India Trade Promotion Organization

(A Govt. of India Enterprise)

Gate No. 3, Pragati Bhawan,

Pragati Maidan

New Delhi – 110001

Tender Reference No. ITPO/SD&CSD/ERPIMPLEMENTATION/13-14 dated 02-12-2013

PROCUREMENT, CUSTOMIZATION, IMPLEMENTATION AND MAINTENANCE OF ERP APPLICATION AT ITPO

CORRIGENDUM / ADDENDUM & RESPONSES TO PRE-BID QUERIES

Date: - 26-02-2014

PART-I

ADDENDUM & CORRIGENDUM TO DIFFERENT SECTIONS OF RFP

ADDENDUM & CORRIGENDUM to `Part A of RFP`

Please note: - Addendum and Corrigendum as given below shall be an integral part of the tender document, reference no. ITPO/SD&CSD/ERPIMPLEMENTATION/13-14 dated 02-12-2013

ADDENDUM

AA1. Addendum to *"8. SCOPE OF WORK"* of Part A of RFP

8.9 Brief Scope on Data Digitization & Data Migration

1. DATA DIGITIZATION

- The vendor shall digitize the historical data. The vendor shall start the digitization of historical data during the implementation itself.
- The whole process of data digitization shall be carried out as per the following:

    a. A detailed data digitization plan shall be prepared at the start of the project implementation by vendor in consultation with ITPO.

    b. The physical files/register (from the respective ITPO`s offices) along with all the supporting documents shall be provided to vendor in a batch mode.

    c. Vendor shall arrange all the papers in an appropriate manner and put an Identification Number (IN) for each file and papers.

    d. Vendor shall do the creation of the master data and the transaction data as per the requirements of the ERP system.

    e. The vendor shall also scan related documents to the data and link it appropriately.

- Review and update the digitized data in coordination with the respective ITPO`s offices. The final hardcopy of digitized data, softcopy of scanned documents (in .jpg/.bmp/.pdf/.jpeg/.tiff / text format) would be maintained with the respective project locations on DVDs or other electronic media at the end of the process.
- The physical documents/files of data from the respective ITPO project locations would be handed over to the authorized representative of vendor. After completion of the data

digitization, the vendor shall return the documents/files/registers to the concerned ITPO official.

    a. The vendor must ensure that the physical records are not altered or tampered in any manner when documents/registers are under their possession.

    b. Data made available to the vendor must be kept confidential and must not be taken outside the premises of ITPO.

    c. The vendor shall be responsible for completion of work within stipulated days and also responsible for provision of necessary manpower accordingly.

    d. These documents would be available across the corporate office & Regional offices.

2. DATA MIGRATION

- Data shall be migrated from the current application and media to the new application prior to the 'go-live' of the respective location.
- The key data migration and digitization requirements include:

    a. Design the data migration and acceptance methodology and plan.

    b. Risk identification and Mitigation Plan for Data Migration.

    c. Data mapping.

    d. Perform data cleansing for incorrect/incomplete data.

    e. Data migration.

    f. Corrections of the migrated data during Data Quality Assessment and review.

    g. Obtain sign off on migrated data.

    h. On completion of the migration, all data from current applications shall be available in the ERP system.

- The tool/utility for performing data migration must be designed by the vendor after an adequate study of the data to be migrated.
- Data Assessment: Vendor shall assess the state of the data in the source/legacy systems and determine whether it meets the criteria for use in the ERP system. The study of the source/legacy systems must provide comprehensive insights into the content, structure, quality and integrity of the source/legacy systems.
- Risk identification and Mitigation plan for Data Migration: Vendor shall identify all risks associated with the data migration and enumerate mitigation measures and prepare a Risk Identification and Mitigation plan for data migration. The Plan must address the contingency measures to be adopted during the event of a data migration failure. It must also clearly specify measures to be taken to prevent data loss. It may be preferable to consider

migration of data to a backup system at the same time as the new system to address data loss due to system failures.

- Data Cleansing and Transformation: It is the process of applying agreed criteria to source data to make it suitable for use in the new ERP system. The criteria may be applied automatically through some program or may be carried out manually. The key responsibilities of the vendor w.r.t. data cleansing shall include :

    a. Identify data cleansing needs and expectations.

    b. Clean up source data in current system.

    c. Format unstructured data in other systems.

    d. Run extracts and queries to determine data quality.

- Data Mapping and cleansing: Since there would be significant difference between existing database table structures and database table structures of new application, there must be mapping done between the existing tables and proposed tables and data be made compatible for migration into new tables. A comprehensive data mapping exercise must be undertaken by vendor before embarking on data migration. A good detail map will detail an in-depth cross-referencing of all mutual fields across the source system and the target system. It must included the following (but not limited to):

    a. Names of applicable to and from fields.
    b. Lengths and data types of these fields.
    c. Mapping of relationships between entities.
    d. Check on the constraints, unique fields and integrity checks.
    e. Any logic involved in mapping such as string truncations or validations against any business rules.

- Vendor shall carry out validation of the data migrated into the ERP system. Data quality in the target system is assessed and detailed metrics are prepared for the migrated data. Any exceptions, errors found are resolved and the migrated database is signed off.
- Vendor shall be responsible for migration of operational data as required, including financial transaction data such as ongoing contracts, employee transaction data such as leave and training applications.
- In the event of any gaps in data migration, vendor shall discuss the same with ITPO, document the findings and get it signed-off from ITPO.
- In the event of any data that cannot be migrated due to various reasons, vendor shall provide alternate strategy with concurrence from ITPO.
- Vendor shall develop the data conversion programs to convert ITPO`s current data (residing in the systems) to the new format as required by business.
- Vendor shall run mock data migration tests to validate the conversion programs that have been written.
- Vendor shall validate the data before uploading the same to the production environment.
- Vendor shall support in conducting the acceptance testing and verifying the completeness and accuracy of the data migrated from the legacy systems to the proposed solution.

AA2. Addendum to clause no. *"12. Operational Requirements"* of Part A of RFP

12.3 OWASP Vulnerability Check.

The software application should be free from OWASP (Open Web Application Security Project) vulnerabilities.

AA3. Addendum to clause no. *"14. ACCEPTANCE TESTING, AUDIT AND CERTIFICATION" of Part A of RFP*

c. ITPO may get the audit conducted by Standardisation Testing and Quality Certification (STQC), under the office of the Department of Electronics and Information Technology (DEITY) regarding security & performance aspects.

CORRIGENDUM

AC1. Corrigendum to 10. Project Timelines and Deliverables, 10.1 Project Timelines

Existing Clause:-
"Supply, installation, configuration and commissioning of server side hardware"

Modified Clause:-
Please read clause as:
"Installation, configuration and commissioning of server side hardware"

AC2. Corrigendum to 10. PROJECT TIMELINES & DELIVERABLES, 10.2 Penalty for Delay

Existing Clause:-
For each week of delay in achieving the milestones, ITPO shall levy a penalty of 0.50 % of total cost of the project upto a maximum of 10 % of the total contract value.

Modified Clause:-
For each week of delay in achieving the milestones, ITPO shall levy a penalty of 0.25 % of total cost of the project upto a maximum of 10 % of the total contract value.

AC3. Corrigendum to *"10.3 Deliverables"* of Part A of RFP

Please read **"10.3 Deliverables" of Part A of RFP** as:-

This section highlights the interim deliverables that the vendor must provide as part of the engagement.

S. No.	Project Deliverables
Project preparation, Training and Design	
1	Project Charter outlining • Project Scope, Goals and Objectives • Project Organisation chart • Detailed Project Plan / Schedule • Project Quality Management Plan • Project Risk Management Plan • Project Escalation Procedures • Project Change Management procedures (Software Change Request) • Change Management Strategy and Procedures (Organisation) • Document standards • Deliverable approval (from ITPO) procedures
2	• Project infrastructure requirements • Project office requirements • Hardware requirement, software, LAN and WAN requirements during the project with clarity on scope
3	• Training Plan outlining and Preparation of Training Material • Training courses, mode of training, venue of training and schedule of training • List of participants (dept wise) • Trainer details • Preparation of training material for end user training
4	Project KPI's for each business function and KPI monitoring plan

5	**Software Requirement Specification (SRS)**
	 • Business process design document (Scoping) covering
	      ◦ Overall Organisation design
	      ◦ Process charts / flow diagrams outlining broad processes and sub-processes for each function
	      ◦ Checks and controls for processes
	      ◦ Roles and responsibilities for processes
	      ◦ Business process improvement planned through new process design
	      ◦ Targeted KPI improvement in processes
	 • ***Compliance to IEEE 830 standard be ensured.***

6	• Technology configuration document outlining
	      ◦ Detailed Technical architecture of solution
	      ◦ Operating System environment and hardware platform
	      ◦ Interface with external systems

	o System operating procedures

7	**Design Document**
	 • **High Level Design document.**
	 • **Low Level Design Document.**
	 • System configuration document outlining
	     o Definition of user profile for all functional areas
	     o Definition of Master / Transaction data structures
	     o Definition of parameters for system configuration for all application modules and reporting tool(s)
	     o Standard reports for each function / module
	     o Customization areas with details of customization scope and effort estimate

8	• Data collection &migration strategy • Existing data sources (fields, structure) across systems • Mapping existing data with ERP system data structures o List of data to be prepared & migrated with details of granularity (transaction level or consolidated) • Data conversion procedures (manual, tool based)
9	• Change Management Plan / Rollout • Development of communication • Creation of training material • Delivery of training
Software configuration / Customization / UAT signoff	
10	• Functional Requirements met through standard features • Customization development report • Functional requirements met through customization • Standards followed for customization • Version control mechanism and current version information
11	Internal (to Vendor) test result reports for system tests
12	Test Plans / Scripts and Test procedures for module testing and integration testing
13	Test result reports for Module testing and Integration testing
14	Issue closure report indicating compliance to the issues identified during Module Test and Integration test
15	System acceptance report with sign-off from Core team members
16	• End-user documentation • System user manuals • Online help • Process charts with roles and responsibilities
Preparation for Go-Live, End user training, Go-Live	

17	• Communication plan for end-user communication during Go-Live • Target end-users • Areas of communication (e.g. support system, revised process details, etc.) • Channel of access for communication (e.g. contact person, phone number, e-mail ID, etc.)
18	• End-user Training plan • Training courses, mode of training, venue of training and schedule of training • List of participants • Trainer details
19	• Report on establishment of Helpdesk infrastructure outlining details of • Help desk infrastructure deployed • Helpdesk staff / contact details • Helpdesk service delivery processes
20	• Schedule and Criteria for Go-Live (for each module / functional area) • Parameters to be considered for Go-Live • Sign-offs required for Go-Live • KPI target values and KPI monitoring plan
21	• Plan for stress / volume testing • Modules for stress / volume testing • Scripts for stress / volume testing • Data population strategy • Tools to be used for testing • Parameters (e.g. response times) to be monitored and target values to be achieved during stress / volume testing
22	Stress / volume testing results (to be conducted till the desired parameters / results are achieved)
23	Definition of cutover strategy and plan
24	• Data collection/migration report indicating conclusion of data collection/ migration as per the plan • Data extraction carried out • Data cleansing undertaken • Data posting on ERP application
25	• System administration document • Data management and backup procedures • Security procedures • User responsibilities • Disaster recovery plan
26	Issue log and issue resolution during the Go-Live
27	Go-Live sign-off document as per the criteria set for Go-Live

	Post-implementation Support and Stabilization
28	• Issue log and resolution with details of • Time of issue registering and resolution • ITPO personnel who raised the issue • Category of calls (system query / process query / system issue)
29	• KPI achievement report • KPI planned vs. achieved • Actions required to achieve the KPI's
30	Sign-off from end users for closure of all issues raised during the post-implementation period
31	• Final submission of documents (after incorporating the changes undertaken during the entire project) • Business process design • Technology configuration document • System configuration document • End user documentation • System administration document
	Ongoing deliverables
32	Project progress report
33	Steering Committee meeting notes and action plan
34	Project Risk parameters
35	Project Quality parameters
36	Project Issues (Open and Closed issues during the reporting period)
37	Escalation instance and resolution reports
38	Project Resource deployment (during the reporting period)
39	Exit Management Document

AC4. Corrigendum to *"Annexure A3"* of Part A of RFP

Please read Annexure A3 as:-

System Requirement (SR) Matrix:

S. No.	System Requirement	Response from bidder (Yes / No)	Marks {0.25 marks will be awarded if the response from the bidder is `Yes`, otherwise 0(zero) marks

A3(1)	**Security Features based compliance matrix**		
1	System should provide Maker Checker concept for entry of transactions with maker & checker being distinct identity & Authority levels check & entry based on transaction/voucher amounts.		
2	System should provide online password authentication at User level, Application level, Menu level, Operation level (view, add, modify, delete)		
3	The system should support facility to allow the defining of the password construct as Number of characters, Numeric, Character, Alphanumeric, Alphanumeric (length of chars/numbers to be predefined), Blank password (disallow), Case sensitive.		
4	System should support defining user activity (on transactions) access to be based on the following and not limited to input, Hold, Modify, Delete, Authorize, Reverse, view/Display, Print etc.		
5	System should support storage of password, in the database, in encrypted form.		
6	System should have the capability to lock entry screen after a user-specified number of incorrect password attempts.		
7	System should log all update transactions in a secure audit trail file. It shall provide for required changes to user passwords based on a user-specified period of time.		
8	System should report attempts of unauthorized system access or use.		
9	System should have the capability to define an access category relating to groups of users (e.g., members of a department or management class).		
10	System should provide a facility to automatically logout the user if the system is inactive for more than a specified period of time.		
11	System should support automatic logout in case of disconnection of user from the application server.		
12	System should support definition of access rights for online available reports.		
13	System should provide granular level of access control to implement segregation of duties.		
14	System should provide reports to monitor assigned user access privileges at a granular (transaction and functionality) level.		
A3(2)	**Database related compliance matrix**		

15	Database should support multiple platforms like Unix and Linux		
16	The proposed database should have the best-in-the-class Security. The Database should have comprehensive portfolio of security solutions to ensure data privacy, protect against insider threats, and enable regulatory compliance.		
17	The database should support cluster environment		
18	The database should support automatic storage management		
19	The database should provide best-in-class fault tolerance, performance and scalability with no application changes necessary		
20	Database should allow unstructured data to be stored in the database and should support the querying and compression of the unstructured data		

ADDENDUM & CORRIGENDUM to `Part B of RFP`

***Please note: - Addendum and Corrigendum as given below shall be an integral part of the tender document, re*f. no. ITPO/SD&CSD/ERPIMPLEMENTATION/13-14 dated 02-12-2013**

ADDENDUM

BA1. ADDENDUM

ANNEXURE B13 - DECLARATION

(To be submitted on the Letterhead of the Bidder)

[Date]

Sr. Manager,
India Trade Promotion Organisation
Pragati Bhawan, Pragati Maidan
New Delhi-110001

Dear Sir,

Ref: RFP: PROCUREMENT, CUSTOMIZATION, IMPLEMENTATION AND MAINTENANCE OF ERP APPLICATION AT ITPO

We, the undersigned, hereby declare that:-

(a) The "Total Project Cost" includes (A) Phase-I - ERP Implementation Cost and (B) Phase-II - ERP Annual Maintenance Cost as indicated in "Annexure B9- Commercial Bid".

(b) The percentage of "(A) Phase-I - ERP Implementation Cost" of the Total Project cost is not greater than 40% (Forty Percent) as indicated in "Annexure B9- Commercial Bid".

(c) The remaining percentage of the Total Project Cost is included in "(B) Phase-II - ERP Annual Maintenance Cost" which is spread over a period of five years equally as indicated in "Annexure B9- Commercial Bid".

(d) Our bid shall be liable for rejection if details mentioned in "Annexure B9- Commercial Bid" are not in accordance with aforementioned point nos. (a), (b) & (c).

Thanking you,

Date:
(Signature) (In the capacity of)
(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)
Seal/Stamp of bidder

CORRIGENDUM

BC1. Corrigendum to *"2.3 Terms of Payment, a. (iii)"* **of Part B of RFP**

Please read 2.3 Terms of Payment, a. (iii) of Part B of RFP as:-

a. For the implementation phase, ITPO would make the payments as per the milestones defined below. The payment would be released on certification of work by "ITPO's Steering committee".

Milestone	Payment as percentage of "Phase-I - ERP Implementation Cost" as per Annexure B9 of Part B of this RFP
Sign off on System Requirement Study (SRS)	10% (Ten Percent)
Successful completion of UAT & Training at HQ	5% (Five Percent)
Successful Go-Live at HQ	45% (Forty Five Percent)
Successful Go-Live at Regional Office (RO)	30% (Thirty Percent)
Satisfactory Operations for One (2) year after Go- Live at HQ	10% (Ten Percent)

***Please Note:* -**

 (a) **The "Total Project Cost" includes (A) Phase-I - ERP Implementation Cost and (B) Phase-II - ERP Annual Maintenance Cost. (As per annexure B9 of Part B of this RFP).**

(b) To ensure effective implementation of the project, the percentage of "(A) Phase-I - ERP Implementation Cost" of the Total Project Cost should not be greater than 40% (Forty Percent).The remaining percentage of the Total Project Cost shall go to the part "(B) Phase-II - ERP Annual Maintenance Cost" which shall be spread over a period of five years equally and shall be paid in equal installments half-yearly over a period of five years. (As per annexure B9 of Part B of this RFP).

(c) To ensure a reasonable and realistic ratio of "(A) Phase-I - ERP Implementation Cost" and "(B) Phase-II - ERP Annual Maintenance Cost", a bid will not be considered for final evaluation if the total "(A) Phase-I - ERP Implementation Cost" happens to be more than 40% of the Total Project Cost (As per annexure B9 of Part B of this RFP). *Undertaking regarding the same is to be provided by the bidder as per the format enclosed at `Annexure B13 – Declaration` of this document.* **The "Annexure B13 – Declaration" is to be submitted in Technical Bid envelope and details of the cost involved are to be provided only in the Commercial Bid envelope.**

BC2. Corrigendum to ANNEXURE B7 - OEM CERTIFICATION, Page no. 202 of Part B of RFP

Existing Clause:-

"We also undertake that in case of default in execution of this RFP by the <Bidder Name>, <OEM Name> will take all necessary steps for successful execution of this project as per RFP requirements."

Modified Clause:-

Please read clause as:-

"We also undertake that in case of default in execution of this RFP by the <Bidder Name>, <OEM Name> will ensure continued support for the product supplied by <OEM Name> to ITPO."

BC3. Corrigendum to *"ANNEXURE B9 – Commercial Bid"* of Part B of RFP

Annexure B9 may be read as:-

ANNEXURE B9 – Commercial Bid

The commercial bid should be enclosed in a separate envelope as part of the final proposal and should be enclosed along with the technical bid. Cost figures should be presented separately for each solution component, i.e. all costs should be given separately year-wise (for a five year time horizon) for all application components. The Bidders should specifically mention any additional components or software (e.g. reporting tool) that ITPO will need to implement. **ITPO may disqualify Bidders who do not adhere to the cost format as mentioned in the section.**

All costs should be in Indian Rupees (INR). Please note that all costs should be for all locations i.e., Headquarters (Pragati Bhawan), Regional offices in India. The quote should be inclusive of any and all related taxes/levies payable, e.g. customs, excise, transportation, insurance, etc. The commercial bid should also be inclusive of all the Out of Pocket expenses (OPEs), travel, boarding, lodging etc. at the respective locations.

ITPO prefers not to have any restrictions attached to the license/purchase. Bidders should clearly indicate how the license requirements have been arrived (e.g. based on no. of users, concurrency factor, etc.). Vendor should also clearly indicate if ITPO's decision to either alter the no. of license requirements or phase the procurement of licenses will have an implication on any of the price components. The vendors should clearly mention restrictions if any, wherever applicable. ITPO will be free to place an order for more or less number of licenses than proposed by the bidder. The bidder should indicate clearly if the rates for procurement of licenses (or any other cost component) will be different in case the number of licenses required by ITPO changes (i.e. ITPO awarding contract for either more or less number of licenses than proposed).

The vendors are required to guarantee that exchange rate fluctuations, changes in import duty and other taxes etc. will not affect the Rupee value of the commercial bid, over the validity period of the bid.

ERP Solution for ITPO Cost

Based on the implementation methodology and timelines indicated in your proposal, please provide the Total ERP Solution cost on a fixed price basis with cost heads defined in the table below.

A. Phase-I - ERP Implementation Cost Details

o.	Cost head	Amount (In Indian Rupees (INR))
	ERP License Cost (Perpetual – 250 Named users)	
	Implementation & Roll out Cost	
	Training Cost	
	Total Cost (1+2+3) (in Figures)	
	Total Cost (1+2+3) (in Words)	

B. Phase-II - ERP Annual Maintenance Cost Details

| S.No. | Cost head* | Amount (in INR) for | | | | |
		1	2	3	4	Year 5 (v)
1	Annual Maintenance Cost					
	Total Maintenance Cost (i + ii + iii +iv + v) (in Figures)					
	Total Maintenance Cost (in Words)					

Total Project Cost (A + B) (all Inclusive) – INR

_____

Total Project Cost (A + B) (all Inclusive) – INR (in words)

_____

S. No.	Cost Detail	% of the Total Project Cost
1	**Phase-I - ERP Implementation Cost**	
2	**Phase-II - ERP Annual Maintenance Cost**	
TOTAL		100

Please Note while quoting-

- The rates quoted above should be inclusive of all expenses including out of pocket expenses, travel, boarding, lodging etc. at the respective locations. If there are any other charges quoted separately the bid will not be considered and may be disqualified.
- The quoted price should be inclusive of all Taxes, Levies etc.
- **Bidder should mandatory provide all prices as per the prescribed format under this Annexure**.
- Bidder should not leave any field blank.
- All the prices are to be entered in Indian Rupees (INR) ONLY (% values are not allowed)
- ITPO reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- The Commercial Bids shall be evaluated by ITPO for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy in the total price that is obtained by adding the unit price(s), the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

L1 Evaluation Criterion: **Bidder having lowest project cost will be declared as L1 and will be selected as vendor / implementation agency for the project.**

Please Note: **-**

(a) **The "Total Project Cost" includes (A) Phase-I - ERP Implementation Cost and (B) Phase-II - ERP Annual Maintenance Cost.**

(b) To ensure effective implementation of the project, the percentage of "(A) Phase-I - ERP Implementation Cost" of the "Total Project Cost" should not be greater than 40% (Forty Percent).The remaining percentage of the "Total Project Cost" shall go to the part "(B) Phase-II - ERP Annual Maintenance Cost" which shall be spread over a period of five years equally and shall be paid in equal installments half-yearly over a period of five years.

(c) To ensure a reasonable and realistic ratio of "(A) Phase-I - ERP Implementation Cost" and "(B) Phase-II - ERP Annual Maintenance Cost", a bid will not be considered for final evaluation if the total "(A) Phase-I - ERP Implementation Cost" happens to be more than 40% of the "Total Project Cost" (As per annexure B9 of Part B of this RFP). *Undertaking regarding the same is to be provided by the bidder as per the format enclosed at `Annexure B13 – Declaration` of this document.* **The "Annexure B13 – Declaration" is to be submitted in Technical Bid envelope and details of the cost involved are to be provided only in the Commercial Bid envelope.**

Additional Information (Not to be considered for the purpose of evaluation for L1 bidder):

1. Please provide details of Man-day/Man- Month Cost of each resource which may be required for new development of business processes over and above the project scope of work during maintenance in INR. Please define the validity period of these rates. An exhaustive list indicating the cost estimates may be given.

BC4. Corrigendum to ANNEXURE B10 – TECHNICAL EVALUATION PARAMETERS of Part B of RFP

Annexure B10 may be read as:-

Following outlines the broad parameters based on which evaluation of technical proposals of the vendors shall be carried out by ITPO -

Criteria	Marks
Bidder must score a minimum of 50% of the total marks under each head A, B, C and D	
A. Organizational Experience / Projects Experience Bidders with experience in implementing ERP projects (proposed product), minimum of 3 projects, with value of more than INR 3 crore (for each project) shall be awarded marks on the following basis. 3 projects – 20 marks out of 40 4-5 projects – 30 marks out of 40 More than 5 projects- 40 marks out of 40 Out of three organizations, bidder should have successfully completed ERP implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 crore.	**40 (Forty)**
B. Compliance ▪ FRS Response * - Max. Marks:- 25 (Twenty Five) ▪ System matrix -Max. Marks:- 5 (Five)	**30 (Thirty)**

Criteria	Marks
**C. Proof of Demonstration **	**20 (Twenty)**
▪ Fair Management (see Annexure B11) ** -Max. Marks :- 10 (Ten)	
▪ Receivables invoice (see Annexure B11) ** - Max. Marks :- 10 (Ten)	
D. Proposed Solution, QMP, Risk Management, Project Control, Change Management, Training etc. (See Annexure B11)	**10 (Ten)**
Total Marks	**100**

*Marking scheme as per details in Annexure B5

** Marking scheme as per details in Annexure B11

BC5. Corrigendum to ANNEXURE - B11

Annexure B11 may be read as:-

ANNEXURE B11– MARKING SYSTEM FOR PROOF OF DEMONSTRATION (POD), PROPOSED SOLUTION, QMP, RISK MANAGEMENT, PROJECT CONTROL, CHANGE MANAGEMENT, TRAINING ETC.

A. PoD for Fair Management:-

S.No.	Demonstration Script Details	Marks (full marks on successful demonstration, 0 **(zero)** otherwise)
1	Demonstrate how ITPO property (halls/pavilions etc.) would be integrated with online space booking.	2
2	Demonstrate how ITPO property (halls/pavilions etc.) details captured in database.	1
3	Demonstrate how availability will be shown in the online space booking portal with different coloring schemes	1
4	Demonstrate how each fair would be defined as an individual project and resources (staff, material) be related with project management module	1
5	Demonstrate alerting mechanism for exceptions, errors and budget overruns.	1
6	Demonstrate how system will send notifications to various executive divisions once a fair is conceptualized and approved	1
7	Demonstrate how system will generate product related customer database	1

S. No.	Demonstration Script Details	Marks
8	Demonstrate how system will generate invoice & its integration with financials	2
9	Demonstrate how system will integrate payment transactions through payment gateway	2
10	Demonstrate how system will generate status based MIS reports on a regular basis	1
11	Demonstrate reservation of space with expiry of reservation.	1
12	Demonstrate queuing reservation system	1

B. PoD for Receivable Invoice:-

S. No.	Demonstration Script Details	Marks (full marks on successful demonstration, 0 (zero) otherwise)
1	Demonstrate how information will be interfaced from online space booking portal to the financial system & impact on change in space booking subsequently.	1
2	Demonstrate the generation of invoices for the various services used by the exhibitor.	1
3	Demonstrate how system will manage all validations while creation of an invoice	1
4	Demonstrate relationship between generation of proforma invoice vis-à-vis receipt of payments from exhibitors with penalty conditions validations.	1
5	Demonstrate how system will create accounting for the invoice created	1
6	Demonstrate how system will support statutory taxation requirements like service tax, VAT, TDS etc.	2
7	Demonstrate how system will support multiple currency	1
8	Demonstrate how system will support approval mechanism for invoices based on authorization matrix	1
9	Demonstrate how system will provide unique invoice numbering	1
10	Demonstrate how system will capture payment details (manual/electronic) in the system while creating receipt	2
11	Demonstrate how system will apply receipt to the original invoice	1
12	Demonstrate how system will generate fair based MIS reports	1
13	Demonstrate system handling pay plan of rentals for allotted space	1

C. Proposed Solution, QMP, Risk Management, Project Control, Change Management, Training etc.

S. No.	Evaluation Parameter		Max. Marks	Supporting Doc./ Basis	
1.	**Understanding of requirement**				
	a)	Understanding of ITPO services and overall project requirements	1	Bid Response	
	b)	The best practices from earlier implementation of ERP in the Public Sector that needs to be implemented in ITPO (Payroll, HR & Finance)	1	Bid Response	
	c)	The best practices from earlier implementation of ERP in fairs/event management, if implemented.	1	Bid Response	
2.	**Overall Solution Design and System Architecture**				
	a)	Please provide Schematic diagram of the major software components require to implement solutions, which should include third party utility software as well (If required).	2	Bid Response	
	b)	Please provide details of bidder's plan to address the solution, design configuration and technology requirements such as scalability, availability, performance and other requirements of the system, as mentioned in this RFP.	1	Bid Response	
	c)	Is the scalability dependant on software/hardware? Can the system be distributed securely on remote environment?	1	Bid Response	
	d)	Does the project support load balancing features, please provide details?	1	Bid Response	
	e)	What clustering features are supported by the solution?	1	Bid Response	
3.	**IT Infrastructure and Deployment**				

	a)	Deployment architecture of the proposed solution at Data Centre (DC).	2	Bid Response	
	b)	Brief on Business Continuity Policy (BCP) for the ERP solution.	1	Bid Response	
4.	**IT Infrastructure & Security**				
	a)	Provide description of your overall system of security & architecture comprising of the following minimum data functionalities:- - Data identification - Data inscription - Data confidentiality - Data availability	2	Bid Response	
5.	**Proposed Solution`s Interoperability Features**		1	Bid Response	
6.	**Quality Management Plan**				
	a)	The quality management plan involves planning, doing checking and acting to improve project deliverables vis-a-vis their standards. The plan should provide details of:- - Quality Planning - Quality Assurance - Quality Control	2	Bid Response	
7.	**Risk Management**				
	a)	The ERP implementation risk management plan should include risk in executing ERP system implementation including project planning, progress status and budget management, system integration risks, communications and change management plan, business user involvement, testing, data conversion and data migration.	2	Bid Response	
8.	**Project Control Methodology**				
	a)	The project control methodology plan should cover the following items:-	1	Bid Response	

		1) Basic list of activities that needs to be completed like functional, technical & administrator testing therein. 2) Key project meetings that is the key communication and problem solving opportunities. 3) Critical communication is the key opportunity for project stakeholders.			
9.	**Operation & Maintenance of the solution**				
	Bidder should provide description of the proposed O&M solution:- - Scope of responsibility - Help-desk procedure - Escalation Mechanism & Structure - Induction process of O&M resource. - Role and responsibility of the resident engineers. - Brief description about how fault to be attended to and rectified.		1	Bid Response	
10.	**Chain management and training schedule**				
	Base Product Training Plan Module Specific Training Plan Change Management Training Plan		1	Bid Response	
11.	**Project implementation & Activity-wise Timelines Plan**				
	a)	In addition to details requested in B5(E), the plan should also include :- 1) Adequate attention to testing. 2) Adequate attention to change management, defect management, configuration control and communication plan. 3) Timelines proposed versus indicated in RFP.	2	Bid Response	

		4) Adequate attention to data digitization, migration and quality assessment plan. Note: Higher weightage would be given if proposed timelines are better than those proposed by ITPO in this RFP.			
12.	**Project Team**				
	a)	Methodology for man-power requirement is as per Annexure B6.	1	Bid Response	
	b)	Staffing plan and project team, size, structure and capabilities.			

***Methodology for calculation of normalized marks obtained by the bidders based on the aforementioned responses shall be as follows:-

a) PoD for Fair Management:-

- Max. maximum marks obtained as per PoD = 15
- Marks obtained by bidder = X
- Normalized Marks obtained by bidder = $(X \div 15) \times 10$

b) PoD for Receivable Invoice:-
- Max. maximum marks obtained as per PoD = 15
- Marks obtained by bidder = X
- Normalized Marks obtained by bidder = $(X \div 15) \times 10$

c) Proposed Solution, QMP, Risk Management, Project Control, Change Management, Training etc.:-
- Max. maximum marks obtained as per PoD = 25
- Marks obtained by bidder = X
- Normalized Marks obtained by bidder = $(X \div 25) \times 10$

Note: Normalized marks will be rounded off to the nearest integer

Ex:- 8.89 to 9, 8.5 to 9 & 8.49 to 8 marks

ADDENDUM & CORRIGENDUM to `Part C of RFP`

Please note: - Addendum and Corrigendum as given below shall be an integral part of the tender document, r**ef. no. ITPO/SD&CSD/ERPIMPLEMENTATION/13-14 dated 02-12-2013**

ADDENDUM

CA1. Addendum to 1.   ARTICLE I – DEFINITIONS AND INTERPRETATION, 1.1 Definition 1.1 of Part C of RFP

f) References to the word "days" shall, unless otherwise indicated, mean calendar days;

g) "month" means a calendar month as per the Gregorian calendar.

CA2. ADDENDUM TO *"ANNEXURE C1- SERVICE LEVEL METRICS"* of Part C of RFP

2.0   PRODUCT SUPPORT SERVICES

Vendor will render the following product support services.

2.1   Standard Helpdesk support:

(g) Defect Type/ Category Guideline

The Vendor Team will examine and classify each identified defect by defect type and fix it accordingly.

Defect types can be classified as below:

S. No.	Type	Definition
(a)	Functionality	Defects caused due to incorrect programming logic, not addressing a functional requirement in code or product configuration
(b)	Documentation Error	Defects caused due to incomplete or inappropriate documentation of test steps
(c)	Environment	Defects caused due to inconsistent environments or lack of required infrastructure
(d)	Non-Functional	Defects related to non-functional requirements such as usability, security, availability, etc.
(e)	Performance*	Affects the performance of the system in terms of certain performance related criteria of the system.
(f)	System Software Bugs	Defects due to the bugs in the System Software.

* The performance criteria have been illustrated in section 8.0.

CA3. Addendum to "*4. ARTICLE IV –FINANCIAL TERMS, 4.1 TERMS OF PAYMENT"* of Part C of RFP

d. no claim shall be considered by ITPO at any time for reimbursement of any expense incurred as a result of any misunderstanding of the terms and conditions imposed under this Agreement.

CA4. Addendum to 6. ARTICLE VI: PROTECTION AND LIMITATIONS, 6.4 Force Majeure of Part C of RFP

f. No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

CA5. Addendum to 6. ARTICLE VI: PROTECTION AND LIMITATIONS 6.5 DATA PROTECTION AND USE of Part C of RFP

g. The Vendor undertakes that all employees of the Vendor to whom any data is disclosed observes data secrecy and the Vendor shall be liable for all and any action of any of its employees, officers, directors, agents, advisors, consultants, sub-contractors or staff who violates such undertaking. The Vendor shall indemnify and hold harmless ITPO of third party's claims relating to the protection of data. The Vendor shall ensure that the Project Data is not used by it, except for providing the services.

CA6. Addendum to 6. ARTICLE VI: PROTECTION AND LIMITATIONS 6.6 Confidentiality of Part C of RFP

g. Notwithstanding anything to the contrary, ITPO shall be entitled to disclose from time to time (without need for prior intimation to the Vendor) any information to the Government of India or any other regulatory authority, having jurisdiction in relation to the subject matter of this MSA under Applicable Laws.

CA7. Addendum to 8. ARTICLE VIII: MISCELLANEOUS, 8.2 PERSONNEL of Part C of RFP

i. Subject to any of the Key Personnel's resignation, termination, death or disability, the Vendor shall not substitute or replace any of the Key Personnel without the prior written approval of ITPO.

CORRIGEDNUM

CC1. Corrigendum to 4. ARTICLE IV – FINANCIAL TERMS, 4.3 TAX, point no. b

Existing Clause:-
In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term, the consequential effect shall be to the account of the Vendor.

Modified Clause:-

Please read clause as:

"In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term, the consequential effect shall be to the account of the Vendor. Future tax as per government`s policy to be levied"

CC2. Corrigendum to *"Annexure C1 – Service Level Metrics"* of Part C of RFP

Please read point no. 1.0 of "Annexure C1 – Service Level Metrics" of Part C of RFP as:-

1.0   The SLAs would be monitored using an EMS tool. The cost of the tool would be borne by the Vendor as part of the overall solution. Vendor would be responsible for training at least 2 ITPO nominated resources on the usage of the EMS tool deployed. **The EMS tool should be appropriately configured, to measure system response time, uptime and other performance measurement parameters as defined in "Annexure C1 – Service Level Metrics"**

CC3. Corrigendum to 6.   ARTICLE VI: PROTECTIONANDLIMITATIONS, 6.4 Force Majeure, (a)

Please read 6.   ARTICLE VI: PROTECTIONANDLIMITATIONS, 6.4 Force Majeure, (a) as

a. (i) Neither Party to this MSA or to the SLA shall be liable to the other Party for any loss or damage which may be suffered by any Party due to the events of force majeure (**"Force Majeure"**), which satisfies each of the following conditions:

a)   materially and adversely affects the performance of an obligation by any Party;
b)   are beyond the reasonable control of the Party;
c)   the affected Party could not have prevented or reasonably overcome with the exercise of Good Industry Practices or reasonable skill and care;
d)   does not result from the negligence or misconduct of the Party or the failure of the any Party to perform its obligations; and
(e) any consequences of which prevent, hinder or delay in whole or in part the performance by the Party of its obligations under this Agreement.

a. (ii) The term of Force Majeure shall include events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labor disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

CC4. Corrigendum to "ANNEXURE C1 – SERVICE LEVEL METRICS, 8.0 Performance Measurements" of Part C of RFP

Clause no. "8.0 Performance Measurements" may be read as:-

Type of Infrastructure	Measurement	Minimum Service Level
Transaction Level Processing (OLTP) *	3-5 seconds	98%
Simple enquiry – three tables, 5 fields, 3 conditions – without screen rendering	< 10 seconds for 10,000 rows	98%
Report preview –all reports) –initial page view (if asynchronous)	< 60 seconds in most instances. It is understood that complicated / large volume reports may require a longer period	98%
Down time for servicing	Each planned down - time for application, database and operating system servicing (up gradation, bug fixing, patch uploads, regular maintenance etc.) will not be more than <define agreed time parameter>. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with the ITPO. In case the downtime exceeds the planned hours the additional time taken for servicing will be considered for system downtime as per availability measurements table.	98%
Incident Management	Percentage of incidents escalated resolved	98%

*Assuming that an ERP user is operating 4 sessions at a particular instance.

CC5. Corrigendum to "ANNEXURE C1 – SERVICE LEVEL METRICS, 9.0 SLA Penalties" of Part C of RFP

Clause no. "9.0 SLA Penalties" may be read as:-

Penalties for Availability and Performance measurements (indicative - as per agreed terms between vendor & ITPO)

Bidder would publish report for quarterly reporting and calculations of measurements listed above.
Penalties would be imposed for not meeting minimum service level of SLA as per the table below:

Minimum Service Level	Penalty as a percentage of Half-yearly payment
>98 %	No penalty
Between 93% to 98%	2% of the Half-yearly payment
Between 90% to 93%	5% of the Half-yearly payment
Below 90%	Termination of the contract subject to decision of the Operations & Maintenance committee (to be constituted by ITPO)

CC6. Corrigendum to different clauses of Part C of RFP

S.No	Clause/Section no.	Prevailing clause	Modified clause
1.	Clause no. 1. ARTICLE I – DEFINITIONS AND INTERPRETATION,1.1 DEFINITIONS, a. (xiii) of Part C of RFP	**"Intellectual Property Rights" means and includes all rights in its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;**	**Please read as** **"Intellectual Property Rights" means any** **patents, trademarks, service marks, trade names, registered designs, copyrights, rights or privacy and publicity and other forms of intellectual or industrial property, know how, invention, formula, confidential or secret processes, trade secrets, database generated, compilations made, source code and object code of the software, any other protected rights or assets and any licenses or other rights to use or to grant the use of any of the foregoing or to be the registered proprietor or user of any of the foregoing and permissions in connection therewith, any all**

			applications and all rights to apply for registration including all rights to apply for such protection under any international treaty in connection with the foregoing and all rights to have any of the foregoing to be registered or granted upon application in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewal thereof;
2.	**1.3 CONDITIONS PRECEDENT,1.3.1 Conditions Precedent for the Project Implementation Phase,(a) of Part C of RFP**	The following conditions precedent **needs to** be fulfilled by the Vendor: a. Provide Performance Bank Guarantee as specified in Annexure B12 of part B of RFP, the Security Deposit, in the form of a Bank Guarantee(s) for an amount equal to 10%(ten percent) of the project cost quoted in the commercial bid as specified in Annexure B9 of Part B of the RFP **to** ITPO;	**Please read as** The following conditions precedent **shall** be fulfilled by the Vendor: a. Provide Performance Bank Guarantee as specified in Annexure B12 of part B of RFP, in the form of a Bank Guarantee(s) for an amount equal to 10%(ten percent) of the project cost quoted in the commercial bid as specified in Annexure B9 of Part B of the RFP **in favor of** ITPO. **The Performance Guarantee shall be a security for the due and proper observance and compliance by the Vendor of the terms, conditions and covenants of the MSA throughout the term. All costs and expenses in relation to issuance, invocation or otherwise of the Performance Guarantee, shall be borne solely by the Vendor;**
3.	**1.3.2(b) of Part C of RFP**	The Project, consisting of implementation in offices in India shall have run successfully for three (3) months to the satisfaction of the "ITPO" termed as stabilization period after Go-Live at all **ROs**. ITPO's designated ERP steering committee would confirm the satisfactory completion of the stabilization period. The committee	**Please read as :-** The Project, consisting of implementation in offices in India shall have run successfully for three (3) months to the satisfaction of the "ITPO" termed as stabilization period after Go-Live at all **regional offices**. ITPO's designated ERP steering committee would confirm the satisfactory completion of the stabilization

		during review, if it deems fit, can extend the stabilization period.	period. The committee during review, if it deems fit, can extend the stabilization period.
4.	**1.3 CONDITIONS PRECEDENT, 1.3.3 Non-fulfillment of Conditions Precedent for the Project Implementation Phase, (b) of Part C of RFP**	b. Notwithstanding anything contained to the contrary, in the event of termination of this MSA, on account of non-fulfillment of the Conditions Precedent for the Project Implementation Phase, the "ITPO" shall not be liable in any manner whatsoever to the Vendor and the "ITPO" shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount. Such termination and forfeitures shall be without prejudice or other rights of the "ITPO" under law or Agreement.	**Please read as :-** b. Notwithstanding anything contained to the contrary, in the event of termination of this MSA, on account of non-fulfillment of the Conditions Precedent for the Project Implementation Phase, the "ITPO" shall not be liable in any manner whatsoever to the Vendor and the "ITPO" shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount. Such termination and forfeitures shall be without prejudice or other rights **and remedies** of the "ITPO" under law or Agreement. **The Vendor agrees that the decision of ITPO for invocation of the Performance Guarantee will be final and binding on the Vendor.**
5.	**1.3 CONDITIONS PRECEDENT, 1.3.3 Non-fulfillment of Conditions Precedent for the Project Implementation Phase, (c) of Part C of RFP**	c. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Vendor prior to the fulfillment of all of the Conditions Precedent for the Project Implementation Phase, upon the termination of this MSA such possession shall immediately **revert** to the "ITPO", free and clear from any encumbrances or claims.	**Please read as :-** c. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Vendor prior to the fulfillment of all of the Conditions Precedent for the Project Implementation Phase, upon the termination of this MSA such possession shall immediately **be returned** to the "ITPO", free and clear from any encumbrances or claims.
6.	**1.3 CONDITIONS PRECEDENT, 1.3.3 Non-fulfillment of Conditions Precedent for the Project Implementation**	d. Instead of terminating this MSA as provided in Article V, the "ITPO", may extend the time for fulfilling the Conditions Precedent and the milestones set-out in this MSA. It is clarified that any extension of time shall be subject to **imposition of agreed** liquidated	**Please read as :-** d. Instead of terminating this MSA as provided in Article V, the "ITPO", may extend the time for fulfilling the Conditions Precedent and the milestones set-out in this MSA. It is clarified that any extension of time shall be subject to liquidated

		damages **on** the Vendor linked to the delay in achieving the milestone.	damages **at the rate of 0.25 % per week of total cost of the Project upto maximum of 10% payable by** the Vendor linked to the delay in achieving the milestone.
7.	**2.ARTICLE II – INITIALIZATION, 2.2 PERIOD OF CONTRACT of Part C of RFP**	The MSA shall come into effect on the Effective **date** and shall continue for a period of sixty (60) months from date of completion of stabilization period of the project "Procurement, Customization, Implementation and Maintenance of ERP Application **At** ITPO" all the Implementation Sites, unless terminated earlier in accordance with terms of this MSA ("Term"). However, "ITPO" may choose to extend the Term for further period of **3 years**, with all the terms and conditions being the same as for original Term. **A fresh tender shall be called at the end of the Term/ extended term. The bid process for the second term shall commence one year before the expiry of the Term/ extended term or as desired by "ITPO"**	**Please read as :-** The MSA shall come into effect on the Effective **Date** and shall continue for a period of sixty (60) months from date of completion of stabilization period of the project "Procurement, Customization, Implementation and Maintenance of ERP Application **at** ITPO" all the Implementation Sites, unless terminated earlier in accordance with terms of this MSA ("Term"). However, "ITPO" may choose to extend the Term for further period of **36 months**, with all the terms and conditions being the same as for original Term.
8.	**2.3 ARTICLE II – COMMENCEMENT AND DURATION OF THIS PROJECT of Part C of RFP**	The commencement date is the date of the signing of contract between selected Vendor and "ITPO". The duration of the project, including the "Operation and Maintenance phase" is expected to be sixty (60) months from date of completion of stabilization period. This is subject to the adherence to the indicative timelines depicted in "Implementation Schedule" and may	**Please read as :-** The commencement date is the date of the signing of contract between selected Vendor and "ITPO". **(hereinafter referred to as "Project Launch Date")** The duration of the project, including the "Operation and Maintenance phase" is expected to be sixty (60) months from date of completion of stabilization period. This is subject to the adherence to the indicative timelines depicted in "Implementation Schedule" and may vary

		vary accordingly	accordingly
9.	**2.7.1 Procurement of Listed Assets:- of Part C of RFP**	a. The Vendor shall conduct proper testing and analysis of the proposed Listed Assets to ensure that they fulfill the requirements of the implementation of "Enterprise Resource Planning Application for ITPO", pursuant to the Agreement.	**Please read as :-** a. The Vendor shall conduct proper testing and analysis of the proposed Listed Assets to ensure that they fulfill the requirements of the implementation of "Enterprise Resource Planning Application for ITPO", pursuant to the Agreement. **The Vendor shall not be relieved of any of its obligations under this Agreement as a result of failure to conduct proper testing and analysis of the proposed Listed Assets.**
10.	**5.ARTICLE V: BREACHES, RECTIFICATION AND TERMINATION** **5.1BREACH,RECTIFICATION AND TERMINATION, (a) of Part C of RFP**	If there is breach which translates into default in providing Services by the Vendor pursuant to the Agreement, continuously for more than three (3) days, then the "ITPO", will serve a **seven day** notice to Vendor for curing such breach. In case the breach continues after the notice period, the "ITPO" will have the option to terminate the MSA at the end of the notice period.	**Please read as :-** If there is breach which translates into default in providing Services by the Vendor pursuant to the Agreement, continuously for more than three (3) days, then the "ITPO", will serve a **15 (Fifteen) days** notice to Vendor for curing such breach. In case the breach continues after the notice period, the "ITPO" will have the option to terminate the MSA at the end of the notice period.
11.	**5.2 TERMINATION ON OTHER GROUNDS of Part C of RFP**	a. In the event of change of **Management** Control of the Vendor.	**Please read as :-** a. In the event of change of Control of the Vendor.
12.	**6. ARTICLE VI: PROTECTION AND LIMITATIONS, 6.2 THIRD PARTY CLAIMS**	a. Subject to Article 6.2(b) below, Vendor (the "Indemnifying Party") undertakes to indemnify the "ITPO" (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or	**Please read as :-** The Vendor agrees and undertakes that from the Effective Date and during the Term and thereafter, it shall indemnify and keep indemnified and otherwise save harmless, ITPO, its employees,

	of Part C of RFP	**damage to tangible personal to any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this MSA or the SLA.**	**officers, directors, agents, advisors, consultants, sub-contractors, servants or staff members, from and against all claims, or losses caused or damages suffered or costs, charges/ expenses (including ITPO's legal expenses) incurred or put to or penalty levied or any claim due to:**
			(i) injury to or death of any person;
			(ii) loss or damage caused or suffered to property owned or belonging to ITPO, its employees, officers, directors, agents, advisors, consultants, sub- contractors, servants or staff members or third party arising out of:
			(a) any act or omission of the Vendor;
			(b) any fraud, misconduct, misrepresentation, negligence or breach of any of the terms and conditions of this MSA or SLA by the Vendor;
			(c) any failure or negligence or default of the Vendor, or its contractors or subcontractors as the case may be, in connection with or arising out of this MSA or SLA;
			(d) any act or omission on behalf of the Vendor resulting in breach of the obligations or duties in respect to Services;
			(e) breach of any statutory duties
13.	6. ARTICLE VI: PROTECTION AND LIMITATIONS, 6.3 LIMITATION	Notwithstanding any other term, there shall be no limitation of liability in case of (i) any damages for bodily injury (including death) and damage to real property and tangible	**Please read as :-** a. Notwithstanding any other term, there shall be no limitation of liability in case of (i) any damages for bodily injury (including death) and damage to real property and

	OF LIABILITY, (a) of Part C of RFP	personal property and willful fraud and/or (ii) the **intellectual property** infringement claims as per Article 7.	tangible personal property and willful fraud and/or (ii) the **Intellectual Property Rights** infringement claims as per Article 7.
14.	6. ARTICLE VI: PROTECTION AND LIMITATIONS,6. 4 Force Majeure, (b) of Part C of RFP	The Party seeking to rely on Force Majeure shall promptly, within **two (2)** days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.	**Please read as :-** The Party seeking to rely on Force Majeure shall promptly, within **5 (five)** days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.
15.	6. ARTICLE VI: PROTECTION AND LIMITATIONS,6. 4 Force Majeure, c (ii) of Part C of RFP	Post commencement of operations: If Force Majeure had occurred post commencement of operations, upon its coming to an end, the Vendor shall resume normal services under this MSA immediately. The "ITPO", if he considers it necessary, may grant an extension of time to the Vendor for resuming normal services under this MSA. However, the "ITPO", or its nominee will deduct, for each **day** of the extension period, 0.25% of the contract value. If normal services are not resumed immediately or within the extended time, the "ITPO", will have the option to invoke the Performance Guarantee and/or terminate the Agreement.	ii) Post commencement of operations: If Force Majeure had occurred post commencement of operations, upon its coming to an end, the Vendor shall resume normal services under this MSA immediately. The "ITPO", if he considers it necessary, may grant an extension of time to the Vendor for resuming normal services under this MSA. However, the "ITPO", or its nominee will deduct, for each **week** of the extension period, 0.25% of the contract value **to the maximum of 10% of the contract value**. If normal services are not resumed immediately or within the extended time, the "ITPO", will have the option to invoke the Performance Guarantee and/or terminate the Agreement.
16.	6. ARTICLE VI: PROTECTION AND LIMITATIONS,6. 4 Force Majeure, (d) of Part C of	All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of **Payment Schedule (Schedule VI of this MSA).**	**Please read as :-** All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of **Payment Schedule specified in Schedule VI of this MSA.**

	RFP		
17.	**6. ARTICLE VI: PROTECTION AND LIMITATIONS,6.5 DATA PROTECTION AND USE, (b)**	The Vendor and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.	**Please read as :-** The Vendor and each user are responsible for complying with its respective obligations under the **Applicable Laws** / applicable data protection laws and regulations governing the Project Data.
18.	**7.ARTICLE VII: INTELLECTUAL PROPERTY, (i) of Part C of RFP**	All rights, title and interest in and to, and ownership in, Vendor Proprietary Information **("Project Proprietary Information"),**shall remain solely with Vendor. The Vendor will upon the award of the contract for "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" in its favor, declare the status of all the Vendor Proprietary Information along with documentary support sufficient to establish its sole legal rights in the aforesaid Proprietary Information to the "ITPO". This Proprietary Information shall refer to that which has been owned by the Vendor prior to commencement of the Agreement. **Additionally**, any software that may be acquired from third parties during the term of the MSA and that which may be developed by the Vendor during the course of the Agreement specifically for "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" shall not be considered as Vendor Proprietary Information.	**Please read as :-** i. All rights, title and interest in and to, and ownership in, Vendor Proprietary Information shall remain solely with Vendor. The Vendor will upon the award of the contract for "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" in its favor, declare the status of all the Vendor Proprietary Information along with documentary support sufficient to establish its sole legal rights in the aforesaid Proprietary Information to the "ITPO". This Proprietary Information shall refer to that which has been owned by the Vendor prior to commencement of the Agreement. **This will not include** any software that may be acquired from third parties during the term of the MSA and that which may be developed by the Vendor during the course of the Agreement specifically for "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO".
19.	**7.ARTICLE VII: INTELLECTUAL**	In respect of Vendor's usage of third party Intellectual Property Rights,	**Please read as :-** ii) In respect of Vendor's usage of

	PROPERTY, I (ii) of Part C of RFP	the Vendor undertakes to assist the "ITPO" to secure such consents or licenses from such third parties as are necessary to enable the "ITPO" to receive services substantially equivalent to the Services hereunder. The obligations of the Vendor under this Article shall be considered part of the services performed by the Vendor under the **Exit Management Services**.	third party Intellectual Property Rights, the Vendor undertakes to assist the "ITPO" to secure such consents or licenses from such third parties as are necessary to enable the "ITPO" to receive services substantially equivalent to the Services hereunder. The obligations of the Vendor under this Article shall be considered part of the services performed by the Vendor **provided** under the **Exit Management Schedule**.
20.	8. ARTICLE VIII: MISCELLANEOUS 8.1 CONFIDENTIALITY, (d) of Part C of RFP	The provisions of this Article shall survive the expiration **or any earlier termination of this MSA.**	d. The provisions of this Article shall survive the expiration **of this MSA or SLA as the case may be.**
21.	8. ARTICLE VIII: MISCELLANEOUS,8.2 PERSONNEL, (b) of Part C of RFP	The Vendor shall use its best efforts to ensure that sufficient Vendor's personnel are employed to perform the Services, and also that such personnel have appropriate qualifications to perform the Services. The "ITPO" shall have the right to require the removal or replacement of any Vendor personnel performing work under the Agreement. In the event that the "ITPO" requests that any Vendor personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than **3** working days.	**Please read as :-** The Vendor shall use its best efforts to ensure that sufficient Vendor's personnel are employed to perform the Services, and also that such personnel have appropriate qualifications to perform the Services. The "ITPO" shall have the right to require the removal or replacement of any Vendor personnel performing work under the Agreement. In the event that the "ITPO" requests that any Vendor personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than **7(seven)** working days.
22.	8. ARTICLE VIII: MISCELLANEOUS,8.2 PERSONNEL, (e)	Except as stated in this Article, nothing in this MSA or the SLA will limit the ability of Vendor **or any Vendor** freely to assign or reassign its employees; provided that Vendor	**Please read as :-** Except as stated in this Article, nothing in this MSA or the SLA will limit the ability of Vendor freely to assign or reassign its

	of Part C of RFP	shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The "ITPO" shall have the right to review and approve Vendor's plan for any such knowledge transfer. Vendor shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.	employees; provided that Vendor shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The "ITPO" shall have the right to review and approve Vendor's plan for any such knowledge transfer. Vendor shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
23.	8. ARTICLE VIII: MISCELLANEOUS, 8.5 ASSIGNMENT of Part C of RFP	(a)The Vendor **shall not assign** this MSA or the SLA **or its rights or its duties under this MSA or the SLA** either in whole or in part without the prior written consent of the "ITPO", and any attempted assignment or delegation without such consent will be null and void. It is understood that transfer of [25%] or more voting share capital of the Vendor by one transaction or a series of transaction in favor of any person or a group persons shall inter-alia be considered and deemed to an assignment/transfer of this MSA or the SLA and shall require prior written consent of the "ITPO".	**Please read as :-** (a)The Vendor shall not assign **in any manner whatsoever** this MSA or the SLA either in whole or in part without the prior written consent of the "ITPO", and any attempted assignment or delegation without such consent will be null and void. It is understood that transfer of [25%] or more voting share capital of the Vendor by one transaction or a series of transaction in favor of any person or a group persons shall inter-alia be considered and deemed to an assignment/transfer of this MSA or the SLA and shall require prior written consent of the "ITPO".
24.	9.1 (a) Dispute Resolution Board of Part C of RFP	In case of disputes or differences between the vendor and ITPO, arising out of or in connection with this indenture except those matters which are covered under the Public Premises (Eviction of Unauthorized Occupation) Act, 1971, same shall be referred to the Chairman and Managing Director of India Trade promotion organization or his nominee to act as a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and	**Please read as :-** In case of disputes or differences between the vendor and ITPO, arising out of or in connection with this Agreement the same shall be referred to the Chairman and Managing Director of India Trade Promotion Organization or his nominee to act as a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 **as amended and re-enacted from time to time**. The award of the arbitrator shall be final and binding on the parties. **The cost of any arbitration shall be shared equally among the parties. The arbitration**

		binding on the parties.	**proceedings shall be conducted at New Delhi, India.**
25.	**Article 9.2 Arbitration of Part C of RFP**	In case, a dispute is referred to arbitration, the arbitration proceedings shall be carried under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by "ITPO" and the Vendor within 30 days of notice of either Party to refer the matter to Arbitration and the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding Arbitrator shall be appointed by the Chief Justice of the Delhi High Court. Arbitration proceedings shall be held in Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by "ITPO" and the Vendor. However, the expenses incurred by	**Please read clause as Deleted**

		each party in connection with the preparation, presentation shall be borne by each Party itself. All arbitration awards shall be in writing and shall state the reasons for the award. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of their obligations under the Agreement without prejudice to a final adjustment in accordance with such award.	
26.	**Schedule VI-Terms of Payment Schedule of Part C of RFP**	b. In the event of premature termination of the Agreement prior to the launch of Project, the Vendor shall not be eligible to receive any further compensation or payment from the date of termination.	**Please read as :-** b. In the event of premature termination of the Agreement prior to the **Project Launch Date**, the Vendor shall not be eligible to receive any further compensation or payment from the date of termination.

PART-II

CONSOLIDATED LIST OF ITPO`S RESPONSES TO PRE-BID QUERIES.

Please Note: In the table provided below, "RFP" wherever it appears, shall mean "RFP read in conjunction with all the addendum & corrigendum to tender no. ITPO/SD&CSD/ERP IMPLEMENTATION/13-14 dated 02-12-2013, issued by ITPO".

S. No.	Name of the organisation submitting request	Bidding Document reference(s)(section number/page e)	Content of RFP requiring clarification	Points of clarification required	ITPO`s response
1	Bidder 1	**Annexure B 10 - Technical Evaluation Parameters**	Bidders with experience in implementing ERP projects (proposed product), minimum of 3 projects, with value of more than INR 3 Crores (for each project).	We request department to kindly exclude experience of proposed ERP product instead ITPO can ask previous experience of user base on proposed product in a single project with value of more than INR 20 crores, as number of users is more important to show the strength of vendor in implementing complex ERP solution than implementing ERP on smaller scale for several clients.	As per RFP.
2	Bidder 1	**Point No. 14**	Testing and Certification by a third party for Software & its related Hardware, Networking and Security environment will undertake an exercise of Testing, Acceptance and Certification of systems implemented for the project through a third party agency (referred to as Quality Assurance/Certification Consultant or consultant), as soon as the Agency declares the system to be ready for	The following methodology may be adopted: Such Third Party should not be Vendor`s competitors. Third party should sign NDA in relation to such test and information they are going to have access for the purpose of Test Acceptance.	As per RFP.

			the exercise.		
3	Bidder 1	**Clause 5.1.a**	If there is breach which translates into default in providing Services by the Vendor pursuant to the Agreement, continuously for more than three (3) days, then the "ITPO", will serve a seven day notice to Vendor for curing such breach. In case the breach continues after the notice period, the "ITPO" will have the option to terminate the MSA at the end of the notice period.	In case of breach which may turn into a default ITPO will serve only seven day notice and in case if Vendor fails to rectify within the given time ITPO can terminate the contract. Business / Delivery team to confirm is the notice period time suffice. <Company>suggest a period for rectification in all probability of "material breaches" should not be less than 15 days.	Refer **point no. 10 of "CC6. Corrigendum to different clauses of Part C of RFP" of this document.**
4	Bidder 1	**Clause 6.4.b**	The Party seeking to rely on Force Majeure shall promptly, within two (2) days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.	2 days prerequisite to take the defense under Force Majeure Clause (Notice period to avail defense under FM Clause) is too short a period. Ideally it should be "at the earliest possible".	Refer **point no. 14 of "CC6. Corrigendum to different clauses of Part C of RFP" of this document.**
5	Bidder 1	**Clause 6.4.c**	In the event the Force Majeure substantially prevents, hinders or	We believe that the period given under this clause is too short and it should be	As per RFP.

			delays the Vendor's performance of Services necessary for project's implementation or the operation of Project's critical business functions for a period in excess of three (3) days, the "ITPO" may declare that an emergency exists. ITPO will issue a notice to the Vendor to resume normal services for all services within a period of five(5) days. In the event the Vendor is not able to resume services within 5 days, ITPO may terminate the Agreement and/or obtain substitute performance for an alternate supplier.	atleast 15 days and ITPO will issue notice to the Vendor to resume normal services for all services within a period of 30 days.	
6	Bidder 1	**Clause 6.4.c (ii)**	Post commencement of operations: If Force Majeure had occurred post commencement of operations, upon its coming to an end, the Vendor shall resume normal services under this MSA immediately. The "ITPO", if he considers it necessary, may grant an extension of time to the Vendor for resuming normal services under this MSA. However, the "ITPO", or its nominee will deduct, for each day of the extension period, 0.25% of the contract value. If	Kindly note that such extended time should be provided in consultation with the Vendor and/or at least a reasonable time frame in the prevailing situation. Under all government contracts, deduction is to the tune of 0.25% per week of the undelivered value & maximum to the 10% of the undelivered value.	Refer **point no. 15 of "CC6. Corrigendum to different clauses of Part C of RFP"** of this document.

			normal services are not resumed immediately or within the extended time, the "ITPO", will have the option to invoke the Performance Guarantee and/or terminate the Agreement.		
7	Bidder 1	**Clause 7**	The provisions of this Article shall survive the expiration or any earlier termination of this MSA.	Period of obligation in relation to Confidentiality should be confirmed. Confidentiality obligation till perpetuality is not acceptable	As per RFP
8	Bidder 1	**Clause 3.7**	Terms of Payment for Cost of Audit	We request that all the cost related to the Audit done by ITPO shall be taken care by them.	Refer schedule VI, point no. (a). However, bidder may define their own internal quality & audit processes for assuring the quality of their application/implementation/development which shall be borne by bidder.
9	Bidder 1	**Schedule 6**	Cost of third party quality audits, if required, shall be borne by ITPO	We believe that In all cases of third party Audit is initiated by ITPO shall be borne by ITPO without any ambiguity.	Refer schedule VI, point no. (a). However, bidder may define their own internal quality & audit

					processes for assuring the quality of their application/implementation/development which shall be borne by bidder.
10	Bidder 1	**Schedule 6**	In the event of the premature termination of the Agreement post-commencement of the operations, the Vendor would be eligible to be paid for the cost of the components installed by the Vendor and which might be taken over by ITPO, pursuant to the provisions of the Agreement, calculating the cost of the assets at the discounted book value.	We understand that in case of premature termination after commencement of the operations Vendor would be eligible only for the cost of the components installed by the Vendor and accepted by the ITPO. Kindly clarify, What about the component duly worked as per the agreement although not yet accepted by the ITPO but still can be well utilized by ITPO?	As per RFP.
11	Bidder 1	**Schedule 6**	Satisfactory Operation for Two years after Go Live at HQ = 10%	We understand that since ITPO will pay vendor payment for their Post Implementation services on half yearly basis on the successful running of their operation. Hence, holding 10% of the go - live payment for two years doesn't serve any purpose. We request department to kindly release all the payment of build phase by Go - Live as payment of O&M will be issued on the satisfactorily work done by	As per RFP.

					the vendor.	
12	Bidder 1	**Schedule 6**	Payment	Please clarify, What would be the period within which ITPO will clear the payment, once they receive the Invoice related to the respective milestone? Deemed acceptance Clause is suggested.	Refer Schedule VI, point no. V of (a).
13	Bidder 1	**Clause 5.b**	The Vendor shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.	We request to kindly delete this clause.	As per RFP.
14	Bidder 1	**6.4.3 IT INFRASTRU CTURE AND NETWORKI NG ARCHITECT URE AT ITPO/ Page 18**	ITPO has about 400 computers of various make, 250 printers, 14 workstations and 7 servers.	Please clarify the existing infrastructure at site shall be used for accessing the Application. SI need not procure any Site infrastructure. Please provide the details like Make/configuration/year of procurement/ warranty details. Any upgrade of the hardware if required shall be department's responsibility.	The sizing needs to be done keeping in mind the owner`s requirement for performance, response time and scalability, latest state of the art, virtualization and guaranteed uptime during its entire life

					span with uninterrupted services.
15	Bidder 1	**6.4.3 IT INFRASTRUCTURE AND NETWORKING ARCHITECTURE AT ITPO/ Page 18**	ITPO has built up its own Data Centre (DC) which is housed in Pragati Bhawan, Pragati Maidan complex. Application servers such as Database server, Savior server, Lotus Mailing server, File Tracking System (FTS) server, Antivirus server etc., network racks, online UPS etc. are housed in the Data Centre (DC).	Please share the design, size and layout of the existing Data center at Pragati Maidan.	As per RFP. Refer clause no. 6.4.3 at page no. 18. of Part A of RFP
16	Bidder 1	**6.4.3 IT INFRASTRUCTURE AND NETWORKING ARCHITECTURE AT ITPO/ Page 18**	ITPO is using various softwares such as E-mailing software, File Tracking System, Antivirus software, Bio-metric Attendance system etc.	Please confirm this existing Application shall continue to be used. The hardware and software infrastructure for these applications shall be separate from the ERP Application. Kindly share the existing Application platforms	These existing applications shall continue to be used.

The future details shall be discussed at the time of SRS. |
| 17 | Bidder 1 | **7. REQUIREMENTS OF ERP APPLICATION/ Page 20** | The proposed ERP application is envisaged to be accessible to all ITPO's offices across all locations via a Wide Area Network (WAN) (secured). | Please share the lists of locations need to be connected over WAN with addresses and contact details? Kindly share the number of users at each site location who will be accessing the ERP Application? | As per RFP.

No. of users at each location shall be decided at the time of SRS. |
| 18 | Bidder 1 | **7. REQUIREMENTS OF ERP APPLICATIO** | The proposed ERP application is envisaged to be accessible to all ITPO's offices across all locations via a Wide | Kindly advise if the department envisages connecting the WAN over MPLS or Internet or Lease | Bidder to propose as per the requirements |

		N/ Page 20	Area Network (WAN) (secured).	Lines?	of RFP.
19	Bidder 1	**7. REQUIREME NTS OF ERP APPLICATIO N/ Page 20**	The proposed ERP application is envisaged to be accessible to all ITPO's offices across all locations via a Wide Area Network (WAN) (secured).	We understand that the WAN connectivity is not in scope of the SI for this RFP. SI need to support the department for procurement of the WAN connectivity? SI need not add bandwidth cost in its proposal. Please confirm our understanding. If Bidder needs to provide the bandwidth, kindly share the minimum bandwidth requirement at each site?	Procurement of I.T. hardware and bandwidth shall be done by ITPO
20	Bidder 1	**7.3 ERP Users**	The number of users is expected to be about 250 named users with 5% increase over the next 2-3 years.	Kindly confirm if the SI need to provide licenses for 250 users. Any additional licenses required during entire project phase shall be procured by the department separately. Please advise	Refer RFP. The understanding is correct.
21	Bidder 1	**7.3 ERP Users**	The number of users is expected to be about 250 named users with 5% increase over the next 2-3 years.	Please confirm the site wise no. of users? Please confirm on the estimated concurrency of the total number of users?	About 20 users shall be there at the regional offices and the rest 230 at the HQ. However, the exact no. may vary at the time of implementation .
22	Bidder 1	**7.4 Technology Requirement**	Solution that provides flexibility of either a centralized or decentralized	We understand department is looking for centralized solution. In Case, department plans	In the present scenario, department is looking for a

		s/ Page 20	architecture. Even when deployed in a decentralized mode (completely or some modules), the design should offer the benefits of centralized solution like transaction fulfillment, integration, cross-functional analysis, etc.	for de-centralized approach, it shall involve site wise hardware (servers and softwares) which shall be procured by the department? Please clarify.	centralized solution. Procurement of any hardware required for HQ or any RO shall be the responsibility of ITPO.
23	Bidder 1	**8.5 Geographical Scope/ Page 23**	ERP application would be implemented at ITPO Head office in New Delhi & four (4) regional offices in India at Kolkata, Chennai, Bengaluru and Mumbai	Please share the site wise no. of user details? Also, the regional offices are equipped with the site infrastructure like Desktops/Printers and LAN cabling and LAN switches? Please confirm.	There are only desktops and printers at the regional offices. There is no LAN connectivity.
24	Bidder 1	**Supply, installation, configuration and commissioning of server side hardware/ Page 25**	Design & architecture of data center (DC) & Wide Area network (WAN)	We understand that SI need only to support the department for Design & architecture of data center (DC) & Wide Area network (WAN). The procurement is to be done by department. Installation, configuration and commissioning is in SI scope. Please confirm our understanding	As per RFP. The understanding is correct.
25	Bidder 1	**Supply, installation, configuration and commissioning of server side hardware/ Page 25**	Procurement of WAN & DC hardware (and associated software)	We understand that SI needs to support the department for Design & architecture of data center (DC) & Wide Area network (WAN). The hardware/software infrastructure, UPS power, cooling, Servers, Storage, security devices, Tape library, Server load	As per RFP. All the hardware shall be procured/ provided by ITPO.

				balancers, core router, switches shall be procured by the department on SI suggestions? SI need not provide any hardware and software at DC and site locations apart from ERP Application licenses? Please confirm our understanding In Case bidder needs to procure the WAN and DC hardware, please share the minimum technical BOM and specifications?	
26	Bidder 1	**11.1 Scope of the Proposal/ Page 29**	The vendor is expected to design Wide Area Network for ITPO, thereby providing connectivity across all locations of ITPO.	We understand that the WAN connectivity is not in scope of the SI for this RFP. SI need to support the department for procurement of the WAN connectivity? SI need not add bandwidth cost in its proposal. Please confirm our understanding.	As per RFP. All the hardware shall be procured/ provided by ITPO.
27	Bidder 1	**11.1 Scope of the Proposal/ Page 29**	The vendor will also design the architecture of data centre and help in procuring hardware required for the ERP implementation and carry out all data collection / migration activities from legacy applications to the ERP application	The cost of any hardware and software need not be quoted in the proposal. Please confirm	As per RFP. The vendor shall help in only sizing of the hardware.
28	Bidder 1	**11.1.1 DESIGN AND ARCHITECT URE OF**	Vendor should study the availability of space at ITPO (Computer Department) and assess the requirements of a	We understand that the SI needs to carry out these DESIGN AND ARCHITECTURE OF DATA CENTER & WIDE	As per RFP. The understanding

		DATA CENTER & WIDE AREA NETWORKA T ITPO/ Page 29	Data Center in all respects viz., Electrical & Air conditioning requirements, connectivity & networking requirements, hardware sizing of servers & storage media, physical & IT security, bandwidth sizing etc.,	AREA NETWORK activities AT ITPO post selection of the SI. Please confirm our understanding.	is correct.
29	Bidder 1	**8.0 Performance Measuremen ts/Page 278**	Penalties for Availability and Performance measurements	Please share the minimum SLA for performance availability? As per 8.0 Performance Measurements response time is 99% where as SLA penalties, clause mentions 99.5%. Please clarify 2.Request you to please add Application Availability > 99%	**Refer "CC4. Corrigendum to ANNEXURE C1 – SERVICE LEVEL METRICS, 8.0 Performance Measurement s of Part C of RFP" of this document**
30	Bidder 1	**9.0 SLA Penalties/ Page 278**	Between 99.5% to 99%	The end to end SLA shall be dependent on WAN, Hardware uptime, data center, UPS power and cooling infrastructure. SI shall not be penalized due to reasons attributed to other stakeholders like ISP, DC power, cooling, hardware vendor etc. Please advise.	The understanding is correct. However, it is further clarified that the basic infrastructure and requirements mandated in this draft shall not be altered/ diluted. Matters pertaining to detail can be considered at a later phase but in any

					event these would be considered to the extent that they do not defeat or contravene the basic structure and understanding.
31	Bidder 1	**ANNEXURE B3 – PRE-QUALIFICAT ION PROPOSAL CHECKLIST/ Page 183**	The bidder should submit the following: Authorization from OEM Confirmation from OEM that the products quoted are not end of life products Undertaking from OEM that the support including updates, patches for the quoted products shall be available for 6 years after go-live.	1. The OEM undertakings are required from ERP Application OEM only. Please confirm	The OEM undertakings shall be required for the product supplied.
32	Bidder 1	**11.2.2.3 Preparation of Go-live/ Page 33**	Vendor should establish the Helpdesk at ITPO before the end-users start accessing the system	Please confirm the space, power, furniture, bandwidth and IT infrastructure shall be available at ITPO for establishing helpdesk	As per RFP. Infrastructure shall be provided by ITPO.
33	Bidder 1	**3.0 System Availability/ Page 276**	The integrated enterprise system Application & Database should be sized for individual active cluster solutions at DC. However, if any additional hardware, software etc is required for maintaining the SLA's	We understand that SI need not procure any hardware and software for DC as part of this RFP? Bidder need to design and provide sizing inputs for procurement of the hardware by the department. In Case of load increasing	The sizing of hardware and proposed networking architecture should ensure maintenance of SLA and uptime.

			& uptimes, then the same will be the responsibility of the Bidder.	during the project period, the additional hardware shall be procured by the department? Request you to please revise this clause.	
34	Bidder 1	**ANNEXURE C1 – SERVICE LEVEL METRICS/ Page 275**	Vendor would provide all support services pertaining to ERP/Server installation & configuration required during migration to the higher platform at the time of Disaster Recovery Site Preparation.	Please clarify on the Disaster recovery plans? How the department envisages DR solution, DR site and associated hardware and software? Is DR part of scope of this RFP, If yes, please share the DR scope of work, Recovery time objective (RTO) and Recovery Point objective (RPO), replication software and replication link?	Vendor should propose Business Continuity Plan (BCP) and accordingly define requirements for DR site.
35	Bidder 2		Whether partnership is allowed for this ERP implementation?	If partnership allowed, then request that the pre-qualification criteria be considered for either of the partners	No Consortium/Partnership is allowed. Refer page 161 of RFP, point no. 1.12 (b).
36	Bidder 2		The office in Delhi	Request this be modified to the 'Vendor should have an existing support office in Delhi (instead of minimum two years in Delhi)	As per RFP.
37	Bidder 3	**Page no. 165; 3.3 PREQUALIFICATION PROPOSAL**	2. Financial Stability - (b) Bidder should be profitable for the last three financial years (2012-13, 2011-12, 2010-11)	The Net worth and the turnover of the bidder are more relevant criteria's to check the financial capability of a company. Since the clause for positive Net worth is already included, request	As per RFP.

				you to delete the redundant profitability clause from PQ Criteria.	
38	Bidder 3	**Page no. 165; 3.3 PREQUALIFICATION PROPOSAL**	2. Financial Stability - (a) Bidder should have an average annual turnover equal to or more than INR Twenty Five (25) crores in the last three financial years (2012-13, 2011-12 and 2010-11), out of which INR Five (5) crores should be exclusively from business related to software development and maintenance services	• The current RFP floated by the department is a large scale software implementation covering all branches of ITPO. To suffice such a turnkey requirement it will be essential to have bidders who are financially sound and ability to support such an opportunity. • Thus it is suggested to increase the annual turnover from Rs. 25Cr to atleast Rs. 100Cr for the last three financial years from IT business.	As per RFP.
39	Bidder 3	**Page no. 165; 3.3 PREQUALIFICATION PROPOSAL**	3. Project Experience - (a) Bidder should have successfully completed ERP implementation in India for at least three (3) organizations during last seven (7) years with implementation value of each project being greater than INR Three (3) crore and should have at least implemented the following modules: - Finance & Accounts - HRMS/ Payroll The projects should be completed as on date of submission of tender	Suggesting to modify the clause as below: (a) Bidder should have successfully completed ~~ERP~~ large size integrated software implementation in India for at least three (3) organizations during last seven (7) years with implementation value of each project being greater than INR Three (3) crore and should have at least implemented one of the following modules: - Finance & Accounts/Taxation/Disbursement/Budgeting - HRMS/	As per RFP.

			response (b) Out of three organizations, bidder should have successfully completed ERP implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 crore.	Payroll The projects should be completed as on date of submission of tender response. (b) Out of three organizations, bidder should have successfully completed Software ~~ERP~~ implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 crore.	
40	Bidder 3	**Page no. 207; ANNEXURE B10 – TECHNICAL EVALUATION PARAMETERS**	A. Organizational Experience / Projects Experience – Bidders with experience in implementing ERP projects (proposed product) ,minimum of 3 projects, with value of more than INR 3 crore (for each project) shall be awarded marks on the following basis. 3 projects – 20 marks out of 40 4-5 projects – 30 marks out of 40 More than 5 projects- 40 marks out of 40 Out of three organizations, bidder should have successfully	In line with the above modification, this clause also needs to be changed as below: Bidders with experience in implementing large size integrated software ~~ERP~~ projects (proposed product) ,minimum of 3 projects, with value of more than INR 3 crore (for each project) shall be awarded marks on the following basis. 3 projects – 20 marks out of 40 4-5 projects – 30 marks out of 40 More than 5 projects- 40 marks out of 40	As per RFP.

			completed ERP implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 crore.	Out of three organizations, bidder should have successfully completed ERP implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 crore.	
41	Bidder 3	**Page no. 165; 3.3 PREQUALIFICATION PROPOSAL**	10 Functional Consultants - Sixty (60) number of regular ERP functional consultants manpower as on 31.12.2012 on the rolls of the company.	Suggested to modify this clause as below: Sixty (60) number of regular ERP <u>or</u> functional consultants <u>or Business Analyst</u> manpower as on 31.12.2012 on the rolls of the company.	As per RFP.
42	Bidder 3	**Page no. 22; Point no. 8.1**	The Enterprise application will be a single unified business information system for ITPO's enterprise resource management and the solution should be a completely integrated available **commercially off-the-shelf** enterprise resource planning product.	1. Considering the RFP functional requirements and ITPO's unique functioning – it is suggested that instead of procuring a COT's product and customizing it to the needs of ITPO, do a requirement study and undertake Bespoke Development. 2. Thus it is suggested to ITPO to undertake Bespoke development, and also modify Marking provided as a part of FUNCTIONAL REQUIREMENT SPECIFICATIONS MATRIX – Page 74 of the RFP.	As per RFP.

43	Bidder 3	**Page no. 160; 1.8 COST OF TENDER AND BID EMD AMOUNT**	Bidders shall submit, along with their Bids, an EMD of Rs. 10,00,000 (Rupees Ten Lakh only), in the form of a demand draft, drawn on scheduled commercial bank, in favour of 'India Trade Promotion Organisation', payable at New Delhi. Bid EMD in any other form will not be entertained.	Since the bid validity is 240 days and EMD is being accepted in form of Demand draft which has a validity of 90 days only. Thus, it is suggested to ITPO that instead of accepting demand draft for the EMD value of 10 Lakhs, to accept Bank Guarantee instead. In case of acceptance of this request, provide the Bank Guarantee format if any.	As per RFP.
44	Bidder 3	**Page no. 22; 8.4 The brief scope of work is – Point no. 2 Initiation and customization**	Supply and configuration of ERP application software, RDBMS software and other utility software as required.	1. Is ITPO expecting specific software in the statement "other Software's"? Is it expected by the bidders to provide System Software like - Operating System, Anti-Virus, RDBMS, for Data Centre Servers?	Utility software shall mean any third party software (read in conjunction with functional matrix requirements) for functional usage which will be seamlessly integrated with the base product. Vendor shall provide the ERP application software and any third party software required for functional usage.
45	Bidder 3	**Page no. 10;**	Supply and configuration	we strongly assume that	As per RFP.

		9.3.2. Supply / Developmen t / configuratio n & installation of the software	of all the Application software, RDBMS software and other software as required.	providing workstation/PC/Desktop's to the users along with operating system, office suite, antivirus, browsers etc. for all the users at the headquarter and the various branches; Servers at DC; Provide networking devices like switches/routers/modems and networking software; Provide bandwidth for all offices connectivity – is not in the current scope of RFP. Please confirm.	The understanding is correct.
46	Bidder 3	**Page no. 20; 7.3 ERP Users**	The number of users is expected to be about 250 named users with 5% increase over the next 2-3 years	1. What is the during peak load expected? 2. What are the peak load timings? 3. Can ITPO provide the users for each department/module?	1. ITPO has given requirement of 250 named users. Bidder need to assess concurrency & define as per Industry practice & their expertise. 2. No such peak load timings can be suggested at moment 3. Break-up of users for each department/ module shall be decided at the time of SRS.

47	Bidder 3	**Page no. 29; 11.1.1 DESIGN AND ARCHITECTURE OF DATA CENTER & WIDE AREA NETWORKA T ITPO**	Vendor should study the availability of space at ITPO (Computer Department) and assess the requirements of a Data Center in all respects viz., Electrical & Air conditioning requirements, connectivity & networking requirements, hardware sizing of servers & storage media, physical & IT security, bandwidth sizing etc......	1. Has ITPO identified a data centre (DC) to host the solution? Or is it contemplating to build their own DC? 2. If the answer for above question is 'NO', then what is the time line for making the DC ready?	ITPO shall build in-house Data Centre. Timelines for DC setup provided in the RFP at page no. 25.
48	Bidder 3	**General**	-	Please specify the number of office locations and the number of employees at each location who will be using the integrated system.	There are four regional offices and HQ. About 20 users shall be there at the regional offices and rest 230 at the HQ.
49	Bidder 3	**Page no. 32; 11.2.2.2 Software Configuration, Data Collection, Data Migration, Customization, Change Management and UAT Signoff**	The Vendor should undertake data migration from the legacy systems to the ERP applications. If required, Vendor shall migrate transaction data, master data as well as historical data from the legacy systems in the requisite format for its utilization in the proposed ERP solution........	1. What is the approximate number of records that needs to be migrated 2. Number of records in other table for migration 3. Is the source data available only in English or any other language? 4. We consider that the ownership of data verification after data migration process will be with ITPO. 5. Where is the data located from migration. Is it centrally located at departments head quarters or spread	1. Approximate no. of records to be migrated into the new system shall be determined at the time scoping by vendor. 2. To be determined at the time of Scoping by the vendor. 3. In English only. 4. Shall be joint responsibility of ITPO and

					across different office locations of ITPO. 6. What is the quality of data that needs the migration (is it tampered/mutilated/un clean/non-readable etc.)	the vendor. 5. Centrally located at department headquarters. 6. Addend um in regard to data migration will be made available.
50	Bidder 3	**General**	Using existing website		We consider that ITPO's existing website will be used without any modifications. Modification/Maintenance to the existing website of ITPO is not in the present scope of work of this RFP. Please confirm.	Modification to the existing websites of ITPO is not in the present scope of work of this RFP
51	Bidder 3	**General**	-		Does ITPO have any preference towards specific technology and platform? Or the bidder is free to select the choice of technology as per solution fitment?	Not applicable. Please refer RFP regarding support, maintenance etc.
52	Bidder 3	**Page no. 31; 11.2.2.1 Project preparation, Training, Design and Change Management**	The Vendor should assist the ITPO management in identifying the Core team members and provide training plan for training an ITPO Core team		1. Training to the requisite people needs to be at one central location – ITPO to confirm this. 2. Basic Infrastructure for training like place, projector, seating arrangements etc. Will be provided by ITPO. Please confirm.	Training has to be provided at ITPO headquarters only. Basic infrastructure required for training shall be provided by ITPO.
53	Bidder 3	**Page 161; 1.12 GENERAL GUIDELINES FOR BID**	b. The bidders are not allowed to form a consortium for bidding.		1. IT Industry has delivered exceptionally successful Project due to specialization. This has made execution through	As per RFP. No consortium/Par tnership is

				the 'Consortium' of relevant specialized Service Providers, the globally standard practice. 2. This is to request you to allow the Consortium of maximum of 2 partners.	allowed. Refer page 161 of RFP, point no. 1.12 (b).
54	Bidder 3	**General**	-	Does the dept have payment gateway/SMS gateway/email server procured? Or is it bidder's responsibility to procure it.	As per RFP.
55	Bidder 3	**General**	-	Is there any requirement for scanning and uploading scanned documents?	Documents may be required to be scanned and uploaded.
56	Bidder 3	**General**	Integration to other IT systems (if any)	Are there any existing _IT system_ used by the department? If yes, then: 1. What is the technology platform 2. How long it has been in use by the department 3. Number of users being supported by this system 4. Number of Record store in its Database 5. Does the department intends to _sunset_ this application or keep it in use 6. Are these system(s) hosted in-house or with some external agencies like State Data Center or NIC.	As per RFP, these existing systems would be discontinued as & when ERP application goes live in the respective offices. **Refer "AA1. Addendum to "8. SCOPE OF WORK" of Part A of RFP" of this document.**
57	Bidder 3	**General**	Organogram	1. It will be helpful if the department shares its organization hierarchy (from workflow and approval point of view) 2. Chart of office location Vs. User	Refer point no. 6.4.1 on page no. 16 for organizational hierarchy.

58	Bidder 3	**2. INTERPRETATIONS – Page 12**	"BIDDER's REPRESENTATIVE" shall mean a person in supervisory capacity who shall be so declared by the Bidder and who shall be authorized under a duly executed power of attorney. He shall be responsible for proper execution of contract at ITPO and shall take orders from ITPO and carry out the same.	Mastek's Board has provided Power of Attorney (PoA) to Our Company Secretary (CS) who in turn provides authorization letter to the Bidders Representative. Requesting to kindly accept the authorization letter from CS under PoA as well.	As per RFP.
59	Bidder 3	**4. PROPOSAL EVALUATION PROCESS; Page 173**	4.10 OPENING AND FINAL EVALUATION OF COMMERCIAL BIDS - Bidder having lowest total cost will be declared as L1 and will be selected as vendor / implementation agency for the project.	Keeping in mind the cruciality of entire RFP's success, it will be essential that the department evaluates the proposal received against set quality, technical ability and commercial aspects. This is possible only if department evaluates the proposal on cost and quality terms i.e. QCBS. With 80% weightage to Technology and 20% weightage to commercials. A low costs bid evaluation will allow even small-caps companies to qualify, who essentially do not have an ability to implement such a complex solution and cannot provide a support commitment. Hence, we request the department to re-instate the QCBS evaluation clause and make it more stringent by introducing 80:20 Technology and Commercial weightage.	As per RFP.
60	Bidder 4	**2.5 Hindi Section / Page 52**	System should generate bilingual reports such as training orders, circulars,	We understand data in ERP would be keyed in and viewed in English language and only the	As per RFP

			pay slips etc.	reports mentioned in the tender would be printed in English and Hindi language only.	
61	Bidder 4	**11.2.2.3 Preparation of Go-live, End user training, Go-Live and Change Management / Page 32**	The assessment of quality and accuracy of available digital data in the present legacy system would be ascertained by the selected vendor at the time of scoping/discussion with each user division.	Please provide details on the availability of HR, Maintenance and Materials etc. Data and in what format (approximate % split soft and hard format). Is ITPO currently using any legacy systems to manage various data and process? Please elaborate.	Split details of the data/ format of the data may be ascertained at the time of Scoping by the vendor. please refer clause 6.4.3 (Volume –I)
62	Bidder 4	**11.2.2.3 Preparation of Go-live, End user training, Go-Live and Change Management / Page 32**	Data from at least the previous 8 years should be migrated.	Understand historical data of last 8 years needs to be migrated in to the ERP system	Approximate no. of records to be migrated into the new system shall be determined at the time scoping by vendor. **Refer "AA1. Addendum to "8. SCOPE OF WORK" of Part A of RFP" of this document.**
63	Bidder 4	**8.4 SUB-CONTRACT ORS / Page 243**	Digitization of Records / information where the manual records are required to be converted into Digital data.	Please provide the volume (in percentage) of data that needs to be digitized. Also please elaborate "digitization".	Volume of data to be digitized to be deliberated later and detailing to be done at the time of SRS.

					Refer "**AA1. Addendum to "8. SCOPE OF WORK" of Part A of RFP"** of this document.
64	Bidder 4	**8 Scope of Work / Page 22**	Being able to phase out legacy applications used in isolation. legacy data, if any (Applications: Tally, ASP.NET and Platforms, SQL Server, MS Windows Server, AutoCAD, Photoshop, ReVIT, 3DS Max etc.)	Please provide more details (OS, Database etc.) of the legacy systems. Also please indicate which legacy systems will be sun-set (their functionalities will be made available in the proposed ERP solution) and which legacy systems ITPO wants to continue and needs to be integrated with ERP solution.	Volume of data to be digitized to be deliberated later and detailing to be done at the time of SRS.
65	Bidder 4	**1.1 PROJECT SITE AND LOCATION / Page 159**	Project and all the projects activities like software configuration, customization, training and Conference Room Pilot will be carried out in New Delhi.	We understand training will have to be imparted at ITPO New Delhi only. Requests confirm that the training room will be provided by ITPO, while the other infrastructure (projector, classroom, desktops etc.) will have to be managed by bidder.	Training room shall be provided by ITPO. Other equipments required for training purpose shall be arranged by the vendor.
66	Bidder 4	**ANNEXURE B5(D)– TRAINING SCHEDULE PLAN / Page 196**	Approx. Number of officials to be imparted training: 250. The details given above are indicative.	Training will be provided only to the number of users (the number of users to be trained are 250 only) as per the training details given in the tender. Please detail out the exact ITPO Core User, End User etc. training requirements detailing number of users for each of these.	Vendor shall help ITPO in identifying the no. Of core users, end users etc. Training plan to be proposed by the bidder. Please refer

					point no. 11.2.2.1 at page no. 31.
67	Bidder 4	**ANNEXURE B5(D)– TRAINING SCHEDULE PLAN / Page 196**	The trainings would be deemed to be successful if more than 90% of the trainees give the trainers an average rating of 4 or more on a 5 point scale.	Please elaborate further on the ratings of the point scale on which the trainers will be evaluated	As per RFP.
68	Bidder 4	**General**	….. in the form of 3rd party audits, if required.	Understand the cost for any such 3rd Party audit conducted will be borne by ITPO	Cost of any third party audit initiated by ITPO shall be borne by ITPO.
69	Bidder 4	**FUNCTIONAL REQUIREMENT SPECIFICATIONS MATRIX / Page 74**	General	Request ITPO to please provide the FRS table in excel format, this will help us to fill in the compliance, since the FRS is in pdf format and replicating the same in excel format is tedious task.	Provided in word format and attached along with this document.
70	Bidder 4	**13. CAPACITY BUILDING AND CHANGE MANAGEMENT / Page 36**	Change Management	Are the Change Management workshops to be conducted at the ITPO New Delhi only? Please confirm.	Yes.
71	Bidder 4	**6.4.3**	IT Infrastructure at ITPO	Please clarify if the details of HW, SW and Network also include systems at Regional Offices. If Not, then please share.	Details of software/ hardware are for the HQ only. Only desktops are at place at the regional offices.

72	Bidder 4	**7.1 Organization al Coverage**	The proposed ERP application is envisaged to be accessible to all ITPO's offices across all locations via a Wide Area Network (WAN) (secured).	Will ITPO provide Internet bandwidth for the same? Also provide location details for the WAN connectivity along with Bandwidth requirement.	Yes.
73	Bidder 4	**11.1 Scope of Proposal**	In the 4th line it is mentioned that vendor will "help" in procuring hardware required for ERP. While in section 10.1 page 25 it is mentioned as "Supply", installation, configuration and commissioning of server side hardware	Please clarify vendor is expected to supply HW/networking component or it is expected to only help ITPO in procuring the same. In case DC and WAN setup is in the scope of System integrator, kindly specify the scope and specification for the same.	The bidder is required to do sizing of the hardware keeping in mind the owner`s requirement for performance, response time and scalability, latest state-of-the-art virtualization & guaranteed uptime during its entire lifespan with uninterrupted spares & services
74	Bidder 4	**2.3**	- Sign off on System Requirement Study (SRS) - 10% - Successful completion of UAT & Training at HQ - 5% - Successful Go-Live at HQ - 45% - Successful Go-Live at Regional Office (RO) - 30% - Satisfactory Operations for One (2) year after Go- Live at HQ - 10%	- Sign off on System Requirement Study (SRS) - 10% - Successful completion of UAT & Training at HQ - 30% - Successful Go-Live at HQ - 20% - Successful Go-Live at Regional Office (RO) - 30% - Satisfactory Operations for One (2) year after Go-Live at HQ - 10%	As per RFP.

75	Bidder 4	**2.3**	Phase II post implementation services, ITPO shall make half-yearly payments.	Request for Quarterly Payments.	As per RFP.
76	Bidder 4	**Annexure B7, OEM Certification**	In case of default in execution of this RFP by the Bidder, OEM will take all necessary steps for successful execution of this project as per RFP requirements.	OEMs can provide this certificate if the given line is deleted/omitted.	**Refer "BC2. Corrigendum to ANNEXURE B7 - OEM CERTIFICATION of Part B of RFP" of this document.**
77	Bidder 4	**Disaster Recovery**	Vendor would provide all support services pertaining to ERP/Server installation & configuration required during migration to the higher platform at the time of Disaster Recovery Site Preparation	Please share ITPOs DR & BCP strategy & philosophy; location and usage percentage, approach, preventive and recovery controls, process and procedures in place. And the expectations with respect to the same for this (ERP implementation) project. Including Recovery Time Objective & Recovery Point Objective.	Bidder to propose Business Continuity Plan (BCP) and accordingly define requirements for DRS.
78	Bidder 4	**FRS Requirement 578/Page 122**	System should send notifications to the concerned officials and divisions as and when the information is required. The notification will comprise questions, time by when answer required etc	Please let us know the kind of notifications to be sent to officials and the mode of same (Email, SMS etc).	Further detailing to be done at the time of Scoping & SRS stage
79	Bidder 4	**Section 9. Implementation Model - An overview**	The areas to be covered in each of the phases are as below. It may also be noted that the bidders	1. What is the approximate 12 months average number of marketing prospects to be maintained	Further detailing to be done at the time of

		- Page 24	can propose an alternative implementation approach in the bid document: Event &Ticketing Management Finance Online Space Booking Property Management Help Desk services Human Resource Management system (HRMS) Payroll System Administration Vendor Management Procurement& Inventory Management Equipment & Asset Management	in the System? 2. What the approximate number of Sales orders which are to be executed in the system per year? 3. What the number of Rental units (stalls/areas to be given on rent) that need to be maintained in the system? 4. Are all modules mentioned are to be part of core ERP product or some of the requirement can be met through 3rd party / custom build applications	Scoping & SRS stage. As regard 4, the bidder to propose accordingly & ensure integration with base product.
80	Bidder 4	**Annexure B7, OEM Certification**	In case of default in execution of this RFP by the Bidder, OEM will take all necessary steps for successful execution of this project as per RFP requirements.	Please elaborate on Steps/Measures ITPO expects from OEMs in case of SI failure.	**Refer "BC2. Corrigendum to ANNEXURE B7 - OEM CERTIFICATI ON of Part B of RFP" of this document.**
81	Bidder 4	**Disaster Recovery**	Vendor would provide all support services pertaining to ERP/Server installation & configuration required during migration to the higher platform at the time of Disaster Recovery Site Preparation	1. Please share ITPOs DR & BCP strategy & philosophy; location and usage percentage, approach, preventive and recovery controls, process and procedures in place. And the expectations with respect to the same for this (ERP implementation) project. Including Recovery Time Objective	Bidder to propose Business Continuity Plan (BCP) and accordingly define requirements for DRS.

				& Recovery Point Objective. 2. Kindly specify Non IT requirement for Data Centre (AC, UPS, Racks, electrical works etc)	
82	Bidder 4	**7.3 ERP Users**	250 named users with 5% increase over the next 2-3 years	Please confirm if the number of user licenses provided have to make provision for 5% increase in next 3 years. Or initially ITPO would like to purchase only 250 named user licenses. Please also provide split of number of users across various modules.	As per RFP. Further detailing to be done at the time of Scoping & SRS stage.
83	Bidder 4	**General**	General	Whether any enhancement pack is in use today	No
84	Bidder 4	**6.4.3 IT INFRASTRU CTURE AND NETWORKI NG ARCHITECT URE AT ITPO**	Software	Please confirm if the data from attendance system will be provided in the format applicable for OEM ERPs	Further detailing to be done at the time of Scoping & SRS stage
85	Bidder 4	**FUNCTIONA L REQUIREME NT SPECIFICAT IONS MATRIX / Page 74/S.NO.A2(51)/886**	System should be able to record all the applications along with complete details received in Marketing Division for booking of space in Pragati Maidan.	The applications received should be recorded as a soft copy in the system or whether an interface to the Application form is required?	The details are to be captured in the system, details to be deliberated later during Scoping & SRS stage & accordingly bidder to propose.
86	Bidder 4	**FUNCTIONA L**	System should be able to generate and regularly	For booking charts, what is the tool currently in use to	Presently done manually.

		REQUIREMENT SPECIFICATIONS MATRIX / Page 74/S.NO.A2(51)/887	update the Booking Chart based on availability of halls post recording of each application in the system.	check the possible integration in the ERP system?	
87	Bidder 4	**FUNCTIONAL REQUIREMENT SPECIFICATIONS MATRIX / Page 74/S.NO.A2(51)/898**	System should have the capability to prepare BDRC Agenda as per details received in the application.	How is the Agenda prepared and in what form. Is this any manual written document or a system report?	Presently done manually.
88	Bidder 4	**FUNCTIONAL REQUIREMENT SPECIFICATIONS MATRIX / Page 74/S.NO.A2(51)/906**	System should be integrated with all Service Divisions to ensure receipt of E-Service Reports from all Divisions/Units.	Please specify the current system used by various service divisions.	As per RFP. Presently it is partially done manually & partially through NIC File Tracking system
89	Bidder 4	**Section 11.2-Vendor's Responsibility, Page 31**	Design, assess requirements and help the hardware implementation partner in setting up data center required for the ERP application. This shall also include help in procurement and installation of hardware and software	Please indicate the activities to be included for this requirement	The bidder is required to do sizing of the hardware keeping in mind the owner`s requirement for performance, response time and scalability, latest state-of-the-art virtualization &

					guaranteed uptime during its entire lifespan with uninterrupted spares & services
90	Bidder 4	**Clause 8, Page 22**	Support Process: HR Payroll	Please indicate the number of employees of ITPO for which payroll function is required	Approximately 1000
91	Bidder 4	**Clause 11.2, Vendor' Responsibili ty, Page 30**	Conduct data collection / migration activities and other data management activities. This shall include extraction, data transformation and loading of data from the legacy system to ERP application. The Vendor is also expected to clean and format old data (wherever required)	For migration of Old Data, since data is owned by ITPO, the cleaning part needs to be excluded. Formatting of old data will be part of the scope	**Refer "AA1. Addendum to "8. SCOPE OF WORK" of Part A of RFP" of this document.**
92	Bidder 4	**Clause 11.2, Vendor's Responsibili ty, Page 31**	Design, assess requirements and help the hardware implementation partner in setting up data center required for the ERP application. This shall also include help in procurement and installation of hardware and software	Please indicate the specific activities required to be done with the hardware vendor, since Hardware is not in our scope	The bidder is required to do sizing of the hardware keeping in mind the owner`s requirement for performance, response time and scalability, latest state-of-the-art virtualization & guaranteed uptime during its entire lifespan with uninterrupted

					spares & services
93	Bidder 4	**Clause 11.2.2.3, Page 32**	Preparation of Go-live, End user Training, Go-live and Change Management	Please indicate the number of users to be trained at each location	There are four regional offices and HQ. About 20 users shall be there at the regional offices and rest 230 at the HQ.
94	Bidder 4	**Clause 2.5, Page 52**	Hindi Section	Please confirm if Bi-lingual reports are restricted only to the functions listed against this clause	As per RFP
95	Bidder 4	**Clause 8.0, Page 278**	Performance Measurements	Performance Measurement: Request you to relax the minimum service levels to 95 - 99%	**Refer "CC4. Corrigendum to "ANNEXURE C1 – SERVICE LEVEL METRICS, 8.0 Performance Measurements" of Part C of RFP" of this document.**
96	Bidder 4	**A2(1) Finance & Accounts – Cash Management / S. No 1, Page 76**	System should have the capability to define different fund commitments within each fund center	Please provide Details regarding the existing fund center and commitment item structures.	Further detailing to be done at the time of Scoping & SRS stage
97	Bidder 4	**A2(1) Finance & Accounts – Cash Management / S.No 2, Page 76**	System should have the capability to have a seamless integration with the command and control structure and automatically generate the financial hierarchical	Please provide details on command and control structure by provide an example	Further detailing to be done at the time of Scoping & SRS stage

			structure like the budget centre etc. based on the command control structure defined in the system		
98	Bidder 4	**A2(2) Finance & Accounts – Cash/Cheque receipts / S. No: 14, Page 76**	Linkage with the payment gateway on space booking online	Please provide details on Linkage with the payment gateway on space booking online.	Facility not available with existing system.
99	Bidder 4	**A2(9) Finance & Accounts – Receipt and Invoice / S.No: 185, Page 89**	System should have the capability to capture of Service Tariffs alphabetically for third-party fairs	Please provide details on capture of Service Tariffs alphabetically for third-party fairs	Further detailing to be done at the time of Scoping & SRS stage
100	Bidder 4	**General**	General	Please specify the number of users for each Function (Finance, HR etc.)	Further detailing to be done at the time of Scoping & SRS stage
101	Bidder 4	**General**	General	For Travel management, online space booking etc., Is there any plan to implement enterprise portal along with ERP Implementation?	Bidder to propose. Further detailing to be done at the time of Scoping & SRS stage
102	Bidder 4	**Section 8.4 Point (3)**	Implementation	Is client currently using any legacy applications? If yes, what are those? Are they planning to migrate the data to ERP landscape?	As per RFP. Refer Clause 6.4.3/Page 18. **Refer "AA1. Addendum to "8. SCOPE OF WORK" of**

					Part A of RFP" of this document.
103	Bidder 4	**General**	General	What are the external interfaces currently used? Is client planning to integrate those interfaces with ERP application?	Currently no external interfaces are being used.
104	Bidder 4	**10.2**	Penalty for Delay - For each week of delay in achieving the milestones, ITPO shall levy a penalty of 0.50 % of total cost of the project upto a maximum of 10 % of the total contract value.	We request to replace penalty clause by Liquidated damage (LD) clause and amend the LD applicability to 0.5% for per week of delay portion of the implementation cost maximum to 5% of the "implementation cost" for reasons directly attributed to SI. LD will not be imposed in case of force majeure condition. With regards to termination; ITPO will give sufficient time to SI to take corrective action impacting the nonperformance of the contract.	**Refer (AC2. Corrigendum to 10. PROJECT TIMELINES & DELIVERABL ES, 10.2 Penalty for Delay) of this document**
105	Bidder 5	**3.3 Prequalificat ion Proposal/pa ge no 165**	(a) Bidder should have successfully completed ERP implementation in India for at least three (3) organizations **during last seven (7) years** with implementation value of each project being greater than INR Three (3) crore and should have at least implemented the following modules: - Finance & Accounts - HRMS/ Payroll The projects should be	a) Bidder should have successfully completed ERP implementation in India/**abroad** for at least three (3) organizations **during last seven (7) years** with implementation value of each project being greater than INR Three (3) Crores and should have at least implemented the following modules: - Finance & Accounts - HRMS/ Payroll The projects should be completed as on date of submission of tender	As per RFP.

			completed as on date of submission of tender response	response	
106	Bidder 5	**3.3 Prequalificat ion Proposal/pa ge no 166**	b) Out of three organizations, bidder should have successfully completed ERP implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 crore.	(b) Out of three organizations, bidder should have successfully completed ERP implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 Crores. (c) In addition to the above three references, bidder should have completed atleast three end-to-end ERP implementations in India	As per RFP.
107	Bidder 5	**Product Authenticity and Support/pag e no 166**	The bidder should submit the following: · Confirmation from OEM that the products quoted are not end of life products · Undertaking from OEM that the support including updates, upgrade, patches for the quoted products shall be available for 6 years after go-live.	·We will provide a Manufacture's Authorization letter. Separate letters will not be possible to provide. ·Cannot provide undertaking on support. Instead we will provide a "Lifetime Support Policy" document from Oracle	As per RFP.
108	Bidder 5	**ANNEXURE B7 - OEM CERTIFICAT ION/Page no 202**	Our full support is extended to them in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied products for a period of 6 years from date of supply/installation of the products as per RFP terms.	We can authorize the bidder only for supply, warranty and maintenance for our software application. We shall provide you with "Lifetime Support Policy" for support on the software supplied by us.	As per RFP.
109	Bidder 5	**ANNEXURE**	We also undertake that	Implementation services	**Refer "BC2.**

		B7 - OEM CERTIFICATION/Page no 202	in case of default in execution of this RFP by the <Bidder Name>, <OEM Name> will take all necessary steps for successful execution of this project as per RFP requirements.	are provided by the bidder. Such a clause in a letter by OEM is not needed. Request you to kindly remove this clause from this letter.	**Corrigendum to ANNEXURE B7 - OEM CERTIFICATION, Page no. 202 of Part B of RFP" of this document**
110	Bidder 5	**Section 7.3 (ERP Users) REQUIREMENTS OF ERP APPLICATION/Page 20**	The number of users is expected to be about 250 named users with 5% increase over the next 2-3 years. The proposed ERP will be used by ITPO personnel to execute business transactions as well as generate reports for analysis of business.	Please provide the function-wise user break up. This will help in doing the right sizing and loading. Also please provide the concurrency details	As per RFP. ITPO has given requirement of 250 named users. Bidder need to assess concurrency & define as per Industry practice & their expertise.
111	Bidder 5	**Section 8: Scope of work (Page 21)**	With an intention of future proofing the ERP application against the obsolescence of hardware and possible limitation of database, ITPO intends to invest in solutions which are independent of platform/operating system and database technologies.	We understand that ERP should be Platform/operating system independence. Since, database also resides on platform/operating system, so having ERP working on multiple platform/operating systems should be fine	ITPO has various applications running on heterogeneous platform/OS and database technologies. Intention is that the solution provider should offer a solution which can seamlessly integrate the present and future

					applications without any extra cost to the company.
112	Bidder 5	**Section 8: Scope of work (Page 21)**	To enhance employee effectiveness through transaction automation, employee self-service, claim management, payroll management and deployment of right resources at right place using HRMS and Payroll.	Since the ERP required is Commercially Off the Shelf(COTS), I assume that the above requirements of self service(employee or supervisor) should be from the COTS ERP application	No such restriction on the requirement under consideration.
113	Bidder 6	**11.1 Scope of Proposal**	"The vendor is expected to design Wide Area Network for ITPO, thereby providing connectivity across all locations of ITPO"	Kindly share the present connectivity details.	Regional Offices not connected with HO through wide area network. All documents received at HO as hardcopy.
114	Bidder 6	**11.2 Vendors Responsibility**	"Conduct data collection / migration activities and other data management activities. This shall include extraction, data transformation and loading of data from the legacy system to ERP application. The Vendor is also expected to clean and format old data (wherever required)"	Here <company> needs expectations on cleansing aspect. Technical things can be done by <company> however Cleansing and Validation has to be done by Business users of ITPO. Also kindly share various data types and sources available	As per RFP. Cleansing and validation of data shall be the joint responsibility of ITPO and the vendor. Further deliberation and detailing to be done at the time of SRS.
115	Bidder 6	**Annexure A1 - 1. Finance and Accounts / 1.4 Salary Section**		What is present payroll application exist? Will it be expected to be completely replaced with ERP or only integration is expected? <Company> recommends complete replacement.	Complete replacement with the new software/ERP. All the reports of the legacy

					system should be available in the new system.
116	Bidder 6	**2. Administrati on / 2.5 Hindi Section**		Pay slips also require in Hindi or English (System language) will do?	Yes required in both the languages.
117	Bidder 6	**3. Engineering (Architectur e)**		Revit, 3DS Max, AutoCAD software / application are in use for designing and drawings for which any runtime integration is expected with ERP?	Not required.
118	Bidder 6	**3. Engineering (Architectur e)**		Is it expected to store drawings in the ERP system? Till what duration?	Permanently. The drawings related to Fairs and Halls should be stored permanently so that the retrieval can be easily done in future.
119	Bidder 6	**4. Cultural Division**	Database of Artists from different fields.	How they are managed in present system? How addition and deletion or new fields added?	No application in use in the Cultural Division.
120	Bidder 6	**6. Domestic Fairs - Point 12b**	Extensive database of Visitors with categorization	Any application in use? Everything expected from ERP including emails/e-invites?	No application in use for this purpose. Preferred if provided within the base product.
121	Bidder 6	**8. Law division**		Anything else expected rather than record keeping or document keeping?	To be deliberated later and

					bidder to propose.
122	Bidder 6	**9. Protocol Division**		Any integration expected with existing software?	No integration required with the existing software.
123	Bidder 6	**"Page 165, Pre qualification Criteria 3(a)** **Bidder should have successfully completed ERP implementation in India for at least three (3) organizations during last seven (7) years with implementation value of each project being greater than INR Three (3) crore and should have at least implemented the following modules: - Finance & Accounts - HRMS/ Payroll The**		"Change requested - ""Bidder should have successfully completed ERP implementation in India for at least three (3) organizations during last seven (7) years with total Value of at Least 10 Crores. All three projects should have at least implemented the following modules: - Finance & Accounts - HRMS/ Payroll The projects should be completed as on date of submission of tender response" "As per CVC guidelines project experience value is as follows - Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost. or b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost. or c. One similar completed	As per RFP.

| | | | | work costing not less than the amount equal to 80% of the estimated cost.

Therefore we request to please do not limit the experience to 3 projects of 3 crores each. This would enable qualified bidders like <company name>to participate in this tender" | |
|---|---|---|---|---|---|
| 124 | Bidder 6 | **Section 3.3 PREQUALIFI CATION PROPOSAL – Point 3** | (a) Bidder should have successfully completed ERP implementation in India for at least three (3) organizations during last seven (7) years with implementation value of each project being greater than INR Three (3) Crore and should have at least implemented the following modules: - Finance & Accounts - HRMS/ Payroll The projects should be completed as on date of submission of tender response

(b) Out of three organizations, bidder should have successfully completed ERP implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 Crore. | In order to allow more bidders to participate in this tender, we would request you to relax this pre-qualification clause as follows. We feel there is not any difference in the experience gained in implementing COTS ERP package in India or abroad and hence the request to relax this clause.

(a) Bidder should have successfully completed ERP implementation in India/abroad for at least three (3) organizations during last seven (7) years with implementation value of each project being greater than INR Three (3) Crores and should have at least implemented the following modules: - Finance & Accounts - HRMS/ Payroll The projects should be completed as on date of submission of tender response

(b) Out of three organizations, bidder should have successfully completed ERP implementation in at least one Central /State Government/ Central | As per RFP. |

				Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 Crores.	
125	Bidder 6	**Annexure B 10 Page 207** **Point 1**	Bidders with experience in implementing ERP projects (proposed product), minimum of 3 projects, with value of more than INR 3 Crores (for each project) shall be awarded marks on the following basis. 3 projects – 20 marks out of 40 4-5 projects – 30 marks out of 40 More than 5 projects- 40 marks out of 40 Out of three organizations, bidder should have successfully completed ERP implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 Crores.	Since the experience gained in ERP implementation projects is not dependent on the total cost of the project, we would request you to relax this clause as follows. Furthermore, we feel it is important that bidders with the experience of end-to-end ERP implementation experience (i.e. function& technical design of the solution, project management, user training and post go-live support) are given credit under this clause. Bidders with experience in implementing ERP projects (proposed product), minimum of 3 projects, with value of more than INR 3 Crores (for each project) shall be awarded marks on the following basis. 3 projects – 20 marks out of 40 4-5 projects – 30 marks out of 40 More than 5 projects- 40	As per RFP.

					marks out of 40 Out of three organizations, bidder should have successfully completed ERP implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 Crores.	
126	Bidder 7	**6.4.3 IT INFRASTRU CTURE AND NETWORKI NG ARCHITECT URE AT ITPO:- /Page 18**	"IT INFRASTRUCTURE AND NETWORKING ARCHITECTURE AT ITPO"	Please confirm that Bidder can utilize the exiting IT Infrastructure. And also provide the technology detail of tailor-made software modules customized, if possible.	Vendor may utilize the existing I.T. infrastructure without creating any liability to ITPO.
127	Bidder 7	**7.3 ERP Users**	/page 20	"ERP Users" Please let us know the no of concurrent. And also confirm module wise user detail if possible.	ITPO has given requirement of 250 named users. Bidder need to assess concurrency & define as per Industry practice & their expertise.
128	Bidder 7	**14. ACCEPTAN CE TESTING,**	"Testing and Certification by a third party for Software & its related Hardware, Networking and Security	Kindly confirm who will bear the cost of testing and certification by a third party.	Refer Schedule VI, point no. V of (a).

		AUDIT AND CERTIFICATION/ Page 37	environment will undertake an exercise of Testing, Acceptance and certification of systems		
129	Bidder 7	**General**	"Preparation of data & Migration of legacy data "	Please confirm data & migration is part of scope of work. If yes please provide the detail of data like volume etc.	Yes. Volume of the data to be migrated to be confirmed at the time SRS.
130	Bidder 7	**General**	"IT Infrastructure at ITPO "	Please confirm IT infrastructure will not be the part of scope.	Hardware would be purchased separately by ITPO.
131	Bidder 8	**Pg 22; Section 8.3 Implementation and Page 32, Clause 11.2.2.2**	A. Digitization and migration of legacy data, if any (Applications: Tally, ASP.NET and Platforms, SQL Server, MS Windows Server, AutoCAD, Photoshop, ReVIT, 3DS Max etc.)	Please provide following details of the legacy applications from which data needs to be migrated - Application name, Functionality, Technology Platform, Volume of data to be migrated	**Refer (AA1. Addendum to _"8. SCOPE OF WORK"_ of Part A of RFP) of this document**
132	Bidder 8	**pg 24; Section 10.1 Project Timelines**	Requirement Study	Would system study be done only from Delhi? Please clarify	System study may be done both at the regional offices and at the HQ.
133	Bidder 8	**pg 35; Section 11.2.3 Annual Support**	Provision of free software versions & upgrades and patches and resolution of software bugs	We understand that any license related component would be dealt with separately. Please clarify	As per RFP.
134	Bidder 8	**pg 20; Section 7.3**	The number of users is expected to be about	Please clarify on the bifurcation of these users	To be deliberated

		ERP Users	250 named users with 5% increase over the next 2-3 years.	based on their functions / modules to be used	later at the time of SRS.
135	Bidder 8	**pg 52; Section 2.5 Hindi Section**	System should generate bilingual reports such as training orders, circulars, pay slips etc.	What is the level to which Hindi is being envisaged as the second language for the system i.e. only labels, buttons, messages are to displayed in Hindi or transactional data is also required to be entered in Hindi	To be deliberated at the time of SRS.
136	Bidder 8	**Page 23 , Geographica l Scope**	ERP application would be implemented at ITPO Head office in New Delhi & four (4) regional offices in India at Kolkata, Chennai, Bengaluru and Mumbai.	We understand that ITPO has its Data Center in Delhi so it will be centrally deployed. However we would like to confirm from ITPO whether the application shall also be deployed in Regional offices or it will only be accessed over Internet Browser in those offices.	Connectivity to regional offices will be provided over WAN with centralized architecture.
137	Bidder 8	**Page 38 , Project Team**	Onsite Development	Please confirm that ITPO shall provide all Infrastructure related facilities to carry out the development of the Project. Please confirm that this shall Include Consumables as well.	As per RFP.
138	Bidder 8	**Section 2.3: Terms of Payment,Pg-163**	Milestone based Payment Terms	Kindly modify the payment terms and segregate the payment for licenses from that of implementation. Please include advance payment in case of licenses otherwise it would lead to huge negative cash-flows for bidders.	As per RFP.

| 139 | Bidder 8 | **Section- 3.3: Prequalificat ion Proposal, Pg- 165** | Bidder should have successfully completed ERP implementation in India for at least three (3) organizations during last seven (7) years with implementation value of each project being greater than INR Three (3) crores | We request you to kindly modify the Pre-Qualification Criteria to:

• Bidder should have successfully completed ERP implementation in India for at least two (2) organizations during last seven (7) years with implementation value of each project being greater than INR Three (3) crore and should have at least implemented the following modules: - Finance & Accounts - HRMS/ Payroll The projects should be completed as on date of submission of tender response.
OR
• Bidder should have ERP implementation (Completed/Ongoing) in India for at least three (3) organizations during last seven (7) years with implementation value of each project being greater than INR Three (3) crore and should have at least following modules: - Finance & Accounts - HRMS/ Payroll . Atleast 2 projects should be completed as on date of submission of tender response. | As per RFP. |
| 140 | Bidder 8 | **Section-3.15: Disqualificat ion, Page** | Conflict of Interest | We request to kindly remove this clause to allow increased competition. | As per RFP. |

		171			
141	Bidder 8	**Section 6.3, Limitation of Liability**	No limitation on liability	Kindly cap the liability to 50% of contract value	As per RFP.
142	Bidder 8	**Clause 10.2: Penalty for Delay, p25, Annexure C1, Point 9.0, SLA Penalties, Pg-279**	a) Clause 10.2: Penalty for Delay, p25: For each week of delay in achieving the milestones, ITPO shall levy a penalty of 0.50 % of total cost of the project upto a maximum of 10 % of the total contract value. b) SLA Penalties, p278: SLA penalties are high even partial payment of only 50% Half-yearly payment in case uptime is less than 90%.	Kindly cap the penalty to 10% of contract value	Refer **"AC2. Corrigendum to 10. PROJECT TIMELINES & DELIVERABLES, 10.2 Penalty for Delay" of this document.**
143	Bidder 8		Network & Security	It is not clear whether the SI is required to supply and install any Networking and Security equipments as response to this RFP or only help / assist ITPO in identifying the same to be sourced through some other RFP / tender?	Bidder to only assist ITPO in sizing of the hardware/ networking or security components.
144	Bidder 8		Network & Security	Please suggest whether we are required to re-use the existing LAN setup at ITPO or we need to propose a separate Network for the proposed ERP? If in case we are required to re-use the existing setup please provide complete details of the available free ports on	To be deliberated later at the time of SRS.

				the Switches, Firewalls, whether they are under any warranty / AMC etc.	
145	Bidder 8		WAN	Are we supposed to recommend WAN bandwidths only or also provide the same? In the second case please provide complete address, contact person name and contact no at all the project locations. We also need precise details as to where exactly ITPO would want the WAN Links to be terminated at all the locations. Please suggest any preferred last mile requirement like OFC, Copper or RF? Please note ITPO needs to arrange for all permissions / approvals from respective agencies to commission the WAN links. Are you also looking at dual last miles? If so should they be from two separate Service Providers or could be from single provider also? Any preferred WAN technology like Leased Lines, MPLS etc.	To be deliberated later and bidder to propose.
146	Bidder 8			The RFP only talks about the existing Infrastructure at ITPO New Delhi whereas no inputs are available for other ITPO locations. Please provide details about existing LAN, connectivity diagrams, Distribution of Nodes etc of other ITPO locations if in	Only desktops are there in place at the regional offices. No LAN connectivity.

				case the bidder is expected to provide the same as part of this bid.	
147	Bidder 8		DC-DR	It is not clear whether the SI is required to provide any DR solution or not. If so please suggest the DR location, the RPO and RTOs, the hardware sizing of DR w.r.t DC etc?	Bidder to propose the Business continuity Plan and detail the requirements accordingly.
148	Bidder 8		Specifications of Networking and Security Infrastructure	Please suggest some indicative specs for Networking and security items and the qty of the same (incase SI needs to provide the same) so that it creates a level playing for all bidders and provides clarity at the time of bidding.	To be deliberated at the time of SRS
149	Bidder 8	**Pg 13 of 286, Section- 5.3 Pg 18**	Head office at New Delhi and four (4) regional offices viz., Mumbai, Chennai, Kolkata and Bengaluru. The processes at ITPO are divided into three categories.	Are the business processes at all these locations identical?	Yes.
150	Bidder 8	**Pg 18 of 286**	IT Infrastructure at ITPO	Will this current Infrastructure including DC be available for this project?	Yes.
151	Bidder 8	**Pg 22 of 286**	Digitization and migration of legacy data, if any (Applications: Tally, ASP.NET and Platforms, SQL Server, MS Windows Server, AutoCAD, Photoshop,	Is there any paper-based data to be digitized and migrated?	**Refer (AA1. Addendum to *"8. SCOPE OF WORK"* of Part A of RFP) of this**

			ReVIT, 3DS Max etc.)		**document**
		Page 27 of 286	· Data collection &migration strategy · Existing data sources (fields, structure) across systems · Mapping existing data with ERP system data structures		
		Pg 30 of 286	· List of data to be prepared & migrated with details of granularity (transaction level or consolidated) · Data conversion procedures (manual, tool based) Conduct data collection / migration activities and other data management activities. This shall include extraction, data transformation and loading of data from the legacy system to ERP application. The Vendor is also expected to clean and format old data (wherever required)		
152	Bidder 8	**Pg 23 of 286**	Should there be a need identified to implement additional functions / modules that could enhance the overall value derived from the ERP, the same should be suggested by the bidder. In case ITPO decides to implement	Such activities will be undertaken as part of Change Request or separate projects? Changes in application, Changes or Development of reports after the	As per RFP. However, it is clarified that changes in application would be considered as part of CRM after expiry of stabilization

		Pg 31 of 286 **Pg 268 of 286**	additional modules at a later stage, the same shall be compatible/ shall be readily integrated with existing modules. These additional functionalities can be in the area of CRM, Business Intelligence BI) and other relevant industry applications. Implementation of future enhancements including updates for documentation Routine functional changes that include user and access management, creating new report formats, and configuration of reports	Business Blueprint approval are considered as part of Change request management. Please confirm whether our understanding is correct that the changes/development during the contract period will be governed by change request management & shall be chargeable as per actual efforts	period.
153	Bidder 8	**Pg 27 of 286** **Page 196 of 286**	Training courses, mode of training, venue of training and schedule of training Approx. Number of officials to be imparted training : 250 Batch Size : Minimum 10 to maximum 25 officials Number of training days : 75 working days It is expected to have 15 batches of training in Head Office and Regional Offices.	Is there any desired training plan? Please specify the number of batches to be trained at each location specifically i.e. how many at the HO and how many at each of the regional offices? All trainings will cater to different audience and will differ in content. Is it expected that all trainees (covering core team, senior management etc.) be trained for 75days?	Bidder to propose the training schedule/plan.

154	Bidder 8	**Pg 29 of 286**	The vendor will also design the architecture of data centre and help in procuring hardware required for the ERP implementation and carry out all data collection / migration activities from legacy applications to the ERP application.	How long will procurement of hardware take?	As per RFP. Refer clause no. 10.1.
155	Bidder 8	**Pg 29 of 286**	In case data migration activities are carried out, it will also include dependent activities such as cleaning of data, formatting of data etc necessary for a successful data migration.	Will ITPO own this activity of cleaning and formatting of data?	Shall be the joint responsibility of the bidder and ITPO.
156	Bidder 8	**Pg 30 of 286** **Pg 31 of 286**	Vendor should also help to support / set any other tools that are decided to deploy along with ERP such as online space booking, portals for knowledge management (KM) solution etc Vendor should also help to support / set any other tools that are decided to deploy along with ERP such as portals for KM solutions	Please provide more clarity on the scope of services to be offered by the SI for tools other than the ERP?	Other application shall mean any other third party software required for functional usage which shall be seamlessly integrated with the base product.
157	Bidder 8	**Pg 30 of 286**	Support during and after implementation of ERP, and other applications in scope	Please specify which are the other applications in scope apart from the ERP?	Other application shall mean any other third party software required for functional

					usage which shall be seamlessly integrated with the base product.
158	Bidder 8	**Pg 37 of 286**	ITPO shall nominate a suitable neutral and technically competent agency/ consultant for conducting acceptance testing and certification	ITPO will bear the costs for such testing and certification. Please confirm.	Yes.
159	Bidder 9	**Annexure C1- Section-8 Performance measureme nts**	Incident Management- Percentage of incidents escalated resolved- 99%	Is this expected performance for Incident management applicable for Application (ERP) related Incident management also? IS there any segregation and expected SLA's for different call categories mentioned in RFP on page 275-276. 99% expected SLA's would be agreed for Show Stoppers only.	As per RFP. It is clarified that the basic structure & requirements mandated in this draft shall not be altered/diluted. Matters pertaining to detail can be considered at a later phase but in any event these would be considered to the extent that they do not defeat or contravene the basic structure and understanding.
160	Bidder 9	**Annexure**	Penalties for Availability	Are these penalties	As per RFP.

		C1- Section 9, page 278 - SLA penalties-	and Performance measurements (indicative- as per agreed terms between vendor & ITPO)	applicable for SLA's for Application Incident management also?	It is clarified that the basic structure & requirements mandated in this draft shall not be altered/diluted. Matters pertaining to detail can be considered at a later phase but in any event these would be considered to the extent that they do not defeat or contravene the basic structure and understanding.
161	Bidder 9	**Section 11.2.2.4**	Vendor should provide post-implementation support for a period of Sixty (60) months through presence of personnel(s) at site, telephonic support and web-based support.	Can hybrid model (onsite-offshore) be proposed for post implementation support.	As per RFP
162	Bidder 9	**Section 8.2 page 268-point d-**	The Vendor shall migrate all current functionality to the new / enhanced version at no additional cost to ITPO and any future upgrades, modifications or	In the period of 5 years, only technical upgrades would be provided and that would also be limited	As per RFP

				enhancements.	
163	Bidder 9	**Clause: 8.4.3.a, RFP Page # 22**	Migration of legacy data, if any from various applications	DATA MIGRATION: Data migration happens for financial data and that too cut off data, i.e. in this case Tally. Other application data cannot be migrated; this needs to be clarified	**Refer (AA1. Addendum to "8. SCOPE OF WORK" of Part A of RFP) of this document**
164	Bidder 9	**Clause: 8.4.5.b, RFP Page # 23**	Go live run of all modules at Head office and Regional offices with real time data along with "Stabilization of the System" for the duration of three (3) months from Go- Live date.	GO-LIVE SUPPORT: There shall be central team for Go-Live & Post Go-Live Support (PGLS) which shall render support across offices. By asking for separate Go-Live at HQ and later at RO; does it means customer is expecting separate team to render these services?	The central team shall render support across all offices.
165	Bidder 9	**Clause: 8.6, RFP Page # 23**	Bidder may please note that the scope might not be limited only to these requirements. The vendor is expected to conduct a detailed process study and analysis.	Scope of Proposal: Suggest inserting "Scope should be limited and defined. Any change should be through a proper change Request mechanism."	As per RFP.
166	Bidder 9	**Clause: 10.1, RFP Page # 24**	Project Timelines	GO-LIVE SUPPORT: As per the RFP, HQ Go-Live happens in 50w and RO Go-Live happens in 56w; which leads to 6w of overlapping support/maintenance and Go-Live activities. Kindly clarify 3months PGLS would be counted from which stage?	As per RFP. Refer clause no. 10.1 " Project Timelines"

167	Bidder 9	**Clause: 10.1, RFP Page # 25**	Supply/Installation/Com missioning	H/W Requirements: Bidder to provide H/W specifications only. Please confirm.	The bidder is required to do sizing of the hardware keeping in mind the owner`s requirement for performance, response time and scalability, latest state-of-the-art virtualization & guaranteed uptime during its entire lifespan with uninterrupted spares & services
168	Bidder 9	**Clause: 10.2, RFP Page # 25**	10%, Contract Termination & invoke of PBG	Penalty for Delay: 1. Cap should be reduced from 10% to 5% 2. Delay should not be accounted at milestone level; however overall project - need customer support 3. Cure Period of 1-2 months to be given before such drastic actions be imposed - need customer support	As per RFP.
169	Bidder 9	**Clause: 10.3.22, RFP Page # 28**	Stress / volume testing results (to be conducted till the desired parameters / results are achieved)	Does a separate tool need to be factored for the same.	Bidder to propose and comply.
170	Bidder 9	**Clause: 11.1, RFP Page #**	The "Train the Trainer" approach will not be used by the vendor for	Bidder to arrange training for 250 users as a onetime	As per RFP. Refer Annexure B5

		29	training	activity.	(D) Training schedule plan.
171	Bidder 9	**Clause: 11.2.2.3, RFP Page # 33**	As per Section 209 of Companies Act, 1956, data from at least the previous 8 years should be migrated	DATA MIGRATION :: As per best industry practices only cutover data is migrated; however if 8 years of Legacy Data is to be migrated, than project timelines are not conducive and needs to be relooked, as Go-Live cannot happened unless the whole data is migrated!!	**Refer (AA1. Addendum to *"8. SCOPE OF WORK"* of Part A of RFP) of this document**
172	Bidder 9	**Clause: , RFP Page # 74**	FUNCTIONAL REQUIREMENT SPECIFICATIONS MATRIX	We request ITPO to have a QCBS(70:30) evaluation	As per RFP.
173	Bidder 9	**Clause: 2.3, RFP Page # 162**	Payment Milestones	TERMS OF PAYMENT: 1. 75% of Implementation cost shall be given only once after effective closure of Go-Live which keeps a lot of financial risk on bidder even though PBG has been submitted - need customer to re-evaluate 2. If RFP includes cost of license, than there should be separate Payment Terms for OEM S/W license - which are not mentioned	As per RFP.
174	Bidder 9	**Clause: 2.2, RFP Page # 252**	0	TRANSFER OF ASSETS :: Need clarity on the nature of assets	As per RFP.
175	Bidder 9	**Clause: , RFP Page # 276, 278**	System Availability	Annexure C1 :: {(Scheduled operation time – system downtime) / (scheduled operation	As per RFP.

				time)} * 100% with system down time servicing @ 100% means - 24X7X365 support - need customer to evaluate and revisit.	
176	Bidder 9	**Clause: , RFP Page # 276**	Critical and Key infrastructure of Data Center will be supported on 24x7 basis by ITPO.	Annexure C1: Does this mean Server/Application support shall be onus of ITPO - need clarification?	Application support is the responsibility of the vendor whereas server support is within the ambit of ITPO.
177	Bidder 9	**Clause: , RFP Page # 278**	Penalties for Availability and Performance measurements	Annexure C1: Means servers/applications cannot be down even for scheduled maintenance; otherwise payment would be deducted as per this schedule!!	As per RFP. It is clarified that the basic structure & requirements mandated in this draft shall not be altered/diluted. Matters pertaining to detail can be considered at a later phase but in any event these would be considered to the extent that they do not defeat or contravene the basic structure and understanding

178	Bidder 9	**Clause: , RFP Page # 274**	If the final Go-Live is delayed beyond two months, or any particular milestone is delayed beyond one month, then "ITPO" may subject the Agreement for termination and will also reserve the right to invoke the entire Performance Bank Guarantee.	Suggest to insert " If the final Go-Live is delayed beyond two months, any particular milestone is delayed beyond one month, for reasons attributable to the vendor then "ITPO" may subject the Agreement for termination and will also reserve the right to invoke the entire Performance Bank Guarantee. Termination will be done at after a notice period of 3 months to the vendor."	As per RFP.
179	Bidder 9	**Pg 23, Sec 8.6**	Bidder may please note that the scope might not be limited only to these requirements. The vendor is expected to conduct a detailed process study and analysis.	Suggest inserting "Scope should be limited and defined. Any change should be through a proper change Request mechanism."	As per RFP.
180	Bidder 9		It must be noted that this is an indicative list. The implementation agency would refine this plan based on discussion with ITPO.	Need clarity on when this will be done.	As per RFP.
181	Bidder 9	**Page 25, 10.2**	For each week of delay in achieving the milestones, ITPO shall levy a penalty of 0.50 % of total cost of the project upto a maximum of 10 % of the total contract value.	Suggest replacing with "Penalty shall be levied at 0.5% of the value of the deliverables in delay for each week of delay until actual date of UAT, subject to a maximum of 5% deliverables in delay."	**Refer (AC2. Corrigendum to 10. PROJECT TIMELINES & DELIVERABLES, 10.2 Penalty for Delay) of this document**
182	Bidder 9		Design, assess	Bidder only need to	The

			requirement and help the service provider in setting up Wide Area Network required for the ERP application for all ITPO locations. This shall also include help in procurement and installation of all networking equipment across all locations (including software where applicable).	provide specification of proposed h/w.	understanding is correct.
183	Bidder 9	**Page 32, 11.2.2.2**	Software Configuration, Data Collection, Data Migration, Customization, Change Management and UAT Signoff	What is vendor's responsibility in Data migration? How will we take care of Data cleaning, editing etc.	**Refer (AA1. Addendum to _"8. SCOPE OF WORK"_ of Part A of RFP) of this document**
184	Bidder 9	**Pag 163, 2.3.iv**	For the phase-II post implementation services, ITPO shall make half-yearly payments to the Bidder based upon value in the bid amount for the Operation & Maintenance period & adherence to SLA agreement between ITPO and Bidder.	For Support, suggest payment should be Quarterly in arrears and not half yearly.	As per RFP
185	Bidder 9	**Pg 170, 3.13**	The price would be inclusive of all taxes, duties, charges and levies etc., as applicable.	Prices should be exclusive of taxes.	As per RFP.
186	Bidder 9	**Pg 170, 3.13**	Price hold against escalation: The bidder shall offer a price hold for all IT software &	Request deletion of this clause. Any additional services will be at a mutually agreed price and	As per RFP.

			services etc., against future escalations, in case ITPO were to order additional quantity. If the prevalent market price is less than the quoted price, bidder shall procure it at the lower price.	services asked by ITPO.	
187	Bidder 9	**Pg 221, 2.1.ii**	WAN & DC Design Setup	Bidders to propose base specification	The bidder is required to do sizing of the hardware keeping in mind the owner`s requirement for performance, response time and scalability, latest state-of-the-art technology & guaranteed uptime during its entire lifespan with uninterrupted spares & services
188	Bidder 9	**Pg 228, 4.3.b**	In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term the consequential effect shall be to the account of the Vendor.	This is not ok, any change in taxes should be borne by the customer. The taxes are not controlled by Bidder; it's a Government purview/decision.	**Refer (CC1. Corrigendum to 4. ARTICLE IV – FINANCIAL TERMS, 4.3 TAX, point no. b, page no. 228) of this document**
189	Bidder 9	**Pg 230, 5.3**	EFFECTS OF	to insert the below "In the event of termination	As per RFP.

			TERMINATION	hereunder, Customer shall pay SI/Implementation partner for services render including work in progress and Product delivered till the effective date of the termination"	
190	Bidder 9	**Pg 234, 6.3**	LIMITATION OF LIABILITY -In all other cases not covered by 'a' above, the total financial liability of the Vendor shall be limited to the entire contract value.	Suggest the clause to be substituted by the below."Notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of Bidder shall be, regardless of the form of claim, the consideration actually received by Bidder."	As per RFP.
191	Bidder 9	**Pg 235, 6.4.c. ii**	However, the "ITPO", or its nominee will deduct, for each day of the extension period, 0.25% of the contract value.	Request deletion of this clause on penalty for delay in commencement after Force Majeure.	Refer **point no. 15 of "CC6. Corrigendum to different clauses of Part C of RFP"** of this document.
192	Bidder 9	**Pg 235, 6.4**	Force Majeure	to insert the clause " In the event of Force Majeure , the supplier shall be entitled to receive the amount of consideration due to the supplier for the services already rendered"	As per RFP.
193	Bidder 9	**Pg 242, 8.2.b**	In the event that the "ITPO" requests that any Vendor personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually	Replacement time is very less, request time period to be mutually agreed by ITPO and successful bidder.	As per RFP.

			agreed upon schedule but not later than 3 working days.		
194	Bidder 9	**Pg 249, 1.1**	Due to the evolving environment, customization and changes in the implemented application (ERP, bespoke and third party software under the scope of work as defined in the RFP) as and when required by ITPO, will be carried out by Vendor over the operation and maintenance phase at no additional cost.	Any Scope of Work additional to SRS will be considered as Change request.	As per RFP.
195	Bidder 9	**Annexure C1- Section-8 Performance measureme nts**	Incident Management- Percentage of incidents escalated resolved- 99%	Is this expected performance for Incident management applicable for Application (ERP) related Incident management also. IS there any segregation and expected SLA's for different call categories mentioned in RFP on page 275-276. 99% expected SLA's would be agreed for Show Stoppers only.	As per RFP. It is clarified that the basic structure & requirements mandated in this draft shall not be altered/diluted. Matters pertaining to detail can be considered at a later phase but in any event these would be considered to the extent that they do not defeat or contravene the

					basic structure and understanding.
196	Bidder 9	**Annexure C1- Section 9, page 278 - SLA penalties-**	Penalties for Availability and Performance measurements (indicative- as per agreed terms between vendor & ITPO)	Are these penalties applicable for SLA's for Application Incident management also.	As per RFP. It is clarified that the basic structure & requirements mandated in this draft shall not be altered/diluted. Matters pertaining to detail can be considered at a later phase but in any event these would be considered to the extent that they do not defeat or contravene the basic structure and understanding.
197	Bidder 9	**Section 11.2.2.4**	Vendor should provide post-implementation support for a period of Sixty (60) months through presence of personnel(s) at site, telephonic support and web-based support.	Can hybrid model (onsite-offshore) be proposed for post implementation support.	As per RFP
198	Bidder 9	**Section 8.2 page 268-**	The Vendor shall migrate all current	In the period of 5 years, only technical upgrades	As per RFP

		point d-	functionality to the new / enhanced version at no additional cost to ITPO and any future upgrades, modifications or enhancements.	would be provided and that would also be limited	
199	Bidder 9	**Clause: 8.4.3.a, RFP Page # 22**	Migration of legacy data, if any from various applications	DATA MIGRATION: Data migration happens for financial data and that too cut off data, i.e. in this case Tally. Other application data cannot be migrated; this needs to be clarified	**Refer (AA1. Addendum to _"8. SCOPE OF WORK"_ of Part A of RFP) of this document**
200	Bidder 9	**Clause: 8.4.5.b, RFP Page # 23**	Go live run of all modules at Head office and Regional offices with real time data along with "Stabilization of the System" for the duration of three (3) months from Go- Live date.	GO-LIVE SUPPORT: There shall be central team for Go-Live & Post Go-Live Support (PGLS) which shall render support across offices. By asking for separate Go-Live at HQ and later at RO; does it means customer is expecting separate team to render these services?	The central team shall render support across all offices.
201	Bidder 9	**Clause: 8.6, RFP Page # 23**	Bidder may please note that the scope might not be limited only to these requirements. The vendor is expected to conduct a detailed process study and analysis.	Scope of Proposal: Suggest inserting "Scope should be limited and defined. Any change should be through a proper change Request mechanism."	As per RFP.
202	Bidder 9	Proposed new payment clause	Implementation Payment Schedule	Proposed Payment Terms	As per RFP
				Project Start	
				Completion of SRS	
				Completion of Coding	

				Completion of SIT	
				Completion of UAT	
				Go Live	
203	Bidder 9	Proposed new Payment O&M Clause	Support -For the post implementation services, ITPO shall make equated half-yearly payments to the Vendor based upon	Suggest Support payment term of Quarterly in arrears.	As per RFP
204	Bidder 9		Payment terms License and ATS	Not given separately. Suggest License payment term on Delivery and ATS yearly in advance.	As per RFP
205	Bidder 9		SLA	Delivery to confirm	As per RFP.
206	Bidder 9		For each week of delay in achieving the milestones as mentioned in the above table, "ITPO" shall levy a penalty of 0.50% of the project cost as submitted in the commercial bid."	Suggest replacing with "Penalty shall be levied at 0.5% of the value of the deliverables in delay for each week of delay until actual date of UAT, subject to a maximum of 5% deliverables in delay."	**Refer (AC2. Corrigendum to 10. PROJECT TIMELINES & DELIVERABLES, 10.2 Penalty for Delay) of this document**
207	Bidder 9		If the final Go-Live is delayed beyond two months, or any particular milestone is delayed beyond one month, then "ITPO" may subject the Agreement for termination and will also reserve the right to invoke the entire Performance Bank Guarantee.	Suggest to insert " If the final Go-Live is delayed beyond two months, any particular milestone is delayed beyond one month, for reasons attributable to the vendor then "ITPO" may subject the Agreement for termination and will also reserve the right to invoke the entire Performance Bank Guarantee. Termination will be done at after a notice period of 3	As per RFP

				months to the vendor."	
208	Bidder 9	IPR, Clause to be added		Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Preexisting Works"). All the software licenses supplied under this RFP shall be subject to Standard End user Licensee agreement from software Owner.	As per RFP.
209	Bidder 9	Deemed Acceptance, Clause to be added		Deliverables will be deemed to be fully and finally accepted by Customer in the event Customer has not submitted such Deliverable Review Statement to Implementation Partner before the expiration of the 15-day review period, or when Customer uses the Deliverable in its business, whichever occurs earlier ("Deemed Acceptance").	As per RFP.
210	Bidder 9	Exclusion of incidental damages,		Neither party shall, in any event, regardless of the form of claim, be liable for	As per RFP.

		Clause to be added		any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits.	
211	Bidder 9	Personnel, Clause to be added		Based on the requirements of the particular Services, SI/Implementation Partner shall determine, after consultation with Customer, the size and composition of the resource team. The size and composition of the team may change from time to time based upon the scope and complexity of the Services.	As per RFP.
212	Bidder 9	Provision of Infra and H/w for implementati on, Clause to be added		Customer shall provide necessary office space, communications and computer equipment at the Company's site commensurate with that provided to Company's own staff	As per RFP.
213	Bidder 9	Payment to invoices, Clause to be added		Customer shall pay invoices within fifteen (15) days from the date of receipt of invoices, except for those portions of any invoice that the Customer disputes in good faith.	As per RFP.

				Delayed payments shall incur interest at the rate of 1.5% per month	
214	Bidder 9	Exclusion of Implied warranties, Clause to be added		Except for the foregoing warranties, bidder excludes and disclaims all warranties, conditions or statements, whether express, implied or statutory, including, without limitation, the implied warranties or conditions of merchantability and / or fitness for any particular purpose.	As per RFP.
215	Bidder 9	Mutual Non Hire, Clause to be added		Both Parties agrees that during the term of this Agreement, and for a period of one year thereafter, the other parties will not directly or indirectly recruit, hire, employ, engage, or discuss employment with key identified employees, involved in the project, or induce any such individual to leave the employment of other party. Nothing herein shall prohibit the hiring of any personnel who has responded to an advertisement in any media inviting applicants for job vacancies	As per RFP.

216	Bidder 9	Third party warranty, Clause to be added		Each party (the "Indemnifying Party") shall defend, indemnify, and save harmless the other party (the "Indemnified Party") and its officers and directors, employees, agents, and representatives from and against any losses, damages, costs, attorneys' fees, penalties, fees, liabilities, or expenses (collectively, "Losses") associated with any third party claim against the Indemnified Party connected with (i) death, or (ii) injury to persons or property, in each case resulting from the acts or omissions of the Indemnifying Party, its employees, agents or contractors.	As per RFP.
217	Bidder 9	Implementation and Customization - Page No. 22/36	Digitization and migration of legacy data, if any (Applications: Tally, ASP.NET and Platforms, SQL Server, MS Windows Server, AutoCAD, Photoshop, ReVIT, 3DS Max etc.)	Please let know the type of data to be migrated in the new proposed System. Let us know the volumes of such data	Not possible to provide the volume of data at this stage
218	Bidder 9	Implementation and Customization - Page No. 22/36	Digitization and migration of legacy data, if any (Applications: Tally, ASP.NET and Platforms, SQL Server, MS Windows Server, AutoCAD, Photoshop, ReVIT, 3DS Max etc.)	Please clarify the scope pertaining to digitization.	As per RFP

219	Bidder 9	Implementation and Customization - Page No. 22/36	Digitization and migration of legacy data, if any (Applications: Tally, ASP.NET and Platforms, SQL Server, MS Windows Server, AutoCAD, Photoshop, ReVIT, 3DS Max etc.)	Does the data to be migrated or digitized would be available to the selected Bidder at a centralized location or these activities to be done at multiple locations. Would appreciate, if locations are made known to us	Data to be migrated or digitized would be available at centralized location
220	Bidder 9	ERP Users Page No. 7.3	The number of users is expected to be about 250 named users with 5% increase over the next 2-3 years	Number of Concurrent User out of these 250 Users.	ITPO has given requirement of 250 named users. Bidder need to assess concurrency & define as per Industry practice & their expertise.
221	Bidder 9	ERP Users Page No. 7.3	The number of users is expected to be about 250 named users with 5% increase over the next 2-3 years	To provide the optimal Infrastructure design and sizing, let us know the user ratio in terms of High activity users, Medium Activity Users and Low Activity Users.	To be deliberated later at the time of SRS.
222	Bidder 9	ERP Users Page No. 7.3	The number of users is expected to be about 250 named users with 5% increase over the next 2-3 years	Let us know how many users would be Cross Module Users.	To be deliberated later at the time of SRS.
223	Bidder 9	Section 5.2 The Scope of the Project…	The scope of the project envisages a complete turnkey solution which includes Design, procurement, customization, installation, testing, commissioning and	Is our understanding correct, that the Infrastructure components like Server, Storage, Network and Security components are out of scope of this RFP? However Bidders, within	As per RFP

			maintenance of ERP application. Training to ITPO's designated personnel. Design infrastructure specifications Hand-over successfully at the end of the agreed period. Annual operations and maintenance.	their Technical Solution have to provide ideal Infrastructure design and propose components with sizing to meet the desired SLAs. The procurement of the proposed Infrastructure components are not the part of this RFP.	
224	Bidder 9	Section 11.2.1 Page No. 33	Reports based on users' requirements should be made after discussion with users by the selected vendor, for which capturing of data in the database should be ensured.	We would appreciate, if the approximate number of reports that would be expected as the part of the Implementation of the project.	As per RFP
225	Bidder 9	Section 8.3 OPERATION & MAINTENAN CE SERVICES: APPLICATIO N FUNCTIONA L SUPPORT SERVICESP (Page No. 268)	The services shall include administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, announcing and providing networking services for users and providing administrative support for print, file, directory and e-mail servers.	Please let us know the authorization and authentication framework which department might be using, so that integration of the proposed ERP can accordingly be planned. Also suggest, in case it needs to be proposed.	To be deliberated at the time of SRS only.
226	Bidder 9	Section 8.3 OPERATION & MAINTENAN CE SERVICES: APPLICATIO N	The services shall include administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user	The Proposed ERP will have to make use of existing Mail Server, already available with ITPO for any notification or sending mails. Is this understanding correct?	The mail server shall be provided by ITPO as per the requirement suggested by

		FUNCTIONAL SUPPORT SERVICESP (Page No. 268)	password support, announcing and providing networking services for users and providing administrative support for print, file, directory and e-mail servers.		the vendor.
227	Bidder 10	Clause no. 8.0 Scope of Work of Part A of RFP	As the operations of ITPO expand and the usage of the ERP application intensifies within the organisation, ITPO recognizes that the ability to support the scale of ERP application will also be dictated by the hardware and the database. With an intention of future proofing the ERP application against the obsolescence of hardware and possible scale limitations of database, ITPO intends to invest in solutions which are independent of platform/operating system and database technologies.	Change requested by the bidder:- As the operations of ITPO expand and the usage of the ERP application intensifies within the organisation, ITPO recognizes that the ability to support the scale of ERP application will also be dictated by the hardware and the database. With an intention of future proofing the ERP application against the obsolescence of hardware and possible scale limitations of database, ITPO intends to invest in solutions which are supported by any of the leading platform/operating system and database technologies.	ITPO has various applications running on heterogeneous platform/OS and database technologies. Intention is that the solution provider should offer a solution which can seamlessly integrate the present and future applications without any extra cost to the company
228	Bidder 10	16.2 Open Architecture	The system should be compatible to major operating systems.	Change requested by the bidder:- The system should be support any of the major operating systems.	As per RFP.
229	Bidder 10	A3 (2) 15. Database	Database should support multiple platforms like	Change requested by the bidder:-	As per RFP.

		Related Compliance	Unix and Linux	Database should support any of the leading platforms like Unix and Linux	
230	Bidder 10	A. Phase-I - ERP Implementation Cost Details: ERP License Cost (Perpetual – 250 Named users)		Kindly provide the count of different User Types --> Ex - Finance Users, HR Users, Payables etc	To be deliberated at the time of SRS.
231	Bidder 10	A3(2) Database compliance matrix Point 20	Database should allow unstructured data to be stored in the database and should support the querying and compression of the unstructured data	Request ITPO to look at external tools for native compression for better compression before storing them in database.	As per RFP.