. In case the bidder / agency is not able to meet the target and execute the job within the project timelines mentioned for the milestones, a penalty of 2% of the entire contract amount shall be imposed per week of delay. 2. During AMC Phase if any issues is not resolved within timeline decided by bidder/agency and UPMRCL mutually or delayed support/Non-Compliance of Vendor's responsibility as mentioned in scope of work, a penalty of 2% of the Yearly Subscription Amount shall be imposed per week of delay.	✓		✓	1. In case the bidder / agency is not able to meet the target and execute the job within the project timelines mentioned for the milestones, a penalty of 2% of the implementation amount shall be imposed per week of delay. 2. During AMC Phase if any issue is not resolved within timeline prescribed in tender or delayed support/Non-Compliance of Vendor's responsibility as mentioned in tender, a penalty of 2% of the "AMS of implemented SaaS based COTS ERP" Amount shall be imposed per week of delay. 3. Maximum amount of penalty that could be recovered during the contract is 10% of the Yearly Subscription Value.
4	Volume-02	Section-06: Payment Milestones		Requirement gathering and Finalization Sign-off: 10% of the implementation amount.  Go-Live sign-off: 50% of the Implementation amount.  Stabilization Sign-off: 40% of implementation amount  SaaS based License subscription and AMS: Quarterly Payment.			✓	Project Initiation and Successful Kick-off: 10% of the implementation amount. Requirement gathering and Finalization Sign-off: 10% of the implementation amount. UAT Sign-off: 20% of the implementation amount. Successful Go-live: 30% of the implementation amount. Final Acceptance Testing: 20% of the implementation amount. Post stabilization: 10% of the implementation amount. SaaS based license subscription: Half-yearly advance on receipt of annual subscription renewal. AMS (Annual maintenance and support): Quarterly arrear
5	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv)	A minimum of overall 70 Marks will be required to Quality for Technical Evaluation out of Maximum 100 Marks. Minimum 60 marks would be required in each section individually failing so irrespective of bidder achieving minimum Qualifying 70 marks overall will not be considered.			✓	A minimum of overall 70 Marks will be required to Quality for Technical Evaluation out of Maximum 100 Marks. Minimum 60% marks would be required in each section individually failing so irrespective of bidder achieving minimum Qualifying 70 marks overall will not be considered.
6	Volume-01	FOT	Appendix-24	Self-attested Copy of the Goods and Service Tax registration certificate as per Central Goods and Service Tax Act' 2017 and State Goods and Service Tax Act'2017 in the state of Uttar Pradesh/Haryana/UP i.e. the place of supply of goods and Services.			✓	Self-attested Copy of the Goods and Service Tax registration certificate as per Central Goods and Service Tax Act' 2017 and State Goods and Service Tax Act'2017.
7	Volume-01	Instructions to Tenderers	Annexure-5	Escalated value of construction work executed by Firm (Rs in Lacs) (5% inflation for Indian Rupees every year and 2% for foreign currency portions per year) upto last date of previous month to tender submission end date			✓	Escalated value of Gross Annual turnover of Firm from similar works (Rs in Lacs) (5% inflation for Indian Rupees every year and 2% for foreign currency portions per year) upto last date of previous month to tender submission end date
8	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (b) (11)	The COTS ERP Should be offered on Software as a Service (SaaS) model with contractual committed Application-Level SLA directly from OEM which should be available on more than one CSP as dedicated private cloud, which should be certified by COTS ERP OEM.			✓	The COTS ERP Should be offered on Software as a Service (SaaS) model with contractual committed Application-Level SLA directly from OEM which should be available on more than one CSP/OEM Cloud as dedicated private cloud, which should be certified by COTS ERP OEM.



9	Volume-01	Minimum Eligibility Criteria	1.2.2 (ii) (1)	The solution should be Commercially Off-The-Shelf (COTS) ERP on SaaS Model which should be readily deployable with or without configuration to suit the Customer's specific process requirements. COTS ERP should be on private cloud as a Software as a Service (SaaS) Model directly from OEM which should be available on at least (01) one MeitY Empaneled Cloud Service Provider/ MeitY empaneled OEM Cloud.			✓	<p>The solution should be Commercially Off-The-Shelf (COTS) ERP on SaaS Model which should be readily deployable with or without configuration to suit the Customer's specific process requirements. COTS ERP should be on <b>dedicated private cloud/*dedicated virtual Private cloud</b> as a Software as a Service (SaaS) Model directly from OEM which should be available on at least (01) one MeitY Empaneled Cloud Service Provider/ MeitY empaneled OEM Cloud.</p> <p><b>*Dedicated virtual private cloud means:</b> SaaS based COTS ERP should be deployed from COTS ERP OEM on <b>Dedicated Virtual Provide Cloud</b> that provides logical separation and separate VLANs to meet the intent behind a request for dedicated, physically isolated infrastructure for Departments workloads. The approach should confirm that multi-tenant logically separated environments that meet robust security controls can provide a level of security superior to dedicated private cloud deployment, while providing significant advantages in availability, scalability, and lower cost. With Prtivate Cloud based environments, UPMRC can also have customization to meet the specific requirements and can mandate the implementation of additional security features that not only helps them meet their requirements for stringent physically-separated infrastructure but also provides many advantages over a traditional physical separation model through increased security control and flexibility.</p> <p><b>Note:</b> 1. Public/Shared cloud will not be allowed in any case.</p>
10	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (a) (3)	Similar Work Experience of value 5.83 crores or more for Metro Rails/Railways/Transportation Utilities/City Bus/Airlines			✓	Similar Work Experience of value 5.83 crores or more for <b>Metro Rails/Railways/Bus services/Airlines/other public transportation organizations</b>
11	Volume-01	Minimum Eligibility Criteria	1.2.2 (ii) (5)	OEM must have implemented 02 SaaS based COTS ERP on private cloud in india with a minimum of 50 transactional users.			✓	OEM must have implemented 02 SaaS based COTS ERP in india with a minimum of 50 transactional users.
12	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (b) (8)	SaaS based COTS ERP Implementation work on private cloud with application level SLA of at least 99.7%.			✓	SaaS based COTS ERP Implementation work with application level SLA of at least 99.7%.
13	Volume-01	Minimum Eligibility Criteria	1.2.2 (ii) (12)	SaaS based COTS ERP should be offered on dedicated private cloud directly from COTS ERP OEM with contractually committed SLA of minimum 99.7% on application level supported by at least 99.9% on platform.			✓	SaaS based COTS ERP should be offered on <b>dedicated private cloud/dedicated virtual Private cloud</b> directly from COTS ERP OEM with contractually committed SLA of minimum 99.7% on application level supported by at least 99.9% on platform.
14	Volume-01	Minimum Eligibility Criteria	1.2.2 (iv) (11)	The COTS ERP Should be offered on Software as a Service (SaaS) model with contractual committed Application-Level SLA directly from OEM which should be available on more than one CSP as dedicated private cloud, which should be certified by COTS ERP OEM.			✓	The COTS ERP Should be offered on Software as a Service (SaaS) model with contractual committed Application-Level SLA directly from OEM which should be available on more than one CSP as <b>dedicated private cloud/dedicated virtual Private cloud</b> which should be certified by COTS ERP OEM.
15	Volume-02	Section-01: Scope of Work	2.1	Bidder has to provide the COTS ERP in a SaaS (Software as a Service) based model as a Dedicated Private Cloud for UPMRCL.			✓	Bidder has to provide the COTS ERP in a SaaS (Software as a Service) based model as a <b>dedicated private cloud/dedicated virtual Private cloud</b> for UPMRCL.



16	Volume-02	Section-01: Scope of Work	2.5	SaaS based COTS ERP should be as a Dedicated Private Cloud for UPMRC, which should be available with a Contractually Committed SLA of 99.70% uptime on application level for Production System supported by Infra Cloud SLA of 99.70% directly from COTS ERP OEM on MEITY empaneled Cloud Service Provider/ Meity Empanelled OEM Cloud as a Complete Integrated solution.		✓	SaaS based COTS ERP should be as a <b>dedicated private cloud/dedicated virtual Private cloud</b> for UPMRC, which should be available with a Contractually Committed SLA of 99.70% uptime on application level for Production System supported by Infra Cloud SLA of 99.70% directly from COTS ERP OEM on MEITY empaneled Cloud Service Provider/ Meity Empanelled OEM Cloud as a Complete Integrated solution.
17	Volume-02	Section-01: Scope of Work	2.5	Following (but not limited to) high level services should be deployed on Dedicated Private Cloud Model:		✓	Following (but not limited to) high level services should be deployed on <b>dedicated private cloud/dedicated virtual Private cloud</b> Model:
18	Volume-02	Section 2: Technical Requirement Specifications and Functional Requirement Specifications (TRS & FRS) For ERP Application	1 (1)	Cloud Service should be offered as a Dedicated Private Cloud Service Model directly from the OEM, which should be available on Meity Empaneled CSP's/ Meity empanelled OEM cloud & should be certified by COTS ERP (ERP) OEM. The Cloud Service should be offered with minimum 99.70% Contractual SLA at Application level in Production Environment which should be supported by a minimum of 99.70% uptime SLA on Infra Cloud from the Meity Empaneled CSP/ Meity Empanelled OEM Cloud.		✓	Cloud Service should be offered as a <b>dedicated private cloud/dedicated virtual Private cloud</b> Service Model directly from the OEM, which should be available on Meity Empaneled CSP's/ Meity empanelled OEM cloud & should be certified by COTS ERP (ERP) OEM. The Cloud Service should be offered with minimum 99.70% Contractual SLA at Application level in Production Environment which should be supported by a minimum of 99.70% uptime SLA on Infra Cloud from the Meity Empaneled CSP/ Meity Empanelled OEM Cloud.

Tender ID	2024_UPMRC_185388_1
Tender Ref No.	LKERP-04

**Tender LKERP-04:** Implementation and Configuration of Saas based COTS ERP Application and 5 years comprehensive Annual Maintenance and Support for Uttar Pradesh Metro Rail Corporation Ltd

In reference to the subject tender, Competent authority has decided to extend the dates in the following matter:

Activity	Existing Dates	Extended Dates
Tender submission end Date and Time (online)	18.03.2024 (1500Hrs)	03.04.2024 (1500Hrs)
Date & time of opening of Tender	19.03.2024 (1500Hrs)	04.04.2024 (1500Hrs)

For any further modifications/changes (if any), bidders are advised to stay updated on e-tendering portal (<https://etenders.gov.in/e procure/app>) for information please.

*Akash*

*Abhishek  
Rane*