

## Consolidated Bidders' Queries Response – Procurement of Software License & Implementation

### Services of Tier 1 Off-The-Shelf Enterprise Resource Planning (ERP) Solution

Sr.	Queries	PSW Response
<b>Queries Set No. 1</b>		
<b>HRM</b>		
1	What is current system in use for HRMS.	Currently there is no HRMS system in use.
2	How many total number of employees in organization	Current number of employees is around 65, expected to grow to around 250. Kindly refer to RFP page # 48, Annexure I, under heading "ERP Solution Licensing Requirements:" for licensing details.
3	How many users in HR Department	For Human Capital & Payroll Management module of Core ERP System, HR users are 14 with full use access. Whereas for HRMS System module wise users are mentioned in the RFP. Please refer to RFP page # 48, Annexure I, under heading "ERP Solution Licensing Requirements:" for licensing details.
4	How many legal entities do you have in organization	Pakistan Single Window is a single legal entity and doesn't have any other legal entities/companies under it. However, we do have a project management office and governing council whose expenses will be accounted for by PSW therefore there must be a tracking mechanism.
5	Are you looking for On -premise recruitment solution or we can offer on cloud recruitment integration with on-premise HRMS system	No we are looking for Cloud based Recruitment solution. Please refer to RFP page # 8, Annexure I, under heading "Overview:" "PSW has divided the required modules of the cloud based ERP Solution, managed completely by the same Original Equipment Manufacturer (OEM), in following two categories:".
6	What is current recruitment system in place?	Currently we are using no HRMS system. Data is being maintained in Excel & word documents. For recruitment we are using PSWC

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		website, LinkedIn, Rozee and other recruitment 3rd party portals/apps etc. for posting the vacancies manually.
7	Apart from job boards, how many career sites you have in place?	For recruitment we are using PSWC website, LinkedIn, Rozee and other recruitment 3rd party portals/apps etc. for posting the vacancies manually.
8	In recruitment marketing section, you have specified supported languages for job posting, which languages should be support as requirement	The system must be able to support all major languages commonly supported by Tier 1 ERP solutions.
9	Pre-screening questions are common for all requisitions or it differs as per requisition type?	It may differ as per requisition type.
10	Do you have any e-signature solution in place for recruitment offer or it will not be part of scope as of now	The solution should have capability to integrate with any eSignature solution. Integration can be part of implementation, in case PSW has already acquired eSignature solution at the time of implementation, but the licensing and provisioning of eSignature solution is not part of the scope of the procurement under this tender.
11	Can you brief about HRM onboarding system, there will be two integrations, one from recruitment system to HRM and second from HRM to ERP HCM module. Please confirm our understanding is correct?	Out-of-the-box integration of Onboarding Module with following HRM System and Core ERP System Modules is required: 1. Goals Management: Allows users to create short term goals within the onboarding workflow. 2. Recruiting: Allows users to create new hire records from Recruiting Management, which then initiates the onboarding process. 3. HCM Module of Core ERP System.
12	"PSW users should be able to use a coaching tool as a mentoring reference. This tool can also be used along with writing assistant to provide holistic feedback." Can you please elaborate this point?	A system functionality based on the embedded best practices to provide advice/coaching to users for their performance reviews/management.
13	"Provides over 500 ready-to-use, role-specific goals based on research and industry experience." Please specify if PSW can provide this to be uploaded in system	PSW will provide its role-specific goals during requirement gathering phase of the implementation. Nonetheless, the proposed HRM System should have the library of over 500 ready-to-use, role specific goals based on research and industry experience of the OEM.

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14	Do you expect out of box "CALIBRATION FOR PERFORMANCE" system or you have customized requirements to be configured	PSW intends to adopt the industry standard best practices and will go for minimum customizations. These requirements shall be discussed and finalized with the successful bidder during requirement gathering phase of the implementation. Nonetheless, the proposed HRM System should have the capability to provide out-of-the-box "Calibration of Performance" tools based on research and industry experience of the OEM.
15	Do you have any attendance system to be integrated with ERP System or you need vendor to proposed time management module?	Biometric attendance system is available and only "Real-time Integration" with "Time Management" and "Payroll Management" processes/sub-modules, of Core ERP System's "Human Capital Management" module, will be required under the scope of work of contract intended through this tender notice. In case an OEM of the proposed ERP System separately licenses the integrating/pushing data with/from 3rd party systems then please include the cost of such licensing. This licensing can be based on the average number of transactions that are expected to be entered into the ERP Solution through the biometric system during a year i.e., 200,000 documents/transactions per year calculated as 250 employees, daily 2 transaction of attendance and average 20 working days per month, 12 months in a year => $250 \times 2 \times 20 \times 12 = 120,000$
<b>Finance</b>		
1	What is Parking Accrual	Entering Financial transaction in the system before direct posting to General Ledger. An accrual document contains the period-end valuation accrual amount for commodities that have floating prices up until the point of the final invoice. The total accrual amount is made up of all the individual accrual document items that you verified previously as individual valuation results.

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		The accrual document contains all of the relevant data that was used to calculate the accrual amount. In addition, the system should log all changes in the change documents.
2	What is Parking and Posting Deferral	System should have a process for deferred transaction (Payments etc.), with standard approval process allowing at least 2 stage data entry - entry without posting to GL, followed by GL posting after approval.
3	What do you mean by Cleaning GL Line Items	GL Line Item Clearing indicates knocking off transactions for double entry book keeping and reconciliation.
4	Please explain GR/IR. Is PSW looking for procurement and inventory as well.	Good receipt, invoice receipt. Yes PSW is looking for procurement and inventory as well.
5	Explain Regrouping please	PSW follows standard Public Sector Financial Accounting and Management Accounting processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Financial Accounting and Management Accounting processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
6	What is required under automatic accruals / deferrals	Auto posting of scheduled transactions
7	Please clarify the requirement "Special Period"	Special posting period for entering financial transactions after fiscal year close.
8	Explain Auto Payment requirement	Solution should have the capability to be integrated with 3rd party payment solutions. However, licensing and procurement of 3rd party payment systems is not included in the scope of procurements under this tender.
9	Do you have payroll system in place or expecting HR and Payroll to be part of implementation?	No, a temporary payroll system is currently under procurement. It will be used only for the interim period during which the implementation of ERP Solution shall be carried out. After the go-live of the ERP Solution, the temporary payroll system shall not be used any further

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		and all payroll related processes shall be carried out within the HCM module of the Core ERP System.
10	What is the concept of temporary asset in your company	PSW follows standard Public Sector Financial Accounting / Asset Accounting processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Financial Accounting / Asset Accounting processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
11	How many cost centers do you have	PSW follows standard Public Sector Financial Accounting and Management Accounting processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Financial Accounting and Management Accounting processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
12	Please explain Cost Center Planning	PSW follows standard Public Sector Financial Accounting and Management Accounting processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Financial Accounting and Management Accounting processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
13	Explain Cost/Revenue Allocation Process	PSW follows standard Public Sector Financial Accounting and Management Accounting processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Financial Accounting and Management Accounting processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
14	Please mention details of Planning and Budgeting	PSW follows standard Public Sector Financial Accounting and Management Accounting processes as followed by several Government Departments/Organizations in Pakistan. However, the

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		detailed requirements of PSW specific Financial Accounting and Management Accounting processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
15	Explain Internal Order Process	PSW follows standard Public Sector Financial Accounting and Management Accounting processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Financial Accounting and Management Accounting processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
16	Provide examples of master data used in profit/cost centers	PSW follows standard Public Sector Financial Accounting and Management Accounting processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Financial Accounting and Management Accounting processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
17	Please explain your Budget Formation Process	PSW follows standard Public Sector Budget Formation Process as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific budget formation process shall be shared with the successful bidder during requirement gathering phase of the implementation.
18	How many and types of dashboards you are looking for	We are looking for a maximum of 10 Customizations/Dashboards/Reports etc. within the scope of current procurement under this tender. The dash boarding/analytics capability should be embedded within all modules of the ERP Solution.
<b>General</b>		
1	Is deployment on Public Cloud allowed (Most Tier 1 Vendors does not offer Private Cloud offering in Pakistan)	PSW has divided the required modules of the cloud based ERP Solution, managed completely by the same Original Equipment Manufacturer (OEM). Core ERP System: Finance & Accounts,

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		Budget Management & Control, Human Capital & Payroll Management, Procurement & Inventory Management. The proposed Core ERP System should have the flexibility to be deployed on Any Premise and also available in a single cloud (public or private). PSW initially intends to procure the Core ERP System in a single private cloud. HRM System: Recruitment, Onboarding, Employee Performance & Goals Management, Succession & Development and Employee Training Management. All modules of HRM System should be available in a single public cloud managed completely by the same Original Equipment Manufacturer (OEM). For avoiding any confusion, both “Core ERP System” and “HRM System” shall jointly be called “ERP Solution” in the remainder of this document.
<b>Queries Set No. 2</b>		
1	What is the organizational structure of employees? Is there any segregation of employees?	The details regarding PSW Organizational structure and HR processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
2	Total No. of employees (Finance / IT / HR)?	Current number of employees is around 65, expected to grow to around 250. Kindly refer to RFP page # 48, Annexure I, under heading "ERP Solution Licensing Requirements:" for licensing details.
3	Total number of transactions?	Query is not clear.
4	Total number of employees (Permanent / Contractual)	Current number of employees is around 65, expected to grow to around 250. Type of employees are employees on Long Term Contract, Short Term contract and Interns. Kindly refer to RFP page # 48, Annexure I, under heading "ERP Solution Licensing Requirements:" for licensing details.

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5	How many user will access the system domain wise such as Purchase Requisition requester?	The organization is growing and the requirements will change overtime. The desired solution is with bulk licenses as mentioned in the RFP which can be transferred to different departments/domains. Furthermore, the Proposed Core ERP System should allow PSW to reallocate user types to other user types (Developer, Full, Limited or Self Service Access) during the term of license subscription. Kindly refer to RFP page # 48, Annexure I, under heading "ERP Solution Licensing Requirements:" for licensing details.
6	Payroll is centralized or decentralized at head office and regional offices?	Centralized.
7	Payments and purchases are separate at regional offices/ Accounting units?	No, they are Centralized.
8	Is the implementation for a single site or for many sites?	The ERP Solution implementation team of the vendor and PSW shall be deployed at a single site i.e., PSW head office in Islamabad. However, traveling to PSW's office in Karachi may be required for training/UAT sessions etc. if mutually agreed between the project management teams from both the vendor and PSW. In case of such traveling to the sites other than PSW head office, boarding/lodging/traveling expenses of vendor's project team will be the borne by PSW.
9	What are the legacy system and their details?	Currently there is no legacy system.
10	How well are your current business processes documented?	Basic policies and procedures are in place.
11	Do you have helpdesk system for tracking issues?	No.



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12	What is the tentative budget for this project?	The amount cannot be disclosed.
13	Are you interested in two tier Open source ERP?	Requirements have been mentioned in detail in the RFP.
14	Number of regional and Accounting offices if they perform payment and purchase activities?	No.
15	Number of warehouses and stores?	Two major locations. More locations can/may be added.
16	Payroll is centralized or decentralized at head office and regional offices?	Centralized.
17	We need complete information of existing systems if any?	There is no existing ERP system.
18	Can we submit bid bond in the form of Bank Guarantee?	Bid bond to be submitted in the type and form as provided in the RFP.
19	Please clarify PG, referring to Pg 5 ITB clause 8. PG amount should be 10% of Implementation & Support. Referring to Pg 80 Annexure-VI, PG should be for Provision of software License & Implementation Services?	Annexure VI is the draft of Bank Guarantee which mentions the name of the tender i.e. <i>Provision of Software License &amp; Implementation Services of Tier 1 Off-the-Shelf Enterprise Resource Planning (ERP) Solution (RFP No. PSW/PROC/ERP-01/2020-21)</i> . The amount of the guarantee shall be as per clause 8 of the ITB.
20	What rate of sales tax customer apply in its book for software license?	As per tax laws specified by FBR applicable at the time and location of the licensing transaction.
<b>Queries Set No. 3</b>		
1	<b>Procurement &amp; Inventory Management Module;</b> <u>Material Procurement – Information Flow;</u> Procure to Pay – Procurement Cycle	Yes, GRN shall be required.

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	Is it some sort of any approvals from respective users before posting the invoice? Need Clarification from the customer.	
2	<p><u>Purchase Requisitions:</u> Salient Features of Purchase Requisition Need Clarification from the customer.</p>	The features shall be as per the international best practices offered by the Tier 1 ERP solutions with minor customization as per local laws/requirements. PSW follows standard Public Sector Procurement processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Procurement processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
3	<p><u>Request for Quotation:</u> Salient Features of Request for Quotation (RFQ). Need Clarification from the customer.</p>	The features shall be as per the international best practices offered by the Tier 1 ERP solutions with minor customization as per local laws/requirements. PSW follows standard Public Sector Procurement processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Procurement processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
4	<p><u>Purchase Order:</u> Salient Features of Purchase Orders (PO’s) Need Clarification from the customer.</p>	The features shall be as per the international best practices offered by the Tier 1 ERP solutions with minor customization as per local laws/requirements. PSW follows standard Public Sector Procurement processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Procurement processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
5	<p><u>Services Procurement:</u> Information Flow</p>	Yes, GRN shall be required.

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	Is it some sort of any approvals from respective users before posting the invoice? Need Clarification from customer.	
6	<u>Document Type</u> Need Clarification from the customer.	Proposed Core ERP System should have the capability for maintaining Document types for Purchasing documents. The features shall be as per the international best practices offered by the Tier 1 ERP solutions with minor customization as per local laws/requirements. PSW follows standard Public Sector Procurement processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Procurement processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
7	<u>Inventory Management and Physical Inventory:</u> Information Flow. Need Clarification from the customer.	Proposed Core ERP System should have the capability for Inventory Management and maintaining Physical Inventory. The features shall be as per the international best practices offered by the Tier 1 ERP solutions with minor customization as per local laws/requirements. PSW follows standard Public Sector Inventory Management processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Inventory Management processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
8	<u>Goods Movement:</u> Flow Diagrams for Inventory Management. Need Clarification from the customer.	Proposed Core ERP System should have the capability for Inventory Management and maintaining/moving Physical Inventory from one location to another. The features shall be as per the international best practices offered by the Tier 1 ERP solutions with minor customization as per local laws/requirements. PSW follows standard Public Sector Inventory Management processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Inventory Management

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		processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
9	<u>Process Integration</u> Need Clarification from the customer.	Proposed Core ERP System should have the capability for Inventory Management and its integration with Financial, Procurement and HCM modules of the Core ERP System. The features shall be as per the international best practices offered by the Tier 1 ERP solutions with minor customization as per local laws/requirements. PSW follows standard Public Sector Inventory Management processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Inventory Management processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
10	<u>Material Valuation:</u>	Proposed Core ERP System should have the capability for Inventory Management and maintain valuation of the Inventory Items. The features shall be as per the international best practices offered by the Tier 1 ERP solutions with minor customization as per local laws/requirements. PSW follows standard Public Sector Inventory Management processes as followed by several Government Departments/Organizations in Pakistan. However, the detailed requirements of PSW specific Inventory Management processes shall be shared with the successful bidder during requirement gathering phase of the implementation.
<b>Queries Set No. 4</b>		
1.	To Perform Bank Reconciliation Automatically, our proposed ERP Solution has standard solution for this. Licensing for this solution is Revenue based. Therefore, please share the projected Revenue of Pakistan Single Window.	Decision regarding using Automatic bank reconciliation shall be made with mutual understanding between the user department and the Vendor’s consultants of Financial module of the Core ERP Solution during requirement gathering phase. Currently we do not require

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		additional licensing apart from what is mentioned in the RFP. Kindly refer to RFP page # 48, Annexure I, under heading "ERP Solution Licensing Requirements:" for licensing details.
2.	For Budget formulation mentioned in Finance and for HR Hiring cost. Users who need to develop Planning models – number of users	Budget formulation shall be done manually in excel files and posted to Budget Management system of the Core ERP System as per the templates mutually agreed between the user department and the Vendor's consultants of Financial module of the Core ERP Solution during requirement gathering phase. Currently we do not require additional licensing apart from what is mentioned in the RFP. Kindly refer to RFP page # 48, Annexure I, under heading "ERP Solution Licensing Requirements:" for licensing details.
3.	For Budget formulation mentioned in Finance and for HR Hiring cost. Users who will only input plan -- number of users	Budget formulation shall be done manually in excel files and posted to Budget Management system of the Core ERP System as per the templates mutually agreed between the user department and the Vendor's consultants of Financial/Budget module of the Core ERP Solution during requirement gathering phase. Currently we do not require additional licensing apart from what is mentioned in the RFP. Kindly refer to RFP page # 48, Annexure I, under heading "ERP Solution Licensing Requirements:" for licensing details.
4.	No of PO and invoices in a year?	The organization is growing and the requirements/transactions will change overtime. PSW has not completed yearly cycle therefore the volume cannot be estimated. You may assume average number of purchasing documents/invoices/transactions exchanged between the vendor and PSW to be under 200,000 per year.
5.	No. of users initiating RFQ/RFI/Auctions	The organization is growing and the requirements/transactions will change overtime. The desired solution is with bulk licenses as mentioned in the RFP which can be transferred to different departments/domains.

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		<p>However, the exact number of users shall be mutually discussed and agreed between the user department and the Vendor's consultants of Procurement module of the Core ERP Solution during requirement gathering phase. You may assume this number to be 10. Kindly refer to RFP page # 48, Annexure I, under heading "ERP Solution Licensing Requirements:" for licensing details.</p>
6.	<p>How many will run Payroll and how many will do only organizational management? This requirement linked to Human Capital &amp; Payroll Management</p>	<p>The organization is growing and the requirements/transactions will change overtime. The desired solution is with bulk licenses as mentioned in the RFP which can be transferred to different departments/domains.</p> <p>However, the exact number of users shall be mutually discussed and agreed between the user department and the Vendor's consultants of HCM &amp; Payroll module of the Core ERP Solution during requirement gathering phase. Kindly refer to RFP page # 48, Annexure I, under heading "ERP Solution Licensing Requirements:" for licensing details of HCM &amp; Payroll module users</p>
7.	<p>How many will create PR and PO, and how many will manage other activities? This requirement is linked with Procurement &amp; Inventory Management</p>	<p>The organization is growing and the requirements/transactions will change overtime. The desired solution is with bulk licenses as mentioned in the RFP which can be transferred to different departments/domains.</p> <p>However, the exact number of users shall be mutually discussed and agreed between the user department and the Vendor's consultants of Procurement module of the Core ERP Solution during requirement gathering phase. You may assume this number to be 250 for PR and 6 for PO and other procurement/inventory related tasks. Kindly refer to RFP page # 48, Annexure I, under heading "ERP Solution Licensing Requirements:" for licensing details.</p>

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8.	Is there any requirement of E-tendering when it comes to vendor Selection?	No. e-tendering is not included in the scope of the RFP.
<b>Queries Set No. 5</b>		
1.	We would like that FY 2020-21 is also included but we won’t be able to finalize the audit in such a short time. Please provide an alternative to audited statements for 2020-21 financial. It is important that last financial year numbers are reflected in evaluation as it is a good indicator of current strength of the company.	If the audited statements of last year are not available, bidders to provide audited financial statements of the preceding three years along with reason for non-finalization of audited statements of last year.
2.	In a number of places PSW of evaluation matrix, scoring for experience starts from 4 to 8 customers. This is a very high bar in Pakistan Market. Similarly, maximum score is for companies with more than 8 implementations. This should be lowered to ensure healthy competition and participation of companies.	Bidders to follow the requirements of the RFP.  As the desired ERP solution is Tier 1 solution and expected to be scaled (both vertically and horizontally) in future, therefore PSW intends to acquire a robust and proven ERP solution through an experienced implementation partner.
3.	It is our understanding that PSW is seeking an on-prem solution that can be hosted on a private cloud. Is that accurate? Can you please elaborate further on this point.	<b><i>PSW is seeking a cloud based ERP solution which can be hosted on-prem if required in the future.</i></b> PSW has divided the required modules of the cloud based ERP Solution, managed completely by the same Original Equipment Manufacturer (OEM). Core ERP System: Finance & Accounts, Budget Management & Control, Human Capital & Payroll Management, Procurement & Inventory Management. The proposed Core ERP System should have the flexibility to be deployed on Any Premise and also available in a single cloud (public or private). PSW initially intends to procure the Core ERP System in a single private cloud. HRM System: Recruitment, Onboarding, Employee Performance & Goals Management, Succession & Development and Employee Training Management. All modules of HRM System should

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		be available in a single public cloud managed completely by the same Original Equipment Manufacturer (OEM). For avoiding any confusion, both “Core ERP System” and “HRM System” shall jointly be called “ERP Solution” in the remainder of this document.
4.	PSW has mentioned that the Experience of ERP in ICT/Telecom industries is required (Please Justify) as PSW is not a telecom	PSW is an ICT sector company. Experience of bidders for both ICT and/or telecom sector would be considered.
5.	PSW also intends to implement following Software Solution and ERP Solution Modules in the future (Mentioned Below). These are not part of the current scope of this RFP but should be available in the proposed ERP Solution: (Should it be part of the Financials?)	No. The future requirements as mentioned in the query should not be part of the financial bid. But bidder having experience of implementing these modules/solutions shall be given due technical score.
<b>Queries Set No. 6</b>		
1.	<p>The proposed core ERP System should have the flexibility to be deployed on any premise and also available in a single cloud (public or private). PSW initially intends to procure the Core ERP System in a single private cloud:</p> <p><b>This will involve implementing on-premise version of the proposed application/product and procurement of Infrastructure as a service (IaaS) to support the cloud requirement, so that both on-premise and cloud options can be kept open, if in future PSW wants to move to on-premise option, it will have to procure necessary infrastructure and hardware, which is not part of this RFP. Please let us know if this work for you and have we understood the above statement as per your expectation.</b></p>	Yes, the understanding is correct.
2.	PSW also intends to implement following Software Solution and ERP Solution Modules in the future. These are not part of the	PSW intends to procure such functionalities in future. These are not part of current scope however the proposed solution should have such



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	<p>current scope of this RFP but should be available in the proposed ERP Solution:</p> <p>A. Software Solution: Citizen facing, private/public cloud based, Artificial Intelligence (AI) based Chatbot that uses Natural Language Processing (NLP) and is powered by Machine Learning (ML). The Chatbot will serve on PSW Website and Single Window Platform for handling high load of citizen queries and complaints as well as providing necessary assistance in using Single Window Platform. The Chatbot should also be integrate-able with the proposed ERP providing fully automated Enterprise IT, HR and Procurement related support to PSW employees.</p> <p><b>If the above software solution is not part of this ERP, then what does “Should be part of the proposed ERP solution mean”, is that integration between such applications like chatbots be possible with Proposed ERP solution, please clarify.</b></p>	<p>functionalities in place for future augmentation/integration of the ERP solution with the Citizen facing, private/public cloud based, Artificial Intelligence (AI) based Chatbot that uses Natural Language Processing (NLP) and is powered by Machine Learning (ML).</p>
<b>Queries Set No. 7</b>		
<p>1.</p>	<p>Having reviewed the RFP documents, we strongly believe that additional time is required to comply the all RFP requirements. In view of the above, we request that the bid submission deadline may kindly be extended for 03 weeks. We look forward to a positive consideration of our request for extension and await your response.</p>	<p>At the moment extension in time cannot be granted. Bidders are required to follow the deadlines as mentioned in the RFP.</p>
<b>Queries Set No. 8</b>		
<p>1.</p>	<p>Page 51, "ANNEXURE II: DRAFT CONTRACT FOR IMPLEMENTATION AND SUPPORT SERVICES OF ERP</p>	<p>Bidders are required to follow requirements as per RFP. There cannot be any major deviation/change in the terms and conditions of the</p>

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<p>SOLUTION", Clause#: 4A. "4C. Intellectual Property Rights and Licenses All Intellectual Property Rights in the Deliverables/Services to be provided to PSW shall be transferred irrevocably and exclusively by the Vendor to PSW or its nominee. For any licenses being utilized for the Deliverables/Services, the Vendor shall upgrade the licenses from time to time and will grant PSW or its nominee a non-exclusive, unfettered Intellectual Property Right to use such licenses."</p> <p>As the Deliverables/Services that are to be provided under the subject contract are not all transferrable IP to the customer. It is requested to consider following standard IP Clause, which is applicable in case of an ERP implementation/support services agreement, as it covers the rights of both parties:</p> <p>*_*_*_*_*_*_*_*</p> <p>Intellectual Property and Proprietary Rights:</p> <p>1.1 Title, right and interest, including all ownership and intellectual property rights, in the business, business practices, processes, standards, SOPs, and all other business information shall remain with PSW.</p> <p>1.2 All rights in and associated with any information, material, invention and discovery of any kind, including any and all works in any medium whatsoever that refer to, relate to, incorporate, include, analyse or utilize such information, material, invention and</p>	<p>contract. However, draft contract terms can be discussed and mutually agreed between PSW and the successful bidder during contract formalization phase, remaining within the allowable limits of PPRA Rules.</p>
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<p>discovery, or any improvements or modifications thereto and derivations there from (together "Proprietary Information"), developed and used for the purposes of rendering the Services or Developing the Deliverable shall be owned solely and exclusively by the Vendor.</p> <p>1.3 The Vendor agrees to seek approval from PSW to use any such Proprietary Information independently. PSW reserves the right to approve or reject such request.</p> <p>1.4 All the intellectual property rights of ERP Solution software shall remain with the OEM and shall be governed by the licensing agreement placed at Annexure C.</p> <p>1.5 All Project Assets shall remain the intellectual property of the Vendor. “Project Assets” are any programs, codes, uploads, templates or any other documents developed, designed, created during the term of this contract to enable the Vendor in the completion and successful delivery of the services to PSW. This shall not include any formal documents or deliverables, as specified in “Annexure A”, which shall be Intellectual Property of PSW.</p> <p>Furthermore, as already explained, Software OEM related terms are governed by respective OEM’s licensing agreement which will be attached as Annex C of this agreement. I have attached SAP cloud EULA for your reference, you may refer to following clauses for clarity:</p>	
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	2.1 Grant of Rights 10. INTELLECTUAL PROPERTY RIGHTS  *_*_*_*_*_*_*	
2.	<p>Page 52, "ANNEXURE II: DRAFT CONTRACT FOR IMPLEMENTATION AND SUPPORT SERVICES OF ERP SOLUTION", Clause#: "6.3 If PSW terminates the Contract due to the Vendor's breach, any payment made to the Vendor under this Contract shall be returned to PSW. In addition, the Vendor should also be required to compensate PSW for any direct and consequential loss incurred by PSW due to the cancellation of the Contract and any additional expenditure to be incurred by PSW to appoint a new Vendor. This amount shall not exceed the price of the Contract. If PSW intends to retain any of the Deliverables/Services, the Vendor shall only be obligated to compensate PSW after deducting such costs."</p> <p>This is very unfair because already 15% (5% LD and 10% performance bank guarantee) is there to address the non-performance/breach of the Vendor. The project is milestone based, without advance payments, where each milestone shall be duly verified and accepted by PSW. In case of any non-performance/breach during delivery of any milestone, it shall be identified at the time of its verification and in case it is the cause of termination due to Vendor's negligence then at any point in time it shall be limited to the cost of the respective milestone payment only, which is yet to be paid. It will be very unfair if payments against the successfully delivered services are to be returned due to any non-performance/breach during delivery of subsequent</p>	<p>Bidders are required to follow requirements as per RFP. There cannot be any major deviation/change in the terms and conditions of the contract. However, draft contract terms can be discussed and mutually agreed between PSW and the successful bidder during contract formalization phase, remaining within the allowable limits of PPRA Rules.</p>

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	<p>services. E.g. If Project Charter and BBP are successfully delivered and termination is due to non-performance/breach at the time of UAT or Go-live, then it will be very unfair to the Vendor to return the payments against successful delivery of services during preceding phases. PSW can appoint a new Vendor who can continue from the phase at which previous vendor terminated without redoing the work successfully completed by the former.</p> <p>LD and Performance BG are sufficient to address the concern here and these are the only measures taken as per standard practice. Therefore, we request this to be deleted as the remaining clauses under this heading serve the purpose sufficiently along with LD and Performance Guarantee clauses.</p>	
<p>3.</p>	<p>Page 55/56, "ANNEXURE II: DRAFT CONTRACT FOR IMPLEMENTATION AND SUPPORT SERVICES OF ERP SOLUTION", Clause#: "12. Indemnity"</p> <p>Apart from the comments in 12.1 (b) &amp; (g) rest is acceptable. Furthermore, following clauses are proposed additions to further complete the purpose of this clause:</p> <p>1.1 Each Party shall indemnify and keep indemnified the other Party in full on demand from and against all loss, claims, demands, liabilities and expenses arising directly or indirectly out of any claim by a third Party, except the ERP Solution OEM, that any information, data, copyright work, material, software, hardware or methodologies provided by either Party to the other Party for use in rendering of the Services, or incorporated at PSW's request into the Deliverables or any part thereof, or otherwise used in</p>	<p>Bidders are required to follow requirements as per RFP. There cannot be any major deviation/change in the terms and conditions of the contract. However, draft contract terms can be discussed and mutually agreed between PSW and the successful bidder during contract formalization phase, remaining within the allowable limits of PPRA Rules.</p>

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	<p>developing the Deliverables or in the rendering of the Services at the request of PSW, infringes any rights of such third Party, PROVIDED THAT each Party shall promptly notify the other Party in writing of any allegations of infringement of which it has notice and shall not make any admissions without the other Parties prior written consent.</p> <p>1.2 Both Parties agree to defend or settle, any and all suits, proceedings and claims for (i) infringement or alleged infringement of any rights in and to patents, trademarks (registered or unregistered), service marks, design rights, copyright, rights to extract or re-utilize data from a database or other database rights, registered designs, applications extensions or renewals for any of the foregoing, know-how, confidential information and any other industrial or commercial property right whatsoever, (collectively referred to as “Rights”) of any third Party arising out of use by either Party of the Services rendered by the Vendor pursuant to or in connection with this Contract during the term of this Contract.</p>	
<p>4.</p>	<p>Page 55/56, "ANNEXURE II: DRAFT CONTRACT FOR IMPLEMENTATION AND SUPPORT SERVICES OF ERP SOLUTION", Clause#: "12.1 b. Misappropriation of any third party trade secrets or infringement of any of the Intellectual Property Rights or such other statutory infringements in respect of all components provided to fulfill the scope of the Solution;"</p> <p>Misappropriation by who? If it is the Vendor, employees, sub-con...etc, then it is already covered in 12.1 (a). In case by PSW, then the Vendor cannot take responsibility. In fact, we are bound by the partnership agreement to inform SAP of any</p>	<p>Bidders are required to follow requirements as per RFP. There cannot be any major deviation/change in the terms and conditions of the contract. However, draft contract terms can be discussed and mutually agreed between PSW and the successful bidder during contract formalization phase, remaining within the allowable limits of PPRR Rules.</p>

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	<p>violation of License agreement by the Customer, otherwise, they will cancel our partnership.</p> <p>It is requested to remove this please</p>	
5.	<p>Page 55/56, "ANNEXURE II: DRAFT CONTRACT FOR IMPLEMENTATION AND SUPPORT SERVICES OF ERP SOLUTION", Clause#: "12.1 g. an act omission or commission in performance of the Services under the Contract."</p> <p>It does not make sense. Already covered in 12.1 (a)</p>	<p>Bidders are required to follow requirements as per RFP. There cannot be any major deviation/change in the terms and conditions of the contract. However, draft contract terms can be discussed and mutually agreed between PSW and the successful bidder during contract formalization phase, remaining within the allowable limits of PPRA Rules.</p>
6.	<p>Page 56/57, "ANNEXURE II: DRAFT CONTRACT FOR IMPLEMENTATION AND SUPPORT SERVICES OF ERP SOLUTION", Clause#: "13. Representation and Warranties"</p> <p>Apart from the comments in 13.1 (e), (i) &amp; (j) rest is acceptable.</p>	<p>Bidders are required to follow requirements as per RFP. There cannot be any major deviation/change in the terms and conditions of the contract. However, draft contract terms can be discussed and mutually agreed between PSW and the successful bidder during contract formalization phase, remaining within the allowable limits of PPRA Rules.</p>
7.	<p>Page 56/57, "ANNEXURE II: DRAFT CONTRACT FOR IMPLEMENTATION AND SUPPORT SERVICES OF ERP SOLUTION", Clause#: "13.1 e. Any services, functions or responsibilities not specifically described in this Contract which form an inherent or necessary part of the Deliverables/Services or are required for proper performance or provision of the Deliverables/Services shall be deemed to be included as part of the Deliverables/Services and will be provided by the Vendor at no additional cost to PSW;"</p> <p>The services here under this contract are for an intangible product i.e., Software. All the requirements for a software are specified in the Business Process Design/blueprint document. During the</p>	<p>Bidders are required to follow requirements as per RFP. There cannot be any major deviation/change in the terms and conditions of the contract. However, draft contract terms can be discussed and mutually agreed between PSW and the successful bidder during contract formalization phase, remaining within the allowable limits of PPRA Rules.</p>

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	<p>requirement gathering phase the provision of requirements related to business processes is solely the customer’s responsibility, whereas, the vendor is only responsible for advising the customer and documenting those requirements. In case any requirements are not provided by the customer during this phase then its provision cannot be warranted by the vendor even if these are implicitly required. The best practice for any software implementation is to document each and every requirement/specification and the responsibility of providing these always is with the software user.</p> <p>Furthermore, in case of software licensing, the OEM does not warrants that license policy will remain the same in the future. There could be a possibility that the OEM applies additional license fees to certain software components which were not initially applicable and this cannot be warranted by either the OEM or the implementation partner. Please refer to clauses “5.4 No representations or warranties” &amp; “7. WARRANTIES” of the attached cloud EULA.</p> <p>It is requested to please remove this clause.</p>	
8.	<p>Page 56/57, "ANNEXURE II: DRAFT CONTRACT FOR IMPLEMENTATION AND SUPPORT SERVICES OF ERP SOLUTION", Clause#: "13.1 i. It will assist PSW in procuring any registrations, permissions or approvals, which may at any time during the course of the Contract be statutorily required to be obtained by PSW for availing services from the Vendor."</p> <p>“Assist” is very open term, the extent should be defined.</p>	<p>Bidders are required to follow requirements as per RFP. There cannot be any major deviation/change in the terms and conditions of the contract. However, draft contract terms can be discussed and mutually agreed between PSW and the successful bidder during contract formalization phase, remaining within the allowable limits of PPRA Rules.</p>