

Responses of the queries of Tender no: SW12102017147- RFP for “Selection of Service Provider for Design, Development, Implementation, Training, Hand Holding and Operation & Maintenance Support for 8 years for New Integrated Finance Management System” for Finance Department (FD), Government of Gujarat

The queries have been responded in this document from page no. 4. RFP Document stands modified to the extent clarifications have been made in responses of queries.

Following are the additional changes made in the RFP documents. Bidder may kindly note of it.

1. Department will provide the virtualization/cloud environment. Bidder has to provide proposed bill of material as following format in the technical bid.

a. Bill of Material for Hardware

Sr. No.	*Description	vCPU	RAM	HDD Space	Quantity	Remarks, if any

*Description: required DB servers, app servers, reporting servers or any other server (for production, testing development etc), equipment required for running the application at DC and DR
1 physical core = 2 vCPU

b. Bill of Material for Software

Sr. No.	*Product Description	Unit of Measurement	Licenses quantity for DC	Licenses quantity for DR	Remarks, if any

*Description: Required all the readymade software including OS and Database, App, Web, BI etc. for DC and DR

2. Revised Financial Bid

Sr. No.	Description	Total Amount (Rs.)	Taxes
1.	Cost of Development/Customization of New IFMS including design, development, implementation, training & testing as per the scope of work defined in this RFP- Part 1		
2.	Cost of Panchayati Raj Finance Management System – Part 2		
3.	In case of COTS Product (ERP Solution) cost of product for 30000 users		
4.	* Cost of OS, Database licenses, BI Tools and other readymade software required for running of application in DC (Primary Site) - Part 3		

Sr. No.	Description	Total Amount (Rs.)	Taxes
5.	Cost of Operations and Maintenance of New IFMS & Panchayat Finance Management Software Solution & Data Migration support including Technical support, Software Upgrades, Updates, patches, security updates, bug fixes etc. and development/ change in application – Part- 4		
6.	In case of COTS Product (ERP Solution), ATS & AMC of the COTS – Part 5		
7.	* Cost of AMC/ATS of OS, Database licenses, BI Tools and other readymade software required for running of application in DC (Primary Site) – Part 6		
8.	Cost of Hand holding and support team at HO and District Locations – Part 7		
9.	Cost of Training		
Grand Total (Rs.)			

*** The licenses for DR will be counted 30% of the quantity and price quoted for DC. *For financial evaluation 30% price of price quoted in line item 4 (part 3) and line item 7 (part 6) shall be taken counted for DR Site. As and when DR made operational by Government of Gujarat, the DR licenses maximum up to 30% may be separately ordered and successful bidder is required to deliver and install the same. The payment for the DR shall be made based on the actual licenses ordered and installed maximum up to 30%. Other than licenses payment no additional payment shall be made to bidder for O & M of DR Site.**

Example:

Suppose the grand total of item 1 to 9 is 1000 and the price of item line item 4 (part 3) is 100 and line item 7 (part 6) is 150 rs than final price for financial evaluation will be $1000 + 100*30\% + 150*30\% = 1075$

3. Approx. 100 BI users required for New IFMS. The selected bidder has to create BI cell and the selected SI will depute **2 BI executives** who will assist all these users for developing the reports and give the training on the same.

4. The Datacenter tools/readymade software mentioned in the RFP shall be provided by Department. Other than that any software required has to procure by the selected bidder. However, the application health and performance monitoring and any issue related to application shall be addressed by the selected bidder.

5. Following facilities shall be provided by Government of Gujarat:

- Required VMs (as per template in RFP and mutually decide by GSDC & Selected Bidder)
- Storage - Current SAN is EMC VMAX 200K
- HIPS - Host based IPS for servers (all VMs) at GSDC
- IP addresses (DMZ1, DMZ2, DMZ3, & Public IP)- Same will be discuss at time of implementation
- VPN to access VMs
- Server load Balancer - Current SLB is ARRAY AVX 7600
- Take the backup as per Dept's requirement - Current Backup Software is EMC networker 9.1 & Current Tape Library is Quantum Scalar i500

- DCO - Data Center Operator - will monitor and share reports of resource utilization like CPU, Physical Memory & HDD Space Utilization etc to selected bidder.
- Current storage provided by GSDC then compatibility required for Current SAN switch - Cisco 9513
- **Below reports list is submitted by Cloud Implementation Team, DCO will provide the following reports for VM of Cloud**
 - 1) Summary of changes undertaken in the respective Cloud infrastructure including major changes like configuration changes, patch updates, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
 - 2) Virtualization Layer patch update status of respective servers including the Virtual Machines running on it
 - 3) Component wise server as well as Virtual machines availability and resource utilization
 - 4) Consolidated respective SLA report.
 - 5) Summary of component wise uptime.
 - 6) Log of preventive / scheduled maintenance undertaken
 - 7) Details of Patch, updates implementation status of same
 - 8) Details of break-fix maintenance undertaken
 - 9) Consolidated component-wise availability and resource utilization

6. Following facilities shall be provided by selected bidder:

- At time of installation of application- Application Security Audit is required from CERT-IN Empaneled Vendor. After installation, GSDC will audit 2 times in a year as a part of GSDC policy.
- Patch Management will be done by Selected Bidder with the help of current DCO
- Selected Bidder is responsible to compliance all VA/PT/ISO/ any other audit done by GSDC.
- Selected Bidder has to adhere all GSDC & ISO policy.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
1	16	15	The bidder must get and present an undertaking duly signed by authorized signatory of the COTS OEM to convey OEM's acceptance to the following arrangement...	The OEMs do not provide long term guarantee of prices. Kindly delete this clause	No Change. As per RFP.
2	6	13	Qualification criteria: The bidder should have an experience of working as TSP or Developer for building an IT system catering to minimum 1000 users or resources any time in last five years	Please elaborate. Will an ERP implementation with 1000 users be fine?	Yes.
3	2.24.6.1	22	Technical Evaluation of Offered Solution	The methodology of evaluation is very subjective. We request some hard evaluation mechanisms be added to this, such as marks for implementations, people, turnover etc.	As per RFP.
4	3.2.1 Pt 5	32	SP has to migrate the existing data from any existing applications (IFMS, Cyber Treasury, DoI, etc.). Cost for data migration from existing application should be included in the price bid. During the 8 years of O & M period any migration activities required to carry out due to change in Infrastructure, Software etc should be done by bidder at no extra cost....	This scope is completely uncapped. The amount of efforts for data migration need to be capped	As per RFP.
5	3.2.3.. key components of the scope of work (b)	36	Procurement, commissioning and maintenance of any enabling hardware, storage, system software, manpower etc. for the BI solution.	Are we allowed to give HW on the cloud	Yes.
6	3.2.3.. key components of the scope of work (d)	36	Extraction, transformation and loading of data from source systems (internal sources of the Department and external sources) to Data Warehouse	Please elaborate the scope of the base system	ETL for existing legacy system as well as proposed solution.
7	3.2.3.. key	36	Data cleansing (if required) to ensure data	Please elaborate on what do you	Quality of the data after

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	components of the scope of work (e)		quality before or after migration. All the data available in IFMS system which can be used. The data should be extracted from all the interface and migrated database mentioned in the RFP. The data quality level should be 99%.	mean by 99% accuracy	data migration and data cleansing should be 100%. Change in RFP page no. 36 3.2.3
8	5.2 : Payment Terms . Pt 1	107	Development/Customization of New IFMS including design, development, implementation, training & testing as per the scope of work defined in this RFP Line item 1	<p>These payment terms are very back loaded. We recommend, 10% on Team Deployment 10% on completion on submission of project plan and kick off meeting 10% of the cost of Development of New IFMS on completion of Preparation and approval of URS, SRS and SDD of All modules. 25% of the cost of Development of New IFMS) on completion of Development, Testing, security audit including mobile app and web portal of at least 50% functionalities of the phase 1 15% of the cost of Development of New IFMS on completion of Development, Testing and Go-Live, security audit and EQDC Testing including mobile app and web portal of remaining 50% functionalities of Phase 1 20% of the cost of Development of New IFMS (mentioned in financial bid – Line item 1 and 4) on completion of Development, Testing and Go-Live, security audit and EQDC Testing including mobile app and web portal of functionalities of Phase 2</p>	No Change. As per RFP.

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				of the scope of work 10% of the cost of Development of New IFMS on completion of 6 months of Go-Live fixing bugs and errors	
9	5.2 : Payment Terms . Pt 1A	107	Development/Customization of Panchayat Finance Management System design,development, implementation, training &testing as per the scope of work defined in this RFP Line item 2	The payment terms here too are very back loaded and not at all favorable. We recommend: 10% on Team Deployment10% on completion on submission of project plan and kick off meeting10% on completion of Blueprint20% of the cost of on completion of Preparation and approval of URS, SRS and SDD.30% of the cost of on completion of Development, Testing and Go-Live, security audit and EQDC Testing including mobile app and web portal of at least 50% functionalities of the scope of work 20% of the cost on completion of 3 months of Go-Live fixing bugs and errors	No Change. As per RFP.
10	5.2 : Payment Terms . Pt 2	107	In case of COTS Product (ERP Solution) line item 3 and Cost of OS, Database Licenses, BI Tools and other readymade software required to run the application line item 4	This is a third party project. The entire 100% payment has to be made on delivery of paper licenses.	Bidder has to procure only that much licenses which required for development purpose. The whole licenses needs to be procure from the date of Go-live.
11	5.2 : Payment Terms . Pt 4	107	ATS & AMC of COTS for 8 years - Line item 6 and Cost of AMC/ATS of OS, Database Licenses, BI Tools and other readymade software required to run the application line item 7:	The payment for ATS starts from the date the licenses are delivered. The condition of "It will be payable after Go live of the project." -	No

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			Payment of ATS/AMC will be released yearly in advance. (100% payment after the submission of confirmation regarding the renewal of support/subscription.) It will be payable after Go live of the project.	needs to be deleted	
12	5.2 : Payment Terms . Pt 4	107	Training – Line Item 9.Payment will be released batch wise on successful completion of training of the particular batch and after submission of Invoice as mentioned in Financial bid	The payment for training has to be released when the training is scheduled. In case the SP trainer is present as per schedule and the trainees do not come, the training should eb deemed to be completed and payment be released.	As per RFP.
13	6.2.2.1	111	Application (IFMS 2) Availability- >= 99.7%	This needs to be deleted as the SW uptime is a factor of number of things and SP cannot be help liable for the same	As per RFP.
14	6.2.2.2	112	User Interface	All penalties need to go on uptime and response as end to end system not in contril of SP	As per RFP.
15			General	As SP will be providing a third party product for licenses, it is requested that either GIL should procure the licenses themselves or sign a resale agreement for governance purpose where SP will not take any liability for performance of the third party product, ie in case third party product does not perform SP bank guarantee cannot be invoked	As per RFP.
16	2.29	25	Performance Bank Guarantee: The Performance Bank Guarantee (PBG) has to be submitted within fifteen (15) working days of receipt of award. The PBG shall comprise two parts; 10% of the value of Development Cost of	We request that the PBG be made in the following parts:1. First PBG as 10% of the implementation cost for 2 years2. Second PBG or Implementation licenses, i.e. 10%	As per RFP.

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			Price Bid valid for 2 years which would be discharged and returned after Go-Live + 180 days and second part as 10% of the value of O & M Period of Financial Bid (O&M component) valid up to 180 days beyond the expiry of contract.	of the cost of licenses ³ . Third PBG which should be at 10% for the support phase on an annual basis for the value of support of the project implemented. (Giving a PBG for a period of 6 years is not feasible) ⁴ . The value of ATS of licenses charges to be excluded from the PBG.	
17	2.5/12	12	The bidder would be a company registered/ incorporated under Indian company ACT and must have 5 years of existence in India	Are partnership firms registered under Partnership Act allowed to bid?	As per RFP.
18	2.5/12	12	The bidder must have turnover of at least Rs. 500 Crores for each of the last three financial years. (2013-14, 2014-15, 2015-16, or 2014-15, 2015-16, 2016-17)	Will turnover of member firms of Deloitte in India and other countries be considered for the purposes of calculating the turnover threshold?	As per RFP.
19	2.5/12	12	The bidder should have experience indevelopment and implementation, support services of at least One Solution including IT infrastructure in financial sector in India, like banks or state government/PSU authorities/Private Organization in last 5 years/ongoing from last 1 year having project value of 10 crore and having 35 site/branch Location.	Will experience of member firms of Deloitte in India and other countries be considered for the purposes of experience criteria?	As per RFP.
20	2.5/12	12	The Bidder should be a Total Solution Provider(TSP) having CMMi level 5 certification and ISO 9001:2011/ISO 9001:2008, ISO 27001: 2005/ISO 27001 : 2013 certification (Information Security Management System)	Will CMMi level 5 certification of member firm in India be allowed for these eligibility criteria?	As per RFP.
21	2.5/12	12	The bidder should have an experience of working as TSP or Developer for building an IT system catering to minimum 1000 users or	Will experience of member firms of Deloitte in India and other countries be considered for the	As per RFP.

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			resources any time in last five years.	purposes of experience criteria?	
22	2.5/13	13	The bidder should have at least 1000 technically trained employees on its payroll as on 31.03.2017	Can technically trained employees of member firm in India be considered for this requirement?	As per RFP.
23	2.5/13	13	The bidder must give undertaking duly signed & sealed by Authorized Signatory that if this contract is awarded to him, he will employ all the resources with the necessary capabilities catering to different phases of project implementation, as defined in the scope of work. Resources need to be Deployed at directed by Finance Department offices/ places specified by FD in Gandhinagar and any district of Gujarat	Since this's a Fixed price Bid, will there be a flexibility to deploy resources on a combination of onsite / offshore model?	As per RFP.
24	2.5/14	14	The bidder must have implemented & operationalized such COTS based 3 projects of 12 crore or 2 projects of 15 crores or 1 project of 24 crore in last 5 years	Will experience of member firms of Deloitte in India and other countries be considered for the purposes of this experience criteria?	As per RFP.
25	2.5/14	14	The bidder must get and present an undertaking duly signed by authorized signatory of the COTS OEM to convey OEM's acceptance to the following arrangement "The COTS OEM provider agrees to provide the additional user licenses with following conditions:Additional licenses shall be provided at a discount to the quoted price in this bid subject to following discount schedule:Additional licenses shall be provided at a discount to the quoted price in this bid subject to following discount schedule:· 30000 user licenses: As per price quoted in financial bid (The unit price of the same will be calculated accordingly as: Unit Rate = Quoted Rate for 30,000 users/30000 and similar	This will need to be agreed with the COTS Provider. Presume this will be covered under the agreement between COTS provider and the Gujarat Govt.	As per RFP. SP has to bring.

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			method for calculation of unit rate for ATS/AMC for 8 years will be applicable). For purchase of additional licenses quantity from 30001 to 50000, bidder has to provide 50% discount on unit quoted price on incremental quantity. For purchase of additional licenses quantity from 50,001 and above bidder has to provide 80% discount on unit quoted price on incremental quantity		
26	3.2.1/32	32	Solution provider has to migrate existing data from any existing applications (IFMS, Cyber treasury, DoI etc.) and such cost should be included in the bid.	Data Migration should be a joint effort since it will depend on the data migration strategy. It will be highly voluminous to transfer the entire data from the existing IFMS application to the new application and our suggestion would be transfer only open items for transactional purposes into the operational system and summarized data for the purposes of summarized reporting into the new DataWarehouse. If a study has already been done in this regard, Can the details be shared about the following : 1. List of applications which will have transaction and master data relevant for migration.2. Details on application whose master or transactional data needs to be migrated	Transaction and master data of following system should be migrated.1. IFMS including cyber treasury2. Customized Insurance solution3. IWDMS Budget part
27	3.2.4/41	41	System should have facility of PSU detail management.	Please elaborate on this - is it required on a daily basis or monthly basis?. If PSU Detail management means a regular	Tool to upload a Financial Statement in prescribed format and status tracking and monitoring. The

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				monitoring of their operations in terms of funds utilization, then it would require an online integration of their systems with IFMS which could be cumbersome. If PSU detail management entails giving the respective PSUs a tool to upload their financial statements on a monthly basis, then it can be done using the Warehouse management. Kindly share the list of information /function required under PSU detail management	system should have also facility to uplod the financial details of Society, trust, missions and independent bodies.
28	3.2.4/44	44	GOI Loans - Matching of payment of GOI loan with E-kuber	We are not clear on 'matching'. Does this mean reconciliation from the Loan feed of the Govt with e-Kuber ? If it's other than this, kindly elaborate.	Yes.
29	3.2.5/46	46	Capability to maintain single model database capturing all personal and job related data of all kinds of employees. All the administrative decisions relating to employees will be taken by HRMS and payment processing will be done by IFMS	1. Clarity on processes to be covered in HRMs tool and ERP tool. Since payment will be from ERP tool but the payroll processing will be done in legacy HRMS. 2. Is the current HRMS on SAP platform ?	1. As per RFP. 2. Yes.
30	3.2.5/48	48	Functionality of issuance of e-token	1. Kindly elaborate on the Process of issuance of e-token and application currently used	Currently physical token is issued which needs to be automized.
31	3.2.5/51, 52	51,52	Pension processing in Treasury including process medical bill of pensioner by proper scrutiny, generation of form C, auto-restore CVP in case of multiple time revision of pay/pension	1. For regular employees, payroll is run in HRMS and payment is expected in New IFMS. For pension, both the payroll run and payment is expected in IFMS. Employee Reports including efficiencies etc. are expected to be	1. Proposed IFMS is specifically meant for Financial Transaction of States while HRMS covers other administrativie areas too. 2. Physical visit was arranged for

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				reported from IFMS. Please let us know if there's a specific reason as to why the existing HRMS systems can't be taken over by COTS if COTS has the capability to do so?2. Kindly elaborate on the Process relating to generation of form C, auto restore CVP and application currently used for it	understanding of all treasury functions including pension.
32	3.2.5/54	54	Management of Group Insurance fund including schedule authority generation, Payment authority generation.	1. Existing application used for this function. 2. Volume of insurance business 3. Are we looking for end to end insurance function and solution or workaround to cater limited requirement	This is specific scheme for Govt. employees and can not be compared with general insurance business. So specific utility mentioned RFP should be developed.
33	3.2.5/56	56	Provision for Implementation of CTS-2010 Cheques	1. Expectation from system for CTS-2010 cheques. Is it cheque printing function or cheque creation	Cheque stationary is provided by bank or getting printed by government. Cheque writing is expected in consolation with CTS 2010. Images of paid cheque need to be received from bank and submit to AG.
34	3.2.5/56	56	E-voucher should conform to Section 5 of IT Act, and must be digitally signed.	1. Process explanation of E-voucher	Visit was arrange for understanding of Treasury function.
35	3.2.8/67	67	Directorate of Insurance including calculation of premium, renewal notices, insured reports, registers etc. and co-insurance business. And legal section with various registers. IPA Claim process with name of scheme and amount	1. Existing application used for this function.2. Volume of insurance business3. Are we looking for end to end insurance function and solution or workaround to cater limited requirement	1. Existing application does not having this function.2. Volume of Insurance business 300 files per Day. Total Size of Database 5GB.Database having in Oracle 10g.Frontend used

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
					JAVA Technology. 3.Yes We are looking for end to end insurance function and solution
36	3.3/91	91	Onsite Maintenance of Product as per SLA	1. Does Onsite mean every Panchayat/Branch etc	As mentioned in RFP.
37	3.6/97-98	97,98	Product modules must support both English and Gujarati. The Application User Interface will be English and Gujarati. Input language will be English however UI and reports will be both English and Gujarati. Budget speech and publication report should be entered in both Gujarati and English. For Gujarati typing Unicode standard (shruti font) shall be used. The number of system should automatically generate from English to Gujarati.	Presently our COTS is unable to support Gujarati - it supports Hindi. It can be enhanced to support Gujarati through tools. But the numerals will always be in English. Is that acceptable?	No. The application should be bilingual. It should support both English and Gujarati.
38	3.8.1 / 99	99,	Complete source code is expected as part of documentation.	Presume for COTS product, the source code will be required only for additional custom effort and not for the whole product. Please confirm	Acceptable. COTS code to implement.
39	8.1/117	117	For interpretation of any clause in the RFP or contract, the interpretation of the Finance Dept. will be final and binding on SI	Can this not be reworded and made as mutual consent ?	Not acceptable.
40	8.2/117	117	The Finance Dept. will allocate work/assignment to the SI.	Should this not be left to the SP to decide on work allocation considering that it's Fixed price project and SI would know best to allocate work within it's team?	No. It will be SI's responsibility to allocate resources to Finance Department.
41	5.2/108	108	Payment Terms – 60% on delivery of paper licenses, 20% on successful installation, and the rest 20% on completion of 3 months of final golive and bug fixing	Need to define paper licenses, also need support from GIL to release 100 % on installation as this needs to be paid to the OEM / COTS vendor	As above

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42	5.3.1/109	109	The FD/GIL shall certify actual implementation	While FD / GIL shall certify actual implementation, the decision on completion of milestone / work done successfully needs to be determined mutually	No Change. As per RFP.
43	6.2.1/111	111	A Penalty of 0.5% of contract value of respective milestone of Software Application per week delay subject to maximum 5%. Software audit/certification shall be carried out at the sole discretion of FD for certifying the performance of the application against the target performance metrics.	This will need to be discussed with service provider for the reasons and justification of delay, then only the same can be applicable	No Change. As per RFP.
44	6.2.2		Operational Related Penalty : Product Availability Downtime required for maintenance, new initiatives undertaken by TSP or for Performance enhancement measures shall not be considered while calculating product availability. All major maintenance shall be carried out in a planned manner after announcing it across the platform. Uptime required is 99.7%. Penalty charged will be : INR 1,00,000 for every 10 hours of downtime at a stretch or in parts on a quarterly basis. And INR 80,000 for every subsequent hour of downtime at a stretch or in parts for total down timemore than 10 hours on a quarterly basis.	This will need to be discussed with service provider for the reasons and justification of delay, then only the same can be applicable	No Change. As per RFP.
45		Page 14 and para 13	Bidder should have demonstrable expertise and experience in providing and customizing COTS. The bidder must have implemented & operationalized such COTS based 3 projects of 12 crore or 2 projects of 15 crores or 1 project of 24 crore in last 5 years	Please clarify is this experience requirement on the proposed COTS product or any other COTS product?	Any COTS product with Finance related modules experience
46		Gene	Functional Requirments	Is there any compliance to be filled	Whenever format is given

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
		ral		in for the Functional requirments specifictions and if so, what is the format in which the same needs to be filled in?	bidder has to give the compliance in particular format. Whenever format is not given, bidder may give the compliance in their own format.
47		Page 30	Under Financial Data Warehouse module - Insurance Module has been mnetioned.	The Insurance module requirement is only from Reporting purpose or transaction processing is also expected. Request you to please check and decide whether the Scope of Insurance can be excluded from this RFP as the requirements and scope of insurance may itslef be construed as a separate poject.	Both reporting and transaction. As per RFP.
48		Page 95	The proposed solution should be on open standard and compatible with other technology. So that, there should not be any proprietary/OEM lock in situation during the 8 years of O & M period excluding COTS, BI, OS and DB.	Request you to please clarify this clause is Not applicable for COTS Solution, BI, Operating system Database.	As per RFP. It is already covey.
49		Page 46	2. Payroll & Employee Database <ul style="list-style-type: none"> • System will have provision to collect employee data from DDO level and HOD level and provide MIS and DSS reports for high department. • System will have various stack holders for data collection and validation like DDO, HOD Department Finance Department These stack holders 'roles are as per below. 	With the SAP HR Solutions are already deployed through SATHI Application, please clarify, whether the Employee database, Payroll computation, Reiebursements should be handled here as well or we will just get the processed file from SATHI and make payments here in this IFMS system.	As RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL																														
50		Page no 35	<ul style="list-style-type: none"> Business Intelligence, Analytics and Reporting Solution a) The Department receives and analyzes a large volume of data such as Employees, Pensioners, Budget forecasting, investments, debts, payments, receipts, etc. 	Can you please let us know the number of users who will be using this Business Intelligence, Analytics and Reporting Solution? Please include The proposed BI tools and reporting solution should be listed in any quadrant of any of the last three years of Gartner / Forrester report, since Database has also been incorporated with similar listing in Gartner/Forrester report in any quadrant.	1. As above. 2. No change.																														
51		Page 139	In case of COTS Product (ERP Solution) cost of product for 30000 users	Can you please let us know the number of users for the following primarily from HW Sizing perspective. Users who will be using the Planning and Budgeting solution; Users who will be using Core Finance solution for Payments, Receipts; Debt Management; Ways and Means management; Users who will be using for Pension processing and Insurance and Audit Management; No of Pensioners whose payments to be processed; Other category of Users not listed above.	<table border="1"> <thead> <tr> <th>Sr No</th> <th>Module Name</th> <th>Number of User</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Grant Distribution</td> <td>843</td> </tr> <tr> <td>2</td> <td>Online Bill Processing (OBP)</td> <td>11515</td> </tr> <tr> <td>3</td> <td>Treasury Bill Processing (TBP)</td> <td>1142</td> </tr> <tr> <td>4</td> <td>PAO MLA Bills</td> <td>1</td> </tr> <tr> <td>5</td> <td>Expenditure and Receipt Accounting (ERA)</td> <td>1197</td> </tr> <tr> <td>6</td> <td>Earnest Money Deposit (EMD)</td> <td>614</td> </tr> <tr> <td>7</td> <td>Personal Deposit and Personal Ledger Account (PDPLA)</td> <td>1261</td> </tr> <tr> <td>8</td> <td>Stamp Processing</td> <td>413</td> </tr> <tr> <td>9</td> <td>Cheque Inventory (CI)</td> <td>416</td> </tr> </tbody> </table>	Sr No	Module Name	Number of User	1	Grant Distribution	843	2	Online Bill Processing (OBP)	11515	3	Treasury Bill Processing (TBP)	1142	4	PAO MLA Bills	1	5	Expenditure and Receipt Accounting (ERA)	1197	6	Earnest Money Deposit (EMD)	614	7	Personal Deposit and Personal Ledger Account (PDPLA)	1261	8	Stamp Processing	413	9	Cheque Inventory (CI)	416
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S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL																																																
					<table border="1"> <tr> <td>10</td> <td>Letter of Credit (LC)</td> <td>1425</td> </tr> <tr> <td>11</td> <td>Employee Census</td> <td>5084</td> </tr> <tr> <td>12</td> <td>Pension Payment (PPO)</td> <td>1052</td> </tr> <tr> <td>13</td> <td>Pay Fixationv (PF)</td> <td>12052</td> </tr> <tr> <td>14</td> <td>DPPF-GPF</td> <td>31</td> </tr> <tr> <td>15</td> <td>DPPF-HBA/MCA</td> <td>25</td> </tr> <tr> <td>16</td> <td>DPPF-NPS</td> <td>30</td> </tr> <tr> <td>17</td> <td>DPPF-PP</td> <td>217</td> </tr> <tr> <td>18</td> <td>LF-PP</td> <td>126</td> </tr> <tr> <td>19</td> <td>LF-MPR</td> <td>2</td> </tr> <tr> <td>20</td> <td>LF-PVU</td> <td>160</td> </tr> <tr> <td>21</td> <td>Pay Verification Unit (PVU) - Central</td> <td>19</td> </tr> <tr> <td>22</td> <td>Debt Management Office (DMO)</td> <td>5</td> </tr> <tr> <td>23</td> <td>Cyber Treasury Portal (CTP)</td> <td>31</td> </tr> <tr> <td>24</td> <td>DSS/MIS</td> <td>5068</td> </tr> <tr> <td></td> <td>Total</td> <td>42729</td> </tr> </table>	10	Letter of Credit (LC)	1425	11	Employee Census	5084	12	Pension Payment (PPO)	1052	13	Pay Fixationv (PF)	12052	14	DPPF-GPF	31	15	DPPF-HBA/MCA	25	16	DPPF-NPS	30	17	DPPF-PP	217	18	LF-PP	126	19	LF-MPR	2	20	LF-PVU	160	21	Pay Verification Unit (PVU) - Central	19	22	Debt Management Office (DMO)	5	23	Cyber Treasury Portal (CTP)	31	24	DSS/MIS	5068		Total	42729
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52		119	8.10.2. For COTS Product the full IPR of the customized/developed solution for thisproject shall rest with the FD except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat; hence such IPR will rest in Government of Gujarat. In case of COTS Product the state Government has right to retain customization layer and should the agreement with service provider and to further develop. Therefore, Government of	We will not be able to accommodate this clause please note the product/ services involved belong to SAP, further if there is any developing/customizing the same is to meet the scope of the work and no other intent. Hence, any SAP materials, and all Intellectual Property Rights embodied therein, shall be the sole and exclusive	No Change. As per RFP.																																																

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			<p>Gujarat will hold IPR of the customized COTS solution. The same would be applicable to copyrights. The TSP shall sign any/all the documents in this regard and will get necessary undertaking to this effect from the COTS OEM. The Gujarat Government further intends use customized COTS back to the COTS OEM to enable it to use in Government organizations in other States or in organizations in Government of India. The COTS OEM will have to agree to this arrangement and wherever, the COTS OEM uses Govt. of Gujarat customized COTS solution or gets additional projects of Department of Electronics & IT, Govt. of India or any other state government, it will have to pay to Government of Gujarat a license fee / access fee / sharing fee /royalty of 20% of project fees collected towards the customized solution (License fees collected towards database licenses, Operating System licenses, COTS will not be included for sharing) from the tendering authority or the TSP (Total Solution Provider) is included) of such projects. At the time of awarding contract, authorized representative of COTS OEM will have to sign a separate contract agreement to such an extent with Govt. of Gujarat. The TSP has to get such an undertaking from the OEM at the time of filing this bid and hand over the source code, Meta data details etc. to the Finance Department at different stages of customization and before release of final payment on completion of training and roll out of software.</p>	<p>property of SAP, SAP SE (the parent company of SAP) or its or their licensors. Except for the rights set forth in the SAP SOFTWARE LICENSE AND SUPPORT AGREEMENT General Terms and Conditions, Licensee is not permitted to modify or otherwise make derivative works of the Software or other SAP Materials. Also for IFMS projects since SAP will bid through their SI license fee/access fee/sharing fee/royalty of 20% of project fees will not be applicable. This is only applicable to SI who get this IFMS project and replicate the same in other departments, or any other Govt. Entity provided they agree.</p>	

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
53		119	8.10.3. The Finance Department shall have the unrestricted right to deploy or use New IFMS application software and the documentation related thereto, in any Gujarat state government department, at no cost to client.	Requested to please specify exact nos of users going to use this IFMS application apart from Finance department .	Bidder may envisaged based on existing users and provisioned for next 8 year.
54		91	Currently, Govt. of Gujarat is in process of Selection of Agency for Supply, Installation, Commissioning and Support of Cloud Enabled Infrastructure at GSDC, Gandhinagar on behalf of Department of Science & Technology, Government of Gujarat (RFP NO.: GIL\DST\SDC_Cloud\2016-17 dated 24.03.2017) which is available on https://gil.gujarat.gov.in/tendercms/TenderDocs/201722118593593.pdf The existing infrastructure and future environment details is available in the RFP. The New IFMS solution will be hosted on this cloud infrastructure. For storage, EMC VMA 200K storage will be provided.	HW provisioning as required for the implementation - HANA appliances will be provided as part of this infra-structure - Please clarify. Also please clarify whether the current infrastrucure provided at Gcloud data centre of Cisco are scalable and HANA certified or not and if required by SAP whether this would be scalable or not. Secondly please clarify whether the operating System required to run SAP applications will be provided by Finance department or not or whether it will be responsibility of SI.	As per RFP
55		93	Document Management System: In a government application like IFMS, it must deal with lots of documents & contents across various section of the overall IFMS application. Hence it is not just the holding the content at one place, but it is also how effectively the complete management of enterprise content from its capture and disposition. Thus, delivering contextual information to business stakeholders for improved collaboration, smarter decision making and enhanced customer satisfaction is of prime importance.	Please clarify the number of users who will be using this DMS system? Please also clarify a third party product can be used for this purpose?	All users of IFMS. The DMS should be as per standard mentioned in the RFP. Bidder may used the third party product. However, the entire responsibility including implementation, integration, upgrade, updates will be lie with bidders.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
56		37	The proposed database should be listed in any quadrant of any of last three years of Gartner report. The data should be stored in minimum 128 bit encryption mechanism. The user credential should also be stored in database in encrypted format	Requested to please amend the clause as under. The proposed database should be listed in any quadrant of any of last three years of Gartner/Forrester report. The data should be stored in minimum 128 bit encryption mechanism. The user credential should also be stored in database in encrypted format	The proposed database should be listed in latest report of Gartner/Forester. The data should be stored in minimum 128 bit encryption mechanism. The user credential should also be stored in database in encrypted format.
57		95	After completion of 8 years and at the time of handover-takeover, SP has to provide the application with latest technology version, update and upgrades.	It is also mandatory for both COTS and Bespoke solution within 8 years time frame also SP/ SI needs to provide details on technical upgrades, version upgrade and updates also. This should not be limited to that after completion of 8 years support and at the time of handover only SP has to provide application with latest technology version, updates and upgrades as this will restrict Finance Department and GIL to get the latest version or any specific updates released during 08 year time frame related to application, Database and any other platform used for this project. Bidder has to provide all latest updates, releases on the product given and it is up to FD and GIL to decide whether to implement or not.	It will be applicable to both COTS as well as bespoke development.
58		22	4. Database Exchange Facility	Please explain the requirement and the facilities expected.	It is interface/integration between two systems for exchange data.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
59		28	1) Integration between the treasury system and the stakeholder departments for real time transfer of information.	Existing systems are running in which platform and what are all the dbms are involved and what kind of data to be transfer in realtime. (example: files, images, database transactions)	Existing IFMS Platform: J2EE, Database MySQL, Insurance Solution: Database: Oracle 10g. Frontend: JAVA. IWDMS: J2EE, Database: Oracle
60		97	SP shall be responsible for management of the database during the contract period. While rolling out the project, it is envisaged that historical data of Existing IFMS will be migrated in New IFMS. The SP will be responsible for capturing that data. Currently the size of the database of existing IFMS is 1.8 TB and CTP is 73 GB.	Please clarify the data size of the proposed new system Does it require all history data from IFMS 1.8 TB and CTP 73 GB to be migrated to the new system?	IFMS 2 TB and CTP 100 GB Insurance 5 GB and IWDMS Budget 1 GB should be migrated.
61		97	The selected Service Provider is required to migrate all the existing data available with Department in the digitized format of the existing applications (IWDMS & IFMS, CTP, etc.) if required, in its current database to the new system to be hosted at State Data Centre at free of cost. Cost for data migration from existing application should not be included in the price bid.	IFMS and CTP data sizes already given in the above clause. What is the data size of IWDMS. The scope of this RFP is only for IFMS and what is the logic of dong Data Migration of other systems like IWDMS and CTP to the system to be hosted at State Data Center without any cost?	The Cyber Treasury Portal is a part of IFMS itself. Only it is maintained in separate server. IWDMS application is contain budget related data. So only those budget related data needs to be migrated.
62		16	The bidder must get and present an undertaking duly signed by authorized signatory of the COTS OEM to convey OEM's acceptance to the following arrangement "The COTS OEM provider agrees to provide the additional user licenses with following conditions:Additional licenses shall be provided at a discount to the quoted price in this bid subject to following discount schedule:• 30000 user licenses: As per price quoted in financial bid (The unit price of the same will be calculated accordingly as: Unit	This will be applicable as per standard SAP End User license agreement.Requested to please amend the clause accordingly. Price hold cannot be given for more than 03 years. Requested to please modify the clause.	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			Rate= Quoted Rate for 30,000 users/30000 and similar method for calculation of unit rate for ATS/AMC for 8 years will be applicable)• For purchase of additional licenses quantity from 30001 to 50000, bidder has to provide 50% discount on unit quoted price on incremental quantity• For purchase of additional licenses quantity from 50,001 and above bidder has to provide 80% discount on unit quoted price on incremental quantity		
63		16	Besides the cost of COTS licenses, if there are other items in the bid document which also attract costs based on quantity of user licenses then all such licenses shall attract discounts as mentioned above in their lump sum onetime cost or in their annual licensing costs. The TSP shall give this undertaking in respect of such quantities which are chargeable by him. The discount shall be computed against the price quoted in the Financial Bid of this RFP. Further the quantity indicated above includes such licenses bought by other Government organizations, inside and outside Gujarat, which go in for rapid roll out of IFMS either pursuant to an agreement with the state of Gujarat or pursuant to decision by the Department of electronics and IT, Government of India under National e-Governance Plan or under any other scheme for rapid roll out. The discount shall apply on incremental quantity and not on the cumulative quantity. Such undertaking will have to be taken from the OEM and to be submitted by the TSP along with the Bid.	This is not acceptable to us . Any new department outside finance department Gujarat will be treated as new entity for license agreement and implementation . All user license are given based on entity created. All the fresh implementation or roll out of the licenses will be considered as new and seperate license agreement only.	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
64		19	The Finance Department shall have the unrestricted right to deploy or use New IFMS application software and the documentation related thereto, in any Gujarat state government department, at no cost to client. State Government may choose to carry out the customization of the software, after the expiry of the post implementation support, by any way they want.	This will be applicable as per standard SAP licensing policy for which the Finance Department is entitled to . Requested to please amend the clause. For the customization part after post implementation support period of 08 years , respective SI has to give binding.	No Change. As per RFP.
65		31	• Pension module	Please let us know whether the Pension module will be covered n the SATHI or will need to be scped under this project.	Pension processing from end to end will carry out in IFMS 2.0.
66		132	Manufacturer authorization Form	SAP will provide Standard MAF to its bidding SI, other documentation regarding warranty, development centre, source code will be given as SAP standard OEM self-certification format. Requested to please clarify.	As per revised Format.
67		72	Panchayat Finance Management System	Please specify nos of PFMS user, Village, Taluka and District for both PFMS applications and BI user	PFMS users- approx-8000 users, BI users- approx-43 users.
68		132/ 133	Documentation from OEM for COTS	Any other specific document if required by FD will be given by SAP on its own Self certification format given by	Whenever format is given bidder has to give the compliance in particular format. Whenever format is not given, bidder may give the compliance in their own format.
69		108	Payment Terms on COTS licenses for ERP,DB and OS,BI tools	Requested to amend payment terms clause as under: 1) 80% payment of delivery of Paper licenses 2) 10% payment on	As above

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				Successful Installation3) 10% payment on completion of 03 months of final go live	
70	3.2.2. Approach of SP for adopting the Solution	33	Bidder should have to submit the propose Bill of Material for New IFMS with details required minimum number of Cores, Memory etc as a part of technical bids.	We believe that, SI has to do hardware sizing only and department will provide required hardware (Server, Storage Backup solution with backup software, Firewall, SLB, Network Devices, Security devices etc.) to host the application at DC and DR site. Please confirm.	Yes. It will be provided by GoG.
71	The key components of the scope of work of the Service Provider include	36	b) Procurement, commissioning and maintenance of any enabling hardware, storage, system software, manpower etc. for the BI solution.	Is supply of Hardware for BI solution is in bidder's scope of work? Or it will be provided by department Please confirm.	Yes.
72	3.3. Operation & Maintenance Support	91	Monitoring & Reporting Server/ System performance	Is bidder has to supply licenses (EMS) for Monitoring & Reporting Server/ System performance?	Department will provide the same. However, the monitoring has to done by selected bidder.
73	3.3. Operation & Maintenance Support	91	Monitoring & Reporting Server/ System performance	Who will be responsible for server OS installation, management & Administration?	Bidder shall be responsible for server OS installation, management and administration.
74	3.3. Operation	91	Monitoring & Reporting Server/ System performance	Is bidder has to supply licenses for Backup and restoration of OS,	Back and restoration software for DC will be

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
	& Maintenance Support - Page No 91			Application and database software at DC & DR Site?	provided by department.
75	3.3. Operation & Maintenance Support		SP bidder shall set up centralized helpdesk at FD (Gandhinagar) to log complaints of the users and issue the log ticket number and communicate the corrective measure. The service management/support request module/tool shall be provided by the SP. SP shall provide Customer support interface with online, telephone and on-site support, and other deliverables as described below. The space for helpdesk facility would be provided by Govt. of Gujarat.	We believe that, IT infra, Telephone line and Space for Helpdesk will be provided by department/Client. Please confirm.	Yes. It will be provided by department.
76	Technical Details:	94	· Portal & Mobile app concurrent users: Expected concurrent users on Internet & Mobile app Portal All Govt. employees other than teachers who involved in financial transaction. o All Class 1 & Class 2 employees of State Panchayato All users of accounting branch of state govt. officeso Citizen who will be paying to govt. treasuries	For Sizing of Hardware, Request you to provide approx total no of users and expected concurrent users for Portal & Mobile APP.	It cannot be envisaged. Bidder has to do provision considering 8 years plan.
77	3.4.2. Bidder shall propose the Operation and Maintenance team for	95	2. Central Site O & M Team: System Administrator, System/Business Analyst, DBA, Security Expert, Network Administrator, Portal Expert, BI Expert and Mobility Expert etc. with BE/MCA/PG in IT having minimum 4 to 6 years of experience in their respective field.	Please confirm the working hourse of Central Site O & M Team Please define the Number of resources required for section 3.4.2 point b, serial no 2 (Central Site O & M Team:) Is bidder has to deploy any manpower at DR Location? Please confirm.	Generally, it will be 10:00 to 19:00. However in month of march it will be 10:00 to 10:00 without any extra cost. In case of any criticality it will be available as and when required.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
	project as follow (cost of the same has to mention in financial bid part 6				
78	General		Digital signature users	Kindly provide the number / count of dept users using digital signatures. We understand that the certificates will be given by the department however this info is required and important for us to provide complete end to end solution. We need numbers/count of dig signature users.	Currently 5000 DSC are in use.
79	General		EMS	We understand that the department will provide all the tool, dependent DB, dependent software , middleware and OS to host the EMS solution. Please confirm.	EMS solution is already hosted in SDC.
80	General		DR	We understand that DR is at delhi/Hyd. Please confirm if it is cloud env or physical standalone infra.	Cloud environment will be provided.
81	General		HRMS and Payroll	Our understanding is that employee data and payroll processing will be done in HRMS system.We need to develop a new HRMS and Payroll System for the for employees OTHER than those	As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				covered by SATHI application. Please confirm. Please define the clear scope of HRMS and Payroll for new IFMS.	
82	General		HRMS and Payroll	Please provide the list of all the modules which needs to be implemented under HRMS	As per RFP.
83	General		HRMS and Payroll	What will be the total no of employees who will be accessing this new HRMS system	Approx. 15000 users will use payroll module. It may be increased in future also.
84	General		HRMS and Payroll	Please provide the total no of employees along with the location details who will be accessing the new proposed payroll.	Approx. 15000 users will use payroll module across the state. It may increase in future also.
85	Pg 46		Data entry module which needs to be developed in NEW IFMS and pay bill, pay fixation, payment bills, disbursement will be processed through NEW IFMS .	Please provide the total no of modules for which we just needs to built up data capturing screens and not the entire process flow.	The entire process flow has to be developed.
86	General		Payroll	Please provide the total no of employees for whom the payroll be generated from the new proposed system	Currently 4.62 lakhs employees are in Govt. Including panchayat and grant in aid school and currently 25000 employees payroll generate from SATHI (current HRMS). No. of employees may increase or decrease
87	General		Payroll	Please provide the concurrency for new proposed HRMS and payroll system	No new HRMS has to develop. All the functionalities will be part of IFMS 2.0

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
88	General		Dev/testing env	<p>Please allow us to do development and internal testing at offshore location.</p> <p>If not allowed then please confirm that HW, SW, Dev space will be provided by Govt for development and internal testing.</p> <p>We assume that the dev/testing infra includes physical space(to seat as many people as proposed by us), furniture, local lan, connectivity to SDC & DR sites, desktops, servers, database, operating system, application server software etc required for app dev and testing will be provided by department. Please confirm.</p>	<p>1. No offshore development.</p> <p>2. Only physical space, furniture, Local LAN, connectivity to DC & DR site, desktop, servers are provided by department. The software like OS, database should be brought by the selected bidder.</p>
89	4.1 Acceptance Criteria		Acceptance Criteria	<p>Standard provision for deemed acceptance must be included to include deemed acceptance in event the FD does not provide acceptance certificate on completion of UAT or starts using the deliverables in live environment before being accepted. Any cost of reworking shall be borne by the bidder if the defect attributable to the bidder.</p>	No Change. As per RFP.
90	5.2 Payment Terms		Payment Terms	<p>Bidder standard payment terms which are Corporate Finance mandate must be included. All payments due for more the credit period (30 days) will attract an interest at the rate of 2 % per</p>	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				month. Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under the contract have been made by the FD.	
91	6.2.2. Penalty Calculations		Penalty Calculations	Overall penalty cap for breach of all applicable service levels (operational, developmental) should be capped at 1% of the total contract value.	No Change. As per RFP.
92	6.2.2. Penalty Calculations		Penalty Calculations	Our submission is that if the delay during implementation phase is solely and entirely attributable to bidder, the LD/penalty be capped at 0.5% of the cost of undelivered goods and services per week, not exceeding 10% of the value of the undelivered goods and services.	No Change. As per RFP.
93	6.2.2. Penalty Calculations		Penalty Calculations	Bidder would like to further submit that it shall not be liable for any penalties if the performance or delay issues is reasons beyond the bidder's control.	No Change. As per RFP.
94	6.2.2. Penalty Calculations		Penalty Calculations	A couple of more standard exceptions to uptime should be included. (a) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to FD such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without the bidder's consent and/	Delay which is not attributable to SP, will not be considered.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				<p>or failure to maintain the site as required by the bidder;</p> <p>(b) the bidder may also request the FD for a shutdown for maintenance purpose, which request will not be delayed or denied unreasonably by the FD;</p> <p>(c) Time taken for booting the system;</p> <p>(d) Time lost due to unavailability of links.</p>	
95	8.10 - Intellectual Property Rights		Intellectual Property Rights	-Only source code of the portion of the solution customized exclusively and specifically for the FD, and associated documentation, shall be transferred to the FD.	No Change. As per RFP.
96	8.10.1		<p><i>The service provider is advised not to bring any software as base layer for future development as a solution. Final solution IPR will be sole and exclusive property of department, except BI tools, OS and DB. Service Provider will have no claim to any base layer or any other component. In bespoke development as well as COTS product the Finance Department shall have full rights of sharing source code with Gujarat State Government Departments/Boards/Corporations./PSUs or other Gujarat's State Government Entity. In case of bidder not offering the COTS (ERP Solution), than the bidder has also to transfer source code so developed for the IFMS project to Government of Gujarat. The source code, fully documented for its architecture will be exclusive property of the Government of Gujarat and the bidder will have no right to use it anywhere else without prior approval of the</i></p>	<p>If we are deploying Bidder proprietary solution/framework, neither can the source-code be handed over to the customer, nor can the FD have full rights to modify. A license agreement will be executed with the customer which will govern the terms of such licensing.</p>	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			<i>Government of Gujarat through the Finance Department. If Government of Gujarat allows to the bidder the use of this source code then it will take 20% of the cost of application development for the subsequent projects as Royalty fee. Considering the rights of government of Gujarat over the source code, the bidder is specifically directed not to use any proprietary layer either of its own ownership or of ownership of others with the source code to deliver the solution for the IFMS project.</i>		
97	8.10.2 - T		The Gujarat Government further intends use customized COTS back to the COTS OEM to enable it to use in Government organizations in other States or in organizations in Government of India. The COTS OEM will have to agree to this arrangement and wherever, the COTS OEM uses Govt. of Gujarat customized COTS solution or gets additional projects of Department of Electronics & IT, Govt. of India or any other state government, it will have to pay to Government of Gujarat a license fee / access fee / sharing fee /royalty of 20% of project fees collected towards the customized solution (License fees collected towards database licenses, Operating System licenses, COTS will not be included for sharing) from the tendering authority or the TSP (Total Solution Provider) is included) of such projects.	Bidder Internal: Pls thoroughly check feasibility and acceptability of the arrangement. If deploying third party COTS, pls ensure back-to-back commitments from the OEM.	Ok.
98	8.10.4			Standard exceptions to bidder's obligation to indemnify against third-party claims of IP infringement must be included.	No Change. As per RFP.
99	8.10.6			Patches, updates, releases shall	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				free of cost only if available so from OEM. Else, the cost as advised by OEM will have to be borne by the FD.	
100	8.11 Inspection/Testing			Reasonable access shall be provided to the FD or, its representatives/ nominated agency to the bidder's locations, facilities and materials to the extent relevant to the services under the contract and provided that FD and its nominated agencies accord appropriate treatment to the bidder confidential and proprietary information. The FD shall ensure that nominated third audit agency/cies or examiners are not direct competitor/s of the bidder.	Ok. FD will take care of it.
101	8.11.2 (e)			Deemed acceptance provision as submitted above will be applicable.	No Change. As per RFP.
102	8.13 Suspension			Breach should be of material obligations.	No Change. As per RFP.
103	8.14 Termination 8.14.1			Termination by default may be invoked with 30 days' notice for failing to perform "material/fundamental" obligations due to reasons solely and entirely attributable to the bidder, with a 30 days period to cure/remedy such breach.	As per answer of query no. 107
104	8.14.2			On termination for convenience at FD's option, it is submitted that a reasonable compensation to meet	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				bidder's agreed commitments should be made by FD.	
105	8.14.3			If the any risk purchase is initiated due to the reasons solely and entirely attributable to the bidder, bidder shall be liable for excess amounts up to 10% of the value of the undelivered goods and services.	No Change. As per RFP.
106	8.14.5 and 8.14.7			"Satisfactory" is a subjective term. In any event of termination, FD shall be obligated to pay for all services rendered by the bidder, and towards reimbursable expenses, up to the effective date of termination.	No Change. As per RFP.
107	8.15 Termination for Default			Termination by default may be invoked with 30 days' notice for failing to perform material/fundamental" obligations due to reasons solely and entirely attributable to the bidder, with a 30 days period to cure/remedy such breach.	(a) The agreement may without prejudice to any other remedy for breach of Agreement, by thirty (30) days advance written notice of default preceded by 30 days' notice, sent to the breaching/defaulting SP be terminated, in whole or part; (i) if SP fails to deliver due to reasons entirely attributable to SP any or all of the services within the periods specified in the RFP, or within any extension thereof granted by FD or if SP fails to perform any other

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
					obligation(s) under the Agreement due to reasons solely and entirely attributable to SP, and if the breach continues even after the notice of thirty days given by the FD to SP to remedy the breach. (ii) By the FD, in the judgment of the FD, SP has engaged in corrupt or fraudulent practices in competing for or in executing the project.
108	8.25 Limitation of Liability		The entire liability of the bidder shall be limited to Maximum (Limitation of liability) = Payment made to the bidder and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department except as may be determined by courts of law under the applicable law and awarded after following the due process of law.	For avoidance of doubt: - Bidder' aggregate liability shall be subject to an overall limit of the fees paid by the FD to the bidder in the 12 month period preceding the date on which the claim arose-Neither party shall be liable to the other for any special, indirect, incidental, consequential, exemplary or punitive damages or any loss of profit or revenue arising under or in connection with the contract, even if such other party has been advised of the possibility of such damages.	In no event shall department liable for any indirect, incidental, special, consequential, reliance or cover damage, loss of profits, revenue, date or in respect of all suits, actions, losses, expenses (including but not limited to legal fees and costs of defence and any Tax thereon) incurred by bidder. However, in no event the total liability of bidder under the project exceed the total fees received by bidder from the Client under this project, as of the date such liability arose.
109	8.27 Maintena			Standard warranty disclaimer shall be included.	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
	nce service including Warranty Support				
110	8.28 Taxes and Duties			All the fees payable to the bidder are exclusive of any sales, use and value added tax, service tax GST, or taxes of similar nature. any such taxes charged thereon by any Applicable jurisdiction, where such taxes are Applicable, FD shall be responsible to pay and reimburse supplier the amount of such taxes. Each party is responsible for its own income taxes and corporate taxes. any revision (upward or downward) of the Applicable taxes and levies (including introduction of new taxes and levies) shall be borne by the FD.	Accepted. The taxes will be applicable extra as per Govt. rule.
111	9.8 Form VIII – Earnest Money Deposit/Bid Security in the form of Bank Guarantee Format			This EMD Format does not have the standard clause which is insisted upon by all banks. Need to add as given hereunder : Notwithstanding anything contained herein above -Our liability under this bank guarantee shall not exceed Rs____/- (Rupees_____ only). -This bank guarantee shall be valid upto -----We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written	As per FD GR

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				claim or demand (and which should be received by us), on or before -----before 14.30 hours (Indian Standard Time) whereafter it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.	
112	9.9 FORM IX - Performance Bank Guarantee			Need to add the clause as under mandated by Bidder Finance:This Bank Guarantee issued by _____Bank, on behalf of Bidder in favor of the FD is in respect of a new Contract dated_____. As communicated by, on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Bidder by the FD, in respect of pervious contracts between Bidder and FD.As communicated by Bidder on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Bidder and FD.	As per FD GR mentioned in RFP.
113	General		New clause proposed: Third-Party Components	Provision for third-party materials which need to be or may be procured additionally by the FD and their licensing terms should be included.	As per RFP.
114	General		New clause proposed: Bidder's Pre-existing Intellectual Property	Detailed provision for ownership of bidder's pre-existing intellectual	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				property must be included.	
115	General		New clause proposed: FD's obligation to indemnify	FD's obligation to indemnify the bidder on claims of infringement arising from FD-provided content/material should be included.	No Change. As per RFP.
116	General		New clause proposed: Termination by Bidder for default by FD	The bidder may terminate the contract by serving a written notice of 30 days to the FD, in the event of any non-payment of any sum which is due and payable to the bidder for the services already rendered, beyond the credit period stated in the invoice and if such default is not cured within the cure period of 30 days stated in the notice of termination.	No Change. As per RFP.
117	General		New clause proposed: Limitation of Liability	The bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services under the contract if such delay or failure is be due to reasons attributable to the FD, third party service providers or reasons beyond the reasonable control of the bidder. The bidder shall take such actions as may be necessary to correct or remedy the failures or delays, and shall be entitled to invoice the FD for additional costs incurred in connection with correction or remedy as above on terms agreed upon.	No Change. As per RFP.
118	General		New clause proposed: Non-exclusivity	Standard non-exclusivity provision	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				must be added.	
119	General		New clause proposed: Employee Non-Solicitation	Employee non-solicitation clause must be incorporated.	No Change. As per RFP.
120	General		New clause proposed: Entire Agreement	Entire agreement provision be incorporated.	No Change. As per RFP.
121	General		New clause proposed: Entire Agreement	Further, need to include: To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in the contract.	No Change. As per RFP.
122	General		New clause proposed: Confidentiality	Either a mutual NDA should be executed or an exhaustive confidentiality clause, with standard exceptions, must be included in the contract. The confidentiality obligations of the parties shall extend for the term of the contract and for a period of two (2) years from the expiration/ termination of the same.	No Change. As per RFP.
123	5.2 Payment Terms ; SI #4		ATS & AMC of COTS for 8 years - Line item 6 and Cost of AMC/ATS of OS, Database Licenses, BI Tools and other readymade software required to run the application line item 7	Payment terms on implementation (18 months duration) - Could you please let us know in which quarter these payment milestones fall and the % in each quarter?	The ATS & AMC payment will be release yearly from the date of Go-Live
124	Section 3.2.2 Approach of SP for adopting the Solution – Page 31		In each phase, the Service provider shall take formal approval of the Department for deliverables (including documentation); only then should the selected service provider commence with the next phase	Please clarify: 1. Whether there would be any 3rd party consultants who will approve the completion of phase 2. Approximate timelines within which the approval would be provided 3. Whether there would be any	1. it will be discretion of finance department. 2. As per RFP. 3. No.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				deemed approval if the approval does not come through after submission of deliverables by the service provider	
125	Section – Functional Requirements – Interface with AG – Page 56		Online Approval of transfer entries submitted by Controlling officers	Pl clarity:1. Whether AG would be direct user of the New IFMS system2. Or the approval will be a offline activity	Yes
126	Functional Requirements – Page 57		Interface with all the future online payment system through web, mobile etc.	Request to elaborate on this point. Please clarify: 1. Whether mobile app is asked for in this case	Yes. At present GoG envisized to give facility to tax payer. In future, for other payments mobile app can be used.
127	Functional Requirement – Page 57		Interface with Works Management of Road and Building Department	Please clarify: 1. What kind of interfacing is expected is not clear. 2. Whether Road and Building department already has some legacy application with which new IFMS application is expected to interface. There is no clarity in this point. Pl elaborate	It is required to integrate with WMS software of R & B department and in future software will be implemented in R & B and Narmada, Water Resources, Water supply and Kalpsar department.
128	Section 3.4 Development and O & M Team – Page 95		During operation and Maintenance period bidders are expected to carry out any no. of change request that is required due to change in functionalities, Act, Rule, GR etc	This should be modified. 8 period of maintenance should be reduced to 5 years. Also change owing to change in functionality should be treated as paid Change Request.	No Change. As per RFP.
129	Section 3.8.1		User Requirement specification documents for all the selected processes.	Please clarify: 1. There should be requirement of	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
	Documentation		System Requirement Specification (SRS) document	only System Specification Requirement document for documenting the functional specification. There should be no requirement of both SRS and URS	
130	Section 3.8.2 Change Management – Training		General	Please clarify:1. Approximate no of days training for each category of trainees2. Approximate batch size for the training3. Will the training have to done at a single location or it has to be done at the different locations4. Whether the logistical support like conference rooms, computers etc. will be provided by customer.	1 As per RFP. 2. batch size will vary from district to district and office to office. 3. As per RFP. 3. At state headquarter Gandhinagar and District Headquarter 4. Yes
131	3.2.2 Approach of SP for adopting the solution RFP: - Page No 34		Payment Gateway and SMS Gateway	Is supply of Payment Gateway and SMS Gateway are in bidders scope of work?	Gateway is provided by the department. Bidder has to do necessary integration.
132	Section 2, 2.1.1	10	“Applicable Law” means the laws and any other instruments having force of law in India from time to time.	Bidder requests modification: - “Applicable Law” means the laws and any other instruments having force of law in India from time to time <u>and applicable to the parties in their capacity during the engagement period.</u>	No Change. As per RFP.
133	Section 2, 2.1.18	10	Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interest, world-wide, whether vested,	Bidder requests modification: - Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent and other	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			contingent or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create, derivative works form, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory or otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.	intellectual and proprietary rights, title and interest, world-wide, whether vested, contingent or future, including without limitation all economic rights <u>and only for the sole purpose of this Agreement</u> , all exclusive rights to reproduce, fix, adapt, modify, translate, create, derivative works form, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense , transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory or otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.	
134	Section 2, 2.5 (9)	14	Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices issued by Government of India or by Government of any other State in India or by Government of Gujarat or any of the PSU in the state of Gujarat in last 5 years at the time of bidding.	Bidder requests modification: - Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices issued by Government of India or by Government of any other State in India or by Government of Gujarat or any of the PSU in the state of Gujarat <u>as on the date of submission of the bid</u> in last 5 years at the time of bidding.	No Change. As per RFP.
135	Section 2, 2.5 (10)	14	Bidder should not have violated / infringed on any Indian or foreign trademark, patent, registered design or other intellectual	Bidder requests modification: - Bidder should not have violated / infringed on any Indian or foreign	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			property rights any time anywhere in India.	trademark, patent, registered design or other intellectual property rights <u>in the last three (3) months</u> any time anywhere in India <u>making the bidder materially unable to deliver its obligations as per the RFP.</u>	
136	Section 2, 2.14.6	18	The EARNEST MONEY DEPOSIT shall be forfeited: a) if a Bidder withdraws its bid during the period of bid validity b) in case of a successful Bidder, if the Bidder fails: i. to sign the Contract as mentioned above or ii. to furnish performance bank guarantee as mentioned above or	Bidder requests modification: - The EARNEST MONEY DEPOSIT shall be forfeited: a) if a Bidder withdraws its bid during the period of bid validity b) in case of a successful Bidder, if the Bidder fails: i. to sign the Contract <u>on mutually agreed terms and conditions</u> as mentioned above or ii. to furnish performance bank guarantee as mentioned above <u>after signing the contract</u> or Bidder would request the Customer to confirm whether the clauses is complete, considering it ends with an 'or', bidder is forced to take a presumption that the clause is incomplete.	No Change. As per RFP.
137	Section 2, 2.19.6	20	Bidder is required to submit the complete proposal along with required forms etc on https://gil.nprocure.com . The proposal shall be exactly according to the presented formats given on the https://gil.nprocure.com . The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing literature pertaining to the bidder should be	Bidder requests modification: - Bidder is required to submit the complete proposal along with required forms etc on https://gil.nprocure.com . The proposal shall <u>be materially conforming to</u> exactly according to the presented formats given on the https://gil.nprocure.com . The	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			enclosed along with the proposal. If enclosed, it may be treated as disqualification.	technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it may be treated as disqualification.	
138	Section 2, 2.19.8	20	The bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidder's risk and shall result in rejection of the proposal.	Bidder requests modification: - The bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidder's risk and shall result in rejection of the proposal.	No Change. As per RFP.
139	Section 2, 2.22	21	During evaluation of bids, GIL may, at its discretion, ask the Bidder for a clarification of its bid. GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as nonresponsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.	Bidder requests modification: - During evaluation of bids, GIL may, at its discretion, ask the Bidder for a clarification of its bid. GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as nonresponsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
140	Section 2, 2.23.2	21	Prior to the detailed evaluation, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning performance security, Warranty, Applicable law and Taxes and duties will be deemed to be material deviations. FD/GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.	Bidder requests modification: - Prior to the detailed evaluation, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning performance security, Warranty, Applicable law and Taxes and duties will be deemed to be material deviations. FD/GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.	No Change. As per RFP.
141	Section 2, 2.23.4	21	Conditional bids are liable to be rejected.	Bidder requests modification: - Conditional bids are liable to be rejected.	No Change. As per RFP.
142	Section 2, 2.25	24	On acceptance of Proposal for awarding the contract, FD/GIL will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be signed. After signing of the Contract Agreement, no variations in or modifications of the terms of the Contract shall be made except by written amendment signed by all the parties.	Bidder requests modification: -On acceptance of Proposal for awarding the contract, FD/GIL will notify the successful bidders in writing that their proposal has been accepted <u>and their deviations are adequately considered by GIL, the</u> Contract Agreement will be signed. After signing of the Contract Agreement,	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				no variations in or modifications of the terms of the Contract shall be made except by written amendment signed by all the parties.	
143	Section 2, 2.27	25	2.27.2. The notification of award will constitute the formation of the Contract. 2.27.3. Upon the successful Bidder's furnishing of performance security FD/GIL will promptly notify each unsuccessful Bidder.	Bidder requests modification: - 2.27.2. The notification of award will constitute the formation of the Contract. 2.27.3. Upon the successful Bidder's furnishing of performance security FD/GIL will promptly notify each unsuccessful Bidder.	No Change. As per RFP.
144	2.28.2	25	Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to FD and send copy to GIL.	Within 15 days of receipt of the Contract Form, the successful bidder <u>post mutual discussion and agreement on contract terms and conditions</u> shall sign and date the contract and return it to FD and send copy to GIL.	No Change. As per RFP.
145	3.2	32	SP has to migrate the existing data from any existing applications (IFMS, Cyber Treasury, DoI, etc.). Cost for data migration from existing application should be included in the price bid	Data to be made available in SI required format for purpose of migration.	No Change. As per RFP.
146	3.2(5	32	During the 8 years of O & M period anymigration activities required to carry out due to change in Infrastructure, Software etc should be done by bidder at no extra cost.	During the 8 years of O & M period anymigration activities required to carry out due to change in Infrastructure, Software etc should be done by bidder via change request mechanism at no extra cost.	No Change. As per RFP.
147	3.4	95	Operation and Maintenance Period bidders are expected to carry out change that is required due to change in functionalities, Act, Rule, GR etc. during the 8 years of	Any changes required due to changes in Act, rule etc to be taken forward based on change request mechanism. Pl confirm	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			Operation and Maintenance period with the help of above mentioned team. No additional payment will be made during O & M period. During the course of O & M, bidder may suitably- deploy more resources, if required to perform any changes in the developed application		
148	5.1	107	T-Date of award of contract	Bidder request to revise the project start date as within 30 days of contract signing.	No Change. As per RFP.
149	5.2	109	Payment Terms	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. Delayed payments shall incur interest at the rate of 1.5% per month.If whole or any part of the fees and other payments remain outstanding for 90 days after the same have become due, Wipro shall at its sole discretion, be entitled to discontinue the provision of services.	No Change. As per RFP.
150	6.2.1	111	A Penalty of 0.5% of contract value of respective milestone of Software Application per week delay subject to maximum 5%.	A Penalty of 0.5% of Deliverables in delay contract value of respective milestone of Software Application per week delay subject to maximum 5% of <u>deliverable in delay for reasons purely attributable to SI within two weeks after the period specified in the Contract or such extended period at may be agreed mutually</u> .The mentioned penalty	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				shall be the sole and exclusive remedy to Customer for the delay. Delay not attributable to the IA will be considered for exclusion for the purpose of computing liquidated damages.	
151	6.2.1	111	If the bidder is not adhering to the individual milestones as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks, at the sole discretion of FD. If delay exceeds maximum delay weeks at the particular milestone, FD may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.	A Penalty of 0.5% of Deliverables in delay contract value of respective milestone of Software Application per week delay subject to maximum 5% of <u>deliverable in delay for reasons purely attributable to SI within two weeks after the period specified in the Contract or such extended period at may be agreed mutually</u> . The mentioned penalty shall be the sole and exclusive remedy to Customer for the delay. Delay not attributable to the IA will be considered for exclusion for the purpose of computing liquidated damages.	No Change. As per RFP.
152	6.2.2	111	Software uptime- As per RFP	Customer may levy penalty in the event Vendor default in adherence of the Threshold Service level, for reason attributable to Vendor, during the contract period. Vendor agrees to maintain Threshold of 90% as per the agreed SLA during the tenure of the contract. Parties shall compute the SLA achievement on a Quarterly basis. Customer may levy penalty, in case default in meeting the	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				agreed Threshold Service level @ 1 % of the quarterly value for every percentage of default subject to maximum of aggregate and cumulative penalty of 5% of Quarterly Value. For the purpose of this clause, quarterly value shall be annual value of the respective year, for the respective category divided by four. However, it is agreed that no Penalty shall be levied for initial period of 3 Months	
153	6.2.5	113	Operational Related Penalty for Handholding Support-As per RFP	Penalty on resources availability or absentism should be deleted, as this is FPP project. Request deletion.	No Change. As per RFP.
154	Section VIII, 8.1	117	These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the FD shall be final and binding on the SI.	Bidder requests modification: - These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the FD shall be final and binding on the SI.	No Change. As per RFP.
155	Section VIII, 8.3	117	SP is not permitted to out-source or share contractual obligation with any other party of the work assigned to the SP. However, in case of any explicit requirement, Finance Department may permit SP to out-source services or part of services for execution of their contractual obligation. The payment, however, shall be made to the SP, which has a valid contract with the concerned Finance	Bidder requests modification: -SP is not permitted to out-source or share contractual obligation with any other party of the work assigned to the SP without the prior consent of the Finance Department. However, in case of any explicit requirement, Finance Department may permit SP to out-	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			Department.	source services or part of services for execution of their contractual obligation. The payment, however, shall be made to the SP, which has a valid contract with the concerned Finance Department.	
156	Section VIII, 8.10.2	119	For COTS Product the full IPR of the customized/developed solution for this project shall rest with the FD except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat; hence such IPR will rest in Government of Gujarat. In case of COTS Product the state Government has right to retain customization layer and should the agreement with service provider and to further develop. Therefore, Government of Gujarat will hold IPR of the customized COTS solution. The same would be applicable to copyrights. The TSP shall sign any/all the Documents in this regard and will get necessary undertaking to this effect from the COTS OEM. The Gujarat Government further intends use customized COTS back to the COTS OEM to enable it to use in Government organizations in other States or in organizations in Government of India. The COTS OEM will have to agree to this arrangement and wherever, the COTS OEM uses Govt. of Gujarat customized COTS solution or gets additional projects of Department of Electronics & IT, Govt. of India or any other state government, it will have to pay to Government of Gujarat a license fee / access fee / sharing fee / royalty of 20% of project fees	Bidder requests modification: -For COTS Product the full IPR of the customized/developed solution for this project shall rest with the FD except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat; hence such IPR will rest in Government of Gujarat. <i>In case of COTS Product the state Government has right to retain customization layer and should the agreement with service provider and to further develop.</i> Therefore, Government of Gujarat will hold IPR of the customized COTS solution. The same would be applicable to copyrights. The TSP shall sign any/all the Documents in this regard and will get necessary undertaking to this effect from the COTS OEM. The Gujarat Government further intends use customized COTS back to the COTS OEM to enable it to use in Government organizations in other States or in organizations in Government of India. The COTS	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			<p>collected towards the customized solution (License fees collected towards database licenses, Operating System licenses, COTS will not be included for sharing) from the tendering authority or the TSP (Total Solution Provider) is included) of such projects. At the time of awarding contract, authorized representative of COTS OEM will have to sign a separate contract agreement to such an extent with Govt. of Gujarat. The TSP has to get such an undertaking from the OEM at the time of filing this bid and hand over the source code, Meta data details etc. to the Finance Department at different stages of customization and before release of final payment on completion of training and roll out of software.</p>	<p>OEM will have to agree to this arrangement and wherever, the COTS OEM uses Govt. of Gujarat customized COTS solution or gets additional projects of Department of Electronics & IT, Govt. of India or any other state government, it will have to pay to Government of Gujarat a license fee / access fee / sharing fee / royalty of 20% of project fees collected towards the customized solution (License fees collected towards database licenses, Operating System licenses, COTS will not be included for sharing) from the tendering authority or the TSP (Total Solution Provider) is included) of such projects. At the time of awarding contract, authorized representative of COTS OEM will have to sign a separate contract agreement to such an extent with Govt. of Gujarat. The TSP has to get such an undertaking from the OEM at the time of filing this bid and hand over the source code, Meta data details etc. to the Finance Department at different stages of customization and before release of final payment on completion of training and roll out of software.</p>	
157	Section VIII, 8.11.2 (c)	120	FD's right to inspect, test and, where necessary, reject the software / deliverable after the software deployment at Project Site	Bidder requests modification: - FD's right to inspect, test and, where necessary, reject the	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			shall in no way be limited or waived by reason of the software previously been inspected, tested and passed by FD for its representative prior to the software deployment.	software / deliverable after the software deployment at Project Site shall in no way be limited or waived by reason of the software previously been inspected, tested and passed by FD for its representative prior to the software deployment.	
158	e	120	An average uptime efficiency of 99% for the duration of test period shall be considered as satisfactory. On successful completion of acceptability test and after FD is satisfied with the working of the software on the, the acceptance certificate of FD will be issued.	Bidder requests the following to be added: <u>-However, it stands clarified that the Services and/or deliverables shall be deemed to be fully and finally accepted by the Finance Department in the event when the Finance Department has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when the Finance Department uses the Deliverable in its business, whichever occurs earlier.</u>	No Change. As per RFP.
159	8.12.1/ 8.12.2	Change Request Order	During the development and O & M phase, any change in scope of work, or in design and development of Decision Support systems (DSS) or of Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document	Not Ok. Any changes in scope of work, DSS etc to be taken forward based on change request mechanism.	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
160	8.12.4	Change Request Order	<p>Training of personnel of the FD in terms of hours/subjects will be without any additional cost.</p> <p>c) The bidder should be responsible for changes in the New IFMS system user Interface and due to change of legal/statutory/GR/Any ACT etc. changes issued by govt. time to time during the contract period.</p>	<p>Bidder requests modification: -</p> <p>c) The bidder should be responsible for changes in the New IFMS system user Interface and due to change of legal/statutory/GR/Any ACT etc. changes issued by govt. time to time during the contract period.</p> <p><u>It stands clarified that the bidder shall not be bound to perform any additional services without the execution of a mutually agreed Change Order.</u></p>	No Change. As per RFP.
161	8.12.5	Change Request Order	Any change during the operation and maintenance period should not be considered as a change request. However, the bidder has to deploy Team mentioned in this RFP for any changes in the application	Request deletion	No Change. As per RFP.
162	8.13	121	FD may, by written notice to SI, suspend all payments to the SP hereunder if the SP fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension	We request deletion of this clause as it does not provides opportunity to the SP to clarify. The payments to be made for all the work done and products delivered are to be made to SP based on milestones as mentioned in payment terms. If whole or any part of the fees and other payments remain outstanding for 90 days after the same have become due, Wipro shall at its sole discretion, be entitled to discontinue the provision of services.	No Change. As per RFP.
163	8.14.5	122	Services satisfactorily performed and reimbursable expenditures prior to the	Services satisfactorily performed, <u>products delivered</u> and	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			effective date of termination	reimbursable expenditures <u>including work in progress till the</u> prior to the effective date of termination	
164	Section VIII, 8.14	121	Under the Contract, FD may, by written notice terminate the SP in the following ways:8.14.1. Termination by Default for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to timeschedule.8.14.2. Termination for Convenience: FD by written notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for FD's convenience, the extent to which performance of the SP under the Contract is terminated, and the date upon which such termination becomes effective.	Bidder requests modification: - Under the Contract, FD may, by written notice terminate the SP in the following ways:8.14.1. Termination by Default for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to timeschedule <u>provided a cure period of at least thirty (30) days is given to the bidder to remedy the default/breach and only in case the bidder fails to cure such default/breach shall the Finance Department have the right to terminate the contract.</u> 8.14.2. Termination for Convenience: <u>Either party may</u> FD by written notice <u>of at least ninety (90) days</u> sent to <u>the other party</u> SI , may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is <u>for that party's</u> FD's convenience, the extent to which performance of the SP under the Contract is terminated, and the date upon which such termination becomes effective.	As above

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
165	Section VIII, 8.15	122	8.15.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part: 8.15.2. if the bidder fails to deliver any or all of the product as per the delivery schedule including installation, Final acceptance test & commissioning mentioned in the bid, or within any extension thereof granted by the Purchaser or 8.15.3. if the Bidder fails to perform any other obligation(s) under the Contract/Purchase order. 8.15.4. If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.	Bidder requests modification: - 8.15.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part: 8.15.2. if the bidder fails to deliver any or all of the product as per the delivery schedule including installation, Final acceptance test & commissioning mentioned in the bid, or within any extension thereof granted by the Purchaser or 8.15.3. if the Bidder fails to perform any other material obligation(s) under the Contract/Purchase order. 8.15.4. If the Bidder, in the judgment of a court of competent jurisdiction the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Provided a cure period of at least thirty (30) days shall be given to the bidder to remedy the breach/default. In the event of such termination, the bidder shall be paid for all the goods delivered and services rendered up to the effective date of termination.	No Change. As per RFP.
166	Section VIII, 8.16	123	c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the FD in Section 3. d) "Coercive Practices"	Bidder requests modification: -c) "Unfair trade practices" means intentional supply of services completely different from what is	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			<p>means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.8.16.2. Will reject a proposal for award, if it determines that the bidder recommended for award by FD to having been engaged in corrupt, fraudulent or, unfair trade practices and coercive practices.8.16.3. Will declare a SP ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the SP has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract.</p>	<p>ordered on, or change in the Scope of Work which was given by the FD in Section 3.8.16.2. Will reject a proposal for award, if <u>a court of competent jurisdiction</u> determines that the bidder recommended for award by FD to having been engaged in corrupt, fraudulent or, unfair trade practices and coercive practices.8.16.3. Will declare a SP ineligible, either indefinitely or for a stated period of time, for awarding the contract, if at any time <u>a court of competent jurisdiction</u> determines that the SP has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract.</p>	
167	Section VIII, 8.17.2	123	<p>For purposes of this clause “Force Majeure” means an event beyond the control of the SP and not involving the SI’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the FD regarding Force Majeure shall be final and binding on the SI.</p>	<p>Bidder requests modification: -For purposes of this clause “Force Majeure” means an event beyond the control of the SP and not involving the SI’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the FD regarding Force Majeure shall be final and binding on the SI.</p>	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
168	Section VIII, 8.24.2	124	<p>In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held in India at Gandhinagar and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. Arbitration clause shall be only applicable in case of dispute arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach relating to PHI carried out by either bidder organization itself or its employees. Both the parties agree the jurisdiction of Adjudicating Authority, Gujarat state and Cyber Appellate Tribunal, New Delhi under Information Technology Act, 2000 (including</p>	<p>Bidder requests modification: -In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred <u>to a sole arbitrator who shall be appointed upon mutual consent of both the parties</u> to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held in India at Gandhinagar and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the</p>	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			any amendments therein) in case of any contraventions, security and confidentiality breaches.	preparation, presentation shall be borne by the party itself. Arbitration clause shall be only applicable in case of dispute arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach relating to PHI carried out by either bidder organization itself or its employees. Both the parties agree the jurisdiction of Adjudicating Authority, Gujarat state and Cyber Appellate Tribunal, New Delhi under Information Technology Act, 2000 (including any amendments therein) in case of any contraventions, security and confidentiality breaches.	
169	Section VIII, 8.22	125	The contract period will be Development + 8 years O & M after the Go-Live of Application. However the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 3 Years and 5 years. The SP agrees that in any case SP shall not terminate the contract. However, the department reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.	Bidder requests modification: -The contract period will be Development + 8 years O & M after the Go-Live of Application. However the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 3 Years and 5 years. The SP agrees that in any case SP shall not terminate the contract. However, the department reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				compliance.	
170	Section VIII, 8.25	125	The entire liability of the bidder shall be limited to Maximum (Limitation of liability) = Payment made to the bidder and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department except as may Request for Proposal Finance Department Government of Gujarat Confidential 126 of 142 be determined by courts of law under the applicable law and awarded after following the due process of law.	Bidder requests modification: -The entire liability of the bidder, irrespective of the type of claim, shall <u>be limited to the consideration received by the bidder in three (3) months preceeding the date when the claim first arose</u> Maximum (Limitation of liability) = Payment made to the bidder <u>and notwithstanding anything contained elsewhere, neither party shall be liable for any</u> explicitly exclude all direct, indirect and consequential losses impact, etc. <u>to the other party</u> Department except as may Request for Proposal Finance Department Government of Gujarat Confidential 126 of 142 be determined by courts of law under the applicable law and awarded after following the due process of law.	As above.
171	8.28	126	Taxes	Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new taxes or reduction in rate of taxes or abolition of existing taxes, shall be borne by the Customer.	As above.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
172	Form VI - Self Declaration	130	<p>We agree to abide by this bid for a period of 180 days after the date fixed for opening of Price Bid section under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in Gujarat namely Prevention of Corruption Act 1988. We understand that you are not bound to accept the lowest or any bid you may receive. We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 3 years, ending on 31st March, 2017 in Gujarat. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn. We have not been convicted for any criminal cases(s) by any of the Govt. Department or its PSU in Gujarat regarding any supply and contracts with our firm/company. We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU. In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract</p>	<p>Bidder requests modification: -We agree to abide by this bid for a period of 180 days after the date fixed for opening of Price Bid section under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in Gujarat namely Prevention of Corruption Act 1988. We understand that you are not bound to accept the lowest or any bid you may receive. We are currently not have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Central/State Govt. Department or its PSU as on the date of submission of the bid in the past 3 years, ending on 31st March, 2017 in Gujarat. We have not imposed any condition in conflict with the tender condition if</p>	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				<p>it is found it should be treated as withdrawn. We have not been convicted for any criminal cases(s) by any of the Govt. Department or its PSU in Gujarat regarding any supply and contracts with our firm/company such that the conviction renders us impossible to provide services as per the RFP. We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU. In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract</p>	
173	Affidavit	138	<p>1) All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same. 3) All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority. 7) My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India /</p>	<p>Bidder requests modification: -1) All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same. 3) All the Certificates / Permissions / Documents / Permits / Affidavits are, to the best of my knowledge and understanding, valid and current as on date and have not</p>	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			<p>Board / Corporation / Government Financial Institution in context to purchase procedure through tender.11)I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.13)I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.14)My / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .15)I / We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.16)In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.</p>	<p>been withdrawn / cancelled by the issuing authority.7) My / Our firm is has not been banned / debarred / black listed as on the date of submission of the bid at least for three years(excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.11)I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.13)I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.14)My / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .15)I / We hereby</p>	

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				<p>commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.16)In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us</p>	
174	NA	NA	To be added	<p>Bidder assumes that the sites shall be kept ready for installations and acceptance well before deliveries. However, in case the installation/ acceptance gets delayed beyond 15 days of delivery, due to sites not ready or any other reason attributable to the customer, the equipment/Software shall be deemed to have been installed and commissioned for the purpose of payment, warranty, title transfer or any other related clause.</p>	No Change. As per RFP.
175	NA	NA	To be added	<p>Deliverables will be deemed to be fully and finally accepted by Customer in the event Customer has not submitted such Deliverable Review Statement to Implimentation Partner before the expiration of the 15-day review period, or when Customer uses the Deliverable in its business, whichever occurs earlier (“Deemed Acceptance”).</p>	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
176	NA	NA	To be added	Either party may request a change order (“Change Order”) in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Implementation Partner will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. Absent a signed Change Order, Implementation Partner shall not be bound to perform any additional services. The parties agree to negotiate in good faith all Change Order proposals.	No Change. As per RFP.
177	NA	NA	To be added	Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new taxes or reduction in rate of taxes or abolition of existing taxes, shall be borne by the Customer.	No Change. As per RFP.
178	NA	NA	To be added	Contractor’s failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Contractor’s non-performance is caused by Employer’s omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement	No Change. As per RFP.
179	NA	NA	To be added	Bidder assumes that the title of	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				ownership and risk of the goods supplied under this Contract is passed onto Customer on delivery of the material at the Customer location.	
180	NA	NA	To be added	Since Bidder is acting as a reseller of third products, Bidder shall “pass-through” any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer’s or licensor’s warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.	No Change. As per RFP.
181	NA	NA	To be added	Exceptions to Indemnity(a) Bidder shall not have any liability to Customer under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Customer where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Customer; (3) use of a Deliverable in an application or environment	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing. Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for Customer the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.	
182	NA	NA	To be added	Request that the following be included: Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Contractor to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Contractor's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Contractor's profitability or other such financial data.	No Change. As per RFP.
183	NA	NA	To be added	The bidder shall have the right to	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.	
184	NA	NA	To be added	During the term of this Agreement and for a period of one year thereafter Customer shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Bidder, without the prior written consent thereof from Bidder. Thus, the Customer agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Bidder at law or in equity	No Change. As per RFP.
185	Section VI	110	Service Level Agreement & Penalty Clause	a) All Performance SLA are dependent on various parameters such as Bandwidth, page size, client processing time, network latency, etc. We understand that the SLA will be displayed at Data center in server-in & server-out mode. Please confirm. b) The SLA depicted are practically not viable. We propose to mutually discuss and agree performance SLA post go-live of New IFMS system.	No Change. As per RFP.
186	Section VI	110	Service Level Agreement & Penalty Clause	We understand that O&M SLA's will be measured with-in support	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				window (Business Hours). SLA measurement will stop post working hours and will resume next working day again. Please confirm.	
187	Section VI	110	Service Level Agreement & Penalty Clause	We understand that SLA's are not applicable on issues related to hardware, time lost due to power or environmental failures, reproduction of issue onto another instance, delay in availability of clone, delay in time taken by network team to perform a switch-over from DC to Near DC/DR, delay in business user testing, delay in time taken to get approval from the stakeholders, issues escalated/ pending with OEMs etc. Please confirm.	Delay which is not attributable to SP, will not be considered.
188	Section 2	10	2.1.20.Go Live means 100 Successful transactions of at least 90% functionalities after UAT subject to satisfaction of FD. Remaining 10% functionalities should be developed within 2 months of Go-Live as part of continues development. Go-Live stage, for modules completed by service provider (for example – Budget module) where live data is not possible to make available due to business process cyclicity, 100 transactions may be done using dummy data.	Please confirm whether this is 100 transactions across 90% of modules: not (100 in each module), suggest the following: We will demonstrate below 100 successful transactions for Go-Live. This should be completed within first 15 days of the Go-Live, else it would be assumed deemed accepted by Gujarat IFMS.	100 Transaction per logical cycle.
189	Section IV	101	Acceptance Criteria	We understand that any Deliverable(s) provided to the Customer shall be deemed to have been accepted if the customer puts such Deliverable(s) to use in its	No Change. As per RFP.

Number of Bills	100
Number of e-Payment	100
Number of Vouchers	100
Number of Challans	100
Number of Challans in Stamp & PDPLA Combined	100

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				business (or) does not communicate its disapproval of such Deliverable(s) together with reasons for such disapproval within 7 days from the date of receipt of such Deliverable(s). Please confirm	
190	Section VIII	121	Change Request Order	We propose all minor changes/enhancements, which require < 3 person-days of efforts, are considered as part of BAU (Business As Usual) scope, limiting to 100 Man-days of efforts per year, across entire application stack. Any major changes which requires efforts above this (> 3 person-days or cumulatively above 100 person days) would be handled through commercial change requests. Please confirm	No Change. As per RFP.
191	Section VIII	121	Change Request Order	We understand that either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services. Please confirm	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
192	Section VIII	121	Change Request Order	We understand that any Technical upgrades, version, enhancements are out of scope and would be carried out by change request team deployed as per RFP requirement on the basis of business criticality. Please confirm	No Change. As per RFP.
193	Section III	90	3.3 Operation & Maintenance Support	As per the scope given we understand that 5 developers will be required during Support Phase for all enhancements, upgrades and change requests. This team will work-upon all the Change Requests based on business priority and criticality. If more resources are required due to increase in change volume, the same will be handled via change management process. Please confirm; clarify if more developers need to be factored.	No Change. As per RFP.
194	Section III	90	3.3 Operation & Maintenance Support	We understand that Operation & Maintenance Support team for technical issues on application will be based out of a single office of Finance Department across the project tenure. Costs for travel of Wipro Personnel to any other office of Finance Department will be borne by department. Please confirm.	No Change. As per RFP.
195	Section III	90	3.3 Operation & Maintenance Support	We understand that the infrastructure required for providing support including seating space at Finance	As above

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				Department Office, desktops/laptops, telecommunications, system accesses, VPN Connectivity will be provided by department. Please confirm.	
196	Section III	93	The mobile app should be developed for following functionalities with role base access and native in nature. It should develop for separately for Windows, iOS and Android. i.e Bidder has to use native SDKs for respective platforms.	We understand that the developer licenses required from Google, Apple and Microsoft in order to host the mobile app on respective play stores will be provided by Gujarat IFMS. Please confirm.	The Mobile App hosting platform will be provided by GoG.
197	Section III	93	The mobile app should be developed for following functionalities with role base access and native in nature. It should develop for separately for Windows, iOS and Android. i.e Bidder has to use native SDKs for respective platforms.	Please define the functionality to be delivered via mobile app clearly. If not, can we go with an assumption of maximum 30 reports/dashboards on the mobile app? Outside this may be taken up via change request procedure.	No. Numbers of reports can not be defined.
198	Section III	93	The mobile app should be developed for following functionalities with role base access and native in nature. It should develop for separately for Windows, iOS and Android. i.e Bidder has to use native SDKs for respective platforms.	We understand that integration of mobile app with any 3rd party applications and 3rd party devices like scanner, barcode reader, etc. is not in scope. Please confirm.	Integration of mobile app with any 3rd party applications and 3rd party devices like scanner, barcode reader, QR Code etc. is in scope.
199	Section III	56	External Interfaces	Please define the number of integration touch points/ integration scenarios / process automations clearly. If not, based on understanding of the RFP requirement can we assume a total of 25 automated business process & 60 integration touch points with the internal & external systems. Outside this may be taken up via	No. The scope of work other than defined in the RFP will be take place via continues development process.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				change request procedure.	
200	Section III	100	3.8.2. Training	As per the RFP, 3 Training Workshop at each district (33 district) and 15 Training programs at State Level is considered. 1st set of Workshop at each location will be for 2 days duration and others for 1 day duration is considered. Change Management Training is considered 2 Times in a year for 2 batches and for 1 day duration of each batch. Please confirm if our understanding is correct.	For any new development/change during O & M period - 2 Times in a year for 2 batches and for 1 day duration of each batch or as and when required the training should be conducted.
201	Section III	100	3.8.2. Training	We understand that Training Infra (Venue, System, Projector, and Space etc.) will be provided by client. Please confirm	Yes.
202	Section III	100	3.8.2. Training	As per our understanding of RFP requirements development of CBT is out of scope of current engagement. Please confirm	CBT is part of RFP requirement. The slides/processes vedio should be provided for self learning.
203	Section III	100	3.8.2. Training	We understand that any additional Training Batches / Training Days apart from the details given in the RFP documents will be out of scope and same will be considered as Change Request. Please confirm	No Change. As per RFP.
204	Section VIII	117	General Terms & Conditions	In case, there is any conflict between the terms and conditions or provisions in the RFP and the proposal submitted by the Bidder, we propose the terms and	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				conditions or provisions as set out in the RFP shall be read in conjunction with the Techno Commercial Proposal submitted and subsequent communications by the Bidder.	
205	Section VIII	120	Inspection/Testing	We understand that all performance tests would be carried out through the web portal based and considering HTTP protocol. Please confirm	Yes
206			General	We observe at several places in the RFP section that the Scope of Work is becoming unlimited because of the use of the words 'but not limited to' and "etc." connotations. We request for the deletion of these words and replacement with "limited to" such that the scope is specific and limited to a specific set of activities.	No Change. As per RFP.
207			General	We understand that Gujarat IFMS department will be responsible for the provision of all site facilities, including project workspace for Development, Training, and Support Team. Gujarat IFMS will ensure adequate working space is provided to the project Team for the full duration of the project with access to fax, telephone, printers, photocopiers, etc. Please confirm	As above
208			General	We understand that Gujarat IFMS Department would readily provide all the relevant material	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				and process artifacts required for discover and Design phases (as identified by Wipro Team from time to time) at the project base location or offshore location as appropriate. Please confirm	
209			General	<p>Please confirm our understanding that an individual/s within Finance Department (Project Manager/ SPOC / Application Owner) will be available to a) Interface with Wipro project/program manager to resolve any issues b) Obtain and provide information, data, decisions and approvals within the mutually agreed working days c) Help to escalate issues with internal stakeholders/ user base, as necessary. d) Wherever any portion of the work involves third party (application owners, IT vendors, contractors or other applications that are not in scope of Wipro or In-house IT team) dependencies, Finance Department SPOC shall be responsible for getting all the relevant necessary inputs timely to Wipro e) Contribute towards sign-off to tasks, address any issues and approve deliverables expeditiously and in a timely manner f) Administer Project Change Control with the Wipro Project Manager</p>	The necessary project team for co-ordination will be given by Finance Department

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
210	3.2.3, Business Intelligence, Analytics and Reporting Solution	33	General	Based on our understanding of the RFP, we have envisaged that total number of BI reports would not be more than 50 which also includes Mobile BI reports and No. of Dashboards would be max of 10 KPI	No. Nos. Can not be defined. It can be less or more.
211	3.2.3, Business Intelligence, Analytics and Reporting Solution	33	General	Technical upgrades, version, enhancements are considered out of scope and would be carried out by change request team deployed as per RFP requirement based on business criticality	No Change. As per RFP.
212	Business Intelligence, Analytics and Reporting Solution	33	Extraction, transformation and loading of data from source systems	It is assumed that Data Integration with New IFMS system to EDW will be in Batch Mode through ETL Process, NO real time data transformation is needed, please confirm	No. Real time data transformation is needed
213	3.2.3, Business Intelligence, Analytics and Reporting Solution	33	General	we assumed that IFMS would signoff all the document deliverables in 3 working days and respond to clarifications raised by SI team in 2 working days.	No. As per RFP.
214	3.2.1. Component wise Scope of	30	Data Migration	Shall estimate that around 500+ tables from both the source systems CTP and IFMS which is 15% of the total of 3,400 tables	1. CTP Total Tables Count: 656 CTP Transaction tables Count: 9

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
	Work			mentioned, and 30 Tables from IWDMS would be having majority of data for the application data migration? Please clarify	IFMS Database Total Tables Count: 1643 IFMS Transaction tables Count: 531 <u>Master Tables</u> 2. CTP Master tables Count: 15 IFMS Master tables Count: 571
215	3.2.3, Business Intelligence, Analytics and Reporting Solution	33	General	It is assumed that all administration tasks i.e configuration, regular back-ups etc. will be owned and managed by Dept. IFMS database admin team will support the SI team.	No.
216	3.2.3, Business Intelligence, Analytics and Reporting Solution	33	General	EDW set-up in DR from an application perspective is considered to be out of scope of this project, Please clarify	No.
217	3.2.3, Business Intelligence, Analytics and Reporting Solution	35	General	It is assumed that all the analytical reporting is considered to be done on N-1 Day reporting data basis & No Real Time Reporting Requirements, Please confirm	Real-time reporting is required.
218	3.2.3, Business	35	General	Assumptions is that there would be a total of around 350-380 BI users	100 users are envisaged for BI Tool. The bidder has

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
	Intelligence, Analytics and Reporting Solution			envisaged for accessing BI Reports and Dashboards. Please confirm BI Users Count and Mobile BI Users count	to setup BI cell contains 2 BI executives who will be responsible for BI training and BI report developing.
219	3.2.3, Business Intelligence, Analytics and Reporting Solution	35	General	Please specify the requirement of Data Mining, does this capability is mandatory for the proposed BI Suite? Please clarify	Standard Functions of BI suite should be given.
220	3.2.1. Component wise Scope of Work	30	Data Migration	Understand that, all external data will be made available by IFMS in the specified format for the App. data Migration into New IFMS, please confirm	As above.
221	General		Real time data - CDC	Is there requirement for real time data processing with ODS to be built? And Real time Reporting? Please confirm	Yes
222	3.2.3, Business Intelligence, Analytics and Reporting Solution	35	General	It is assumed that, Generation of Analytics Reports on Historical Data/Period would not be part of this RFP scope, please clarify	Yes
223	3.2.1. Component wise Scope of	30	Data Migration	Assume that it is Dept. responsibility of any actions on data quality including correction of data in the source systems, No data	No. The data quality activities should be carried out by the SP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
	Work			quality activities will be carried out in the source system by the SI team. Please confirm	
224	3.2.1. Component wise Scope of Work	30	Data Migration	Understand that the listed sources systems (CTP, IFMS & IWDMS) data only to be considered for data migration into New IFMS, please clarify	Yes
225	3.4	96	The entire team has to deploy at 100% on client site by service provider. Bidder has to deploy same resources in O & M phase who have worked in development phase.	It is suggested that we cannot deploy the same resources in O&M. Request you to allow the SP to change the resources and also work on the on-site + off-site model.	No Change. As per RFP.
226	Final Evaluation of Bid	24	Proposals will be ranked according to their combined technical (Tb) and financial (Fn) scores using the weights (T = 0.30 the weight given to the Technical Proposal; P = 0.70 the weight given to the Financial Proposal; T + P = 1). The final evaluation will be based on Final Score which shall be calculated as shown below: Final Score (S) = Tn x T + Fn x P	We suggest that the QCBS evaluation be made 70% for technical and 30% for commercial in the Final Evaluation of Bid	No change. As per RFP.
227	3.3. Operation & Maintenance Support	91	The service management/support request module/tool shall be provided by the SP	On page 104 Sno 4.5 It is mentioned that "Following tools/software licenses available with Gujarat State Data Center on shared basis." including tool for Service Management.PI clarify that in such case the user licences will be provided by FD/GoG if SP chooses to use the tools/software licences available with Gujarat SDC. Also request you to delete the sentence given on page no 91 "The	The service management and support management tool will be provided by dept.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				service management/support request module/tool shall be provided by the SP as it is contradicting the above statement given on page 104.	
228	5.1	56	External Interfaces and Business processes	The information on integration with external system along with Business processes distributed across the RFP. To achieve optimization for this opportunity, can you please confirm number of integration and/or touch points along with number of business processes in scope.	As above.
229	3.3	91	The service management/support request module/tool shall be provided by the SP	As per Section 4.5 (Page 105) CA SM tool will be provided by GoG for ticketing. Kindly clarify if Wipro needs to provision a ticketing tool for Helpdesk resources	Department will provide the same.
230	3.3	91	The service management/support request module/tool shall be provided by the SP	As per Section 4.5 (Page 105) CA SM tool tool and licenses are available with GoG for ticketing / Helpdesk. Kindly clarify if Wipro needs to provision concurrent analyst licenses for the accessing the ticketing tool. If yes, please suggest the number of licenses that need to be considered. Also, we would require the license cost (incase of CA SM) basis the GoG tie up with CA	Department will provide the same.
231	4.5	105	CA SM	Wipro assumes that CA SM (if used as the ticketing tool) is capable of measuring the SLAs that Wipro	Department will provide the same.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				team needs to adhere to. Kindly confirm	
232	4.5	105	CA Spectrum tool and licenses	Kindly clarify if in scope DC instances / server monitoring licenses for CA spectrum need to be provisioned by Wipro or will they be made available by GoG. If Wipro needs to provision, please provide us with the per instance cost to be considered basis the GoG tie up with CA	Department will provide the same.
233	4.5	105	CA Spectrum tool and licenses	Wipro will only be pro-actively monitoring in scope DC assets through the customer provided monitoring tool. In case any asset is not covered by the monitoring tool, the issue will be responded to and resolved on best effort basis by Wipro. Kindly confirm	Not required.
234	3.4.3	96	The bidder has to deploy at least 8 resources having at least 1 year of experience of IT Call Center onsite during project period for better execution and monitoring of the project.	Kindly clarify if Wipro can use its DC monitoring resources as and when required for Helpdesk operations. Consequently, the number of resources required and proposed by Wipro for Helpdesk can be reduced to 6 (with DC team supporting these 6 staff members)	As per RFP.
235	3.4.3	96	The helpdesk & Handholding service should be available from 9:00 to 7:00 hrs and as and when any critical issue arises, on call/onsite support need to be available any time.	Wipro assumes that GoG will arrange travel for staff in case of business requirement during off business hours. Kindly confirm	No
236	3.4.3	96	The helpdesk & Handholding service should be available from 9:00 to 7:00 hrs and as and when any critical issue arises, on call/onsite support need to be available any time.	Wipro assumes that there will be no travel required for Wipro staff outside their base location. If required, GoG would need to	The SI's Resources has to travel other location in case of any requirement. No extra payment

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				arrange for travel, lodging and boarding of the staff. Kindly confirm	arrangement should be made by FD.
237	General	NA	Ticket count	Wipro considers the workload basis the ticket count shared in the pre-bid response by GoG. If the same is found to be more than the provided number, resources may need to be increased by Wipro. Kindly confirm	No. of Tickets as below For Financial Year 2016-17 L1 - 60000+ L2 - 20000+ L3 - 1000+ If the same is found to be more than the provided number, resources may need to be increased by selected service provider without additional cost.
238	General	NA	Handholding Support	Wipro assumes that any other handholding support (outside IFMS application support) will be out of scope for the Wipro provided handholding team. Kindly confirm	Yes.
239	General	NA	SLA	Wipro will not be responsible for any 3rd party vendors SLAs' of customer. However, Wipro will follow-up with the partners and escalate to customer IT team in case of no support or any challenges. Kindly confirm	ok.
240	General	NA	Data Loss	Wipro shall not be liable for Data Loss due to any circumstances. Such data shall be restored through reasonable efforts basis based on the technology available. Backed up data and upon specific GoG approval, shall be recovered	The SP is highly responsible for any data loss.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				through specialized low level data recovery agency. Identification of such a vendor will be customer's responsibility. Cost for such data recovery to be provided by GoG. Kindly confirm	
241	General	NA	Technology	A scope that shall include any up-gradation of technology or any major technology / version changes and resultant migration during the Sustenance Phase shall be taken up through an agreed Change Request & will have a commercial impact. Wipro requests that it be allowed to charge for such activities as a separate project. Prices for the same shall be discussed mutually as per the project scope and deliverable on case-to-case basis	No.
242	General	NA	SLA Exclusions	SLA measurement shall exclude following: • Scheduled downtime on account of preventive maintenance. • Downtime caused because of the inadvertent mistake by Third party service provider (under contract with customer) or customer's personnel. This will include configuration changes made by the customer personnel affecting expected performance without notifying Wipro. Time taken for all Incidents that require Change Management Process and IT/ Business Management	As above.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				approval will have excluded from total resolution time. • SLA's will not be measured during any natural calamities / disasters, hardware failures (vendor dependency) and planned outages / maintenance etc., in such scenarios the services will be delivered on best effort basis • Limitation of OEM Hardware / IOS / Firmware and Bugs without resolutions • Issues raised due to Capacity, Availability, Component Failure Impact Analysis (CFIA), Failure Modes and Effect Analysis (FMEA) issues of the landscape highlighted by Wipro in this format or in Risk Register, and in event of action pending with "Customer" Issues related to Network Link service provider issues like Cable Cut, Latency, Packet Drops, advertisement, ISP-QoS, etc	
243	Section 3.3	92	Technical Details	Please clarify whether all supplied software (OS, DB, Middleware, etc) has to be of Enterprise class, supported by an OEM.	As above
244	Section 3.3	92	Technical Details - Server OS Support: Non Unix Environment	Kindly confirm if the proposed Server Operating System for all servers shall be Common Criteria EAL4+ certified as security shall be an important aspect.	Not accepted.
245	Section 3.3	93	Technical Details - The application should be compatible with any open standard technology. The bidder has to quote and	Kindly confirm if the OEM Software support shall not restrict the number of support	SP has to take care of that.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			supply any OS and data base on open standard technology with 8 years of AMC/ATS support. The bidder has to envisage incremental licenses and AMC/ATS cost and the quote for the same in financial bid.	cases/incidents.	
246	Section 3.3	93	Technical Details - The application should be compatible with any open standard technology. The bidder has to quote and supply any OS and data base on open standard technology with 8 years of AMC/ATS support. The bidder has to envisage incremental licenses and AMC/ATS cost and the quote for the same in financial bid.	Please clarify if The Software OEM shall have defined product life cycle and update policies for the all the supplied products	SP has to take care of that.
247	Section 3.3	93	Technical Details - The application should be compatible with any open standard technology. The bidder has to quote and supply any OS and data base on open standard technology with 8 years of AMC/ATS support. The bidder has to envisage incremental licenses and AMC/ATS cost and the quote for the same in financial bid.	Kindly confirm if the bidder shall not propose any freeware software/community edition. (as any such underlying freeware/community-edition may be a severe security risk)	Bidder may proposed any edition. However the support, update, upgrade and security will be the responsibilty of Bidder.
248	Section 3.3	93	Technical Details - The application should be compatible with any open standard technology. The bidder has to quote and supply any OS and data base on open standard technology with 8 years of AMC/ATS support. The bidder has to envisage incremental licenses and AMC/ATS cost and the quote for the same in financial bid.	Kindly confirm that important software components eg Operating system, RDBMS etc even if bundled with a solution have to be supported by the respective OEM. (as any such underlying freeware/community-edition may be a severe security risk)	No. The bidder will be responsible for support and security.
249	Section 3.3	93	Technical Details - Security Management	Is the bidder expected to perform the following activities with respect to the OS - Provisioning,	Yes.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				Configuration Management, Software management, License/Subscription Management, Patch Management, Updates, Upgrades, etc.	
250	Section 3.3 and Section 2.24.6.2	93 & 23	<p>Technical Details - Integration Layer: Integration development must be able to support a business environment which requires fast response times. So, it is recommended to develop the Integration Layer on a proven Integration Bus /API Platform.</p> <p>Development and deployment architecture Tools/Technologies used for design and development etc.), security, conformance to industries standard, database, Business Intelligence (Modularity, Scalability, Suitability of Tools & Technologies proposed including capacity to handle large volumes as envisaged by IFMS), Approach to develop the API based system, Managing the API eco system, Approach for interfacing with other systems</p>	Please confirm if an API management solution should be provided as part of the overall solution and whether it is required to protect backend API servers with strict traffic control on incoming and outgoing traffic, provide access control features to determine exactly who is using the API, how it is used, and how much is being used, centrally set up and manage policy and application plans for all APIs on one platform, provide API authentication and security and Monitor and set alerts on traffic flow.	Not required.
251	Section 9.7	131, 132	Dear Sir,We _____ who are established and reputed developers /manufacturers of _____ having development center / factoriesat _____ (address of development center / factory) do herebyauthorize M/s. _____	Red Hat's products are all open source products, that are supported by Red Hat. In that respect, we will confirm that the bidder taking products from us will get back to back support from Red hAt for the entire duration of the project. However, the other clauses	As per revised Format.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			<p>_____ (Name and address of Agent) to submit a bid, and sign the contract with you against the above IFB. We hereby extend our full guarantee and warranty Clause of the General Conditions of Contract for the product and services offered by the above firm against this tender. 1. If we go for bespoke development or COTS product the Finance Department shall have full rights of sharing source code with Gujarat State Government Departments/Boards/Corporations./PSUs or other Gujarat's State Government Entity. 2. We will transfer source code so developed for the IFMS project to Government of Gujarat. The source code, fully documented for its architecture will be exclusive property of the Government of Gujarat and we will not claim right to use it anywhere else without prior approval of the Government of Gujarat through the Finance Department. If Government of Gujarat allows us the use of this source code then it will take 20% of the cost of application development for the subsequent projects as Royalty fee. Considering the rights of government of Gujarat over the source code, we will not use any proprietary layer either of our own ownership or of ownership of others with the source code to deliver the solution for the IFMS project. 3. In case we offer COTS as per definition mentioned in this RFP than full IPR of the customized/developed solution for this project shall rest with the FD except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat;</p>	<p>of the MAF are not relevant to Red Hat, due to which our legal team has requested for their removal from the MAF. Hence, it is requested to kindly give us the flexibility of changing the MAF as per our legally approved formats. Also, please remove the requirement of giving the OEM MAF on a Rs.100 stamp paper, as it is not legally possible for us to comply.</p>	

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			<p>hence such IPR will rest in Government of Gujarat.4. We agree to provide additional licenses discount to the unit price discovered based on quoted price in this bid subject to following discount schedule:30000 user licenses: As per price quoted in financial bid (The unit price of the same will be calculated accordingly as: Unit Rate = Quoted Rate for 30,000 users/30000 and similar method for calculation of unit rate for ATS/AMC for 8 years will be applicable)For purchase of additional licenses quantity from 30001 to 50000, bidder has to provide 50% discount on unit quoted price on incremental quantity For purchase of additional licenses quantity from 50,001 and above bidder has to provide 80% discount on unit quoted price on incremental quantity.We also agree to provide similar discount on unit price of licenses's ATS/AMC of incremental quantity.5. Besides the cost of COTS licenses, if there are other items in the bid document which also attract costs based on quantity of user licenses, including the database licenses, then all such licenses shall attract discounts as mentioned above in their lump sum onetime cost or in their annual licensing costs. We give this undertaking in respectof such quantities which are chargeable by us. The discount shall be computed against the price quoted in the Financial Bid of this RFP. Further the quantity indicated above includes such licenses bought by other Government organizations, inside and outside Gujarat, which go in for rapid roll out of HRMS either pursuant to an agreement with the state of Gujarat or pursuant to decision by the</p>		

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			<p>Department of electronics and IT, Government of India under National e-Governance Plan or under any other scheme for rapid roll out. The discount shall apply on incremental quantity after considering cumulative number of licenses already ordered.6. We agree to hold the full IPR of the customized/developed solution for this project shall rest with the FD except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat; hence such IPR will rest in Government of Gujarat.7. We agree on state Government has right to retain customization layer and should the agreement with service provider and to further develop. Therefore, Government of Gujarat will hold IPR of the customized COTS solution. The same would be applicable to copyrights. The TSP shall sign any/all the documents in this regard and will get necessary undertaking to this effect from the COTS OEM. The Gujarat Government further intends use customized COTS back to the COTS OEM to enable it to use in Government organizations in other States or in organizations in Government of India. The COTS OEM will have to agree to this arrangement and wherever, the COTS OEM uses Govt. of Gujarat customized COTS solution or gets additional projects of Department of Electronics & IT, Govt. of India or any other state government, it will have to pay to Government of Gujarat a license fee / access fee / sharing fee /royalty of 20% of project fees collected towards the customized solution (License fees collected towards database</p>		

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
			<p>licenses, Operating System licenses, COTS will not be included for sharing) from the tendering authority or the TSP (Total Solution Provider) is included) of such projects. At the time of awarding contract, authorized representative of COTS OEM will have to sign a separate contract agreement to such an extent with Govt. of Gujarat. The TSP has to get such an undertaking from the OEM at the time of filing this bid and hand over the sourcecode, Meta data details etc. to the Finance Department at different stages of customization and before release of final payment on completion of training and roll out of software.1. We abide that Finance Department shall have the unrestricted right to deploy or use New IFMS application software and the documentation related thereto, in any Gujarat state government department, at no cost to client.Yours faithfully,(Name)(Name of manufacturers)Note: This letter of authority should be on the Rs. 100 stamp paper should be signed by a person competent and having the power of attorney to bind the OEM of COTS as well as Bidder. The Bidder in its bid should include it.</p>		
252	Clause 8.13, pg.#121	Suspension	<p>FD may, by written notice to SI, suspend all payments to the SP hereunder if the SP fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.</p>	<p>The suspension rights mentioned appear to be one-sided i.e. does not provide opportunity to SI/bidder to react to situation rather simply impose the suspension. GIL/FD is requested to revisit the clause and bring in objectivity to evade plausible confrontations?</p>	<p>No Change. As per RFP.</p>

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
253	Clause 8.12.1, pg.#121	Change Request Orders	During the development and O & M phase, any change in scope of work, or in design and development of Decision Support systems (DSS) or of Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.	The clause emulated that any/all changes emerging in the O&M period i.e. 8years shall be SI/bidders scope. As such this is humongous deliverable and cannot be assimilated, unless mutually agreed with extra commercials. Request GIL/FD to revisit the clause either bring inmore clarity such as bud fixing/technical upgrade shall be bidders responsibility however any change from the base blueprint shall constitute to change and would be muually agreed with extra commercials. Please confirm the understanding?	No Change. As per RFP.
254	Clause 6.2.2.2, 6.2.3, 6.2.4, 6.2.5 & 6.2.5.1	Operational Related Penalty		The section only illustrates one penalty after another which only means SI/bidder is subjected to multiple penalties. GIL/FD is requested to revisit and bring some objectivity whilst defining more feasible parameters e.g. Severity 4 cannot have 2 hrs of response time OR resource not available due to medical reasons cannot be object of penalty OR O&M changes cannot be restricted to 7days, etc.	No Change. As per RFP.
255		Working/Business Hour	Total Time shall be measured on 24*7 basis	Please clarify the official business hours and timings?	As above.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
		s			
256	Clause 6.2.2.1, pg.#111	For Software Uptime		Please clarify whether any kind of system administration related activity such as patch upgrade, note applications and/or technical upgrade shall be included in such downtime or not? If yes, as such these are regular maintenance and fine tuning exercises of any application hardware and hence cannot be treated within 99.7% uptime. GIL/FD is requested to revisit and advise?	The system administration activities such as patch upgradation, technical update/upgrade may not be included in downtime. Bidders has to take prior approval from department for planned downtime.
257	Clause 5.2, pg.#107	Payment Terms	In case of COTS Product (ERP Solution) line item 3 and Cost of OS, Database Licenses, BI Tools and other readymade software required to run the application line item 4	Should the SI/bidder chooses to have COTS application, OEM institutes 100% payment upon request fro delivery, however the payment term augurs staggered payment. This is only going to increase the cost to GIL/FD artificailaly and hence requested to relook.	As above
258	Clause 5.2, pg.#107	Payment Terms	ATS & AMC of COTS for 8 years - Line item 6 and Cost of AMC/ATS of OS, Database Licenses, BI Tools and other readymade software required to run the application line item 7	While the ATS/AMC charges for the COTS application during the O&M has been aligned to OEMs i.e. 100% in advance at the start, however there shall ATS/AMC charges instituted from the date of delivery as well, there no mention on the same - kindly advise how would the same be treated?	As above
259			"not limited to"	GIL/FD is requested to relook and consider dropping/removing such statements which instill ambiguity in the scope/ deliverables (as done	No Change. As per RFP.

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
				in someplace of the RFP already).	
260	Clause 3.7, pg.#97	Data Migration	1. Currently the size of the database of existing IFMS is 1.8 TB and CTP is 73 GB;2. The selected Service Provider is required to migrate all the existing data available with Department in the digitized format of the existing applications (IWDMS & IFMS, CTP, etc.) if required, in its current database to the new system to be hosted at State Data Centre at free of cost. Cost for data migration from existing application should not be included in the price bid.	Kindly clarify if Data Migration cost is not to be included in the price bid, than how would the bidder/SP be paid?	Please refer Financial Bid and payment terms.
261	Pg.#96		The entire team has to deploy at 100% on client site by service provider. Bidder has to deploy same resources in O & M phase who have worked in development phase.	GIL/FD is requested to revisit the clause and allow bidder/SI to manage the O&M phase as being a very long grown project.	No Change. As per RFP.
262	Clause 3.2.1, pg.#32	Component wise Scope of Work	During the 8 years of O & M period any migration activities required to carry out due to change in Infrastructure, Software etc should be done by bidder at no extra cost.	GIL/FD is requested to clarify the statement and intent from the bidder into the ask/scope?	As per RFP.
263	Clause 3.1.2, pg.#29	Expected Outcomes	Based on the learning and outcomes from the existing study, the state-wide roll out would be implemented.	Please clarify the statement i.e. whether the state -wide rollout is current not into the scope of current RFP or what shall determine rollout to be carried out? Please clarify with clear objective tasks?	The rollout should be carried out across the state within 2 months and remaining payment of 10% of the cost of Development of New IFMS will be made on statewide rollout and on completion of 6 months of Go-Live fixing bugs and errors
264	Clause	Quali	similar IT projects/solutions business	Please clarify what consitutes to	Projects related to finance

S.No	Section No & Clause No	Page No	Original Clause	Query raised	Clarification by FD/GIL
	2.5, pg.12	fication Criteria		"similar IT projects/solutions business"?	
265	Clause 2.1.20, pg.10		Go Live means 100 Successful transactions of at least 90% functionalities after UAT subject to satisfaction of FD	Usage is a very subjective parameter of Go-Live, as it is limited to users intent and not the applications capability! GIL/FD is requested to revisit and redefine the same to UAT completion with less than 10% of issues observed during the UAT shall mount to system readiness to Go-Live. Kindly advice.	As above.

FORM VII.I: Developer/Customizer Authorization Form

No. _____ dated _____

To

Ref: Tender No. _____

Dear Sir,

We _____ who are established and reputed developers / manufacturers of _____ having development center / factories at _____
(address of development center / factory) do hereby authorize M/s. _____
_____ (Name and address of Agent) to submit a bid, and sign the contract with you against the above IFB.

We hereby extend our full guarantee and warranty Clause of the General Conditions of Contract for the product and services offered by the above firm against this tender.

1. If we go for bespoke development or COTS product the Finance Department shall have full rights of sharing source code with Gujarat State Government Departments/Boards/Corporations./PSUs or other Gujarat's State Government Entity.
2. We will transfer source code so developed for the IFMS project to Government of Gujarat. The source code, fully documented for its architecture will be exclusive property of the Government of Gujarat and we will not claim right to use it anywhere else without prior approval of the Government of Gujarat through the Finance Department. If Government of Gujarat allows us the use of this source code then it will take 20% of the cost of application development for the subsequent projects as Royalty fee. Considering the rights of government of Gujarat over the source code, we will not use any proprietary layer either of our own ownership or of ownership of others with the source code to deliver the solution for the IFMS project.
3. In case we offer COTS as per definition mentioned in this RFP than full IPR of the customized/developed solution for this project shall rest with the FD except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat; hence such IPR will rest in Government of Gujarat.
4. Besides the cost of COTS licenses, if there are other items in the bid document which also attract costs based on quantity of user licenses then all such licenses shall attract discounts as mentioned above in their lump sum onetime cost or in their annual licensing costs. We give this undertaking in respect of such quantities which are chargeable by us. The discount shall be computed against the price quoted in the Financial Bid of this RFP. Further the quantity indicated above includes such licenses bought by other Government organizations inside Gujarat.
5. We agree to hold the full IPR of the customized/developed solution for this project shall rest with the FD except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat; hence such IPR will rest in Government of Gujarat.
6. We agree on state Government has right to retain customization layer and should the agreement with service provider and to further develop. Therefore, Government of Gujarat will hold IPR of the customized COTS solution. The same would be applicable to copyrights. The TSP shall sign any/all the documents in this regard and will get necessary undertaking to this effect from the COTS OEM. The Gujarat Government

further intends use customized COTS back to the COTS OEM to enable it to use in Government organizations in other States or in organizations in Government of India. The COTS OEM will have to agree to this arrangement and wherever, the COTS OEM uses Govt. of Gujarat customized COTS solution or gets additional projects of Department of Electronics & IT, Govt. of India or any other state government, it will have to pay to Government of Gujarat a license fee / access fee / sharing fee /royalty of 20% of project fees collected towards the customized solution (License fees collected towards database licenses, Operating System licenses, COTS will not be included for sharing) from the tendering authority or the TSP (Total Solution Provider) is included) of such projects. At the time of awarding contract, authorized representative of COTS OEM will have to sign a separate contract agreement to such an extent with Govt. of Gujarat. The TSP has to get such an undertaking from the OEM at the time of filing this bid and hand over the source code, Meta data details etc. to the Finance Department at different stages of customization and before release of final payment on completion of training and roll out of software.

7. We abide that Finance Department shall have the unrestricted right to deploy or use New IFMS application software and the documentation related thereto, in any Gujarat state government department, at no cost to client.

Yours faithfully,
(Name)
(Name of manufacturers)

Note: This letter of authority should be on the Rs. 100 stamp paper should be signed by a person competent and having the power of attorney to bind the Bidder. The Bidder in its bid should include it.

FORM VII.II: COTS OEM Authorization Form

No. _____ dated _____

To

Ref: Tender No. _____

Dear Sir,

We _____ who are established and reputed developers / manufacturers of _____ having development center / factories at _____ (address of development center / factory) do hereby authorize M/s. _____ (Name and address of Agent) to submit a bid, and sign the contract with you against the above IFB.

We hereby extend our full guarantee and warranty Clause of the General Conditions of Contract for the product and services offered by the above firm against this tender.

We agree to provide additional licenses discount to the unit price discovered based on quoted price in this bid subject to following discount schedule:

30000 user licenses: As per price quoted in financial bid (The unit price of the same will be calculated accordingly as: Unit Rate = Quoted Rate for 30,000 users/30000 and similar method for calculation of unit rate for ATS/AMC for 8 years will be applicable)

For purchase of additional licenses quantity from 30001 to 50000, bidder has to provide 50% discount on unit quoted price on incremental quantity

For purchase of additional licenses quantity from 50,001 and above bidder has to provide 80% discount on unit quoted price on incremental quantity

We also agree to provide similar discount on unit price of licenses' ATS/AMC of incremental quantity.

8. Besides the cost of COTS licenses, if there are other items in the bid document which also attract costs based on quantity of user licenses, then all such licenses shall attract discounts as mentioned above in their lump sum onetime cost or in their annual licensing costs. We give this undertaking in respect of such quantities which are chargeable by us. The discount shall be computed against the price quoted in the Financial Bid of this RFP. Further the quantity indicated above includes such licenses bought by other Government organizations inside Gujarat.
9. We hereby extend our full guarantee and warranty for the complete project duration, with respect to the Goods/services offered by the above firm in reply to this Invitation for Bids. We also confirm that the Goods/Services supplied as a part of the RFP shall not be End of Sale / Life / Support for the entire contract period. Also the Goods / Services supplied as a part of RFP shall be supported for the entire contract period. The products offered by us are of equivalent or higher specifications as mentioned in the RFP.

Yours faithfully,
(Name)
(Name of manufacturers)

Note: This letter of authority should be on letter head signed by a person competent and having the power of attorney to bind the OEM of COTS.

1.1. FORM VII.III: Original Equipment Manufacturer Form for OS and Database and other readymade software support

No. _____ dated _____

To
Ref: Tender No. _____

Dear Sir,

We _____ who are established and reputed developers / manufacturers of _____ having development center / factories at _____
(address of development center / factory) do hereby authorize M/s. _____
_____ (Name and address of Agent) to submit a bid, and sign the contract with you against the above IFB.

We hereby extend our full guarantee, warranty, support and maintenances Clause of the General Conditions of Contract for the product and services offered by the us against this tender.

We hereby extend our full guarantee and warranty for the complete project duration, with respect to the Goods/services offered by the above firm in reply to this Invitation for Bids. We also confirm that the Goods/Services supplied as a part of the RFP shall not be End of Sale / Life / Support for the entire contract period. Also the Goods / Services supplied as a part of RFP shall be supported for the entire contract period. The products offered by us are of equivalent or higher specifications as mentioned in the RFP.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on letter head signed by a person competent and having the power of attorney to bind the OEM.

Scope of Work for Directorate of Insurance

1). JPA MODULE

Schemes of JPA Module:

Sr.No	Name of Scheme	Claim Amount	Nodal Officer
1	Registered Farmer	100000	District Agriculture Officer
2	First alive child of registered farmer	100000	District Agriculture Officer
3	Unorganized labour	100000	Government Labor Officer
4	“Vidhyadeep” - primary students, Secondary Students	50000	Primary & Secondary Education Officer
5	“Shahid Veer Kinarivala” - College Students	100000	Principal of College
6	I.T.I Students	100000	Principal of ITI
7	Police Personnel	400000,500000 or 1500000(as per cadre)	District Police Officer
8	Safai Kamdar	100000	Social Security Officer
9	Handicapped persons	100000	Social Security Officer
10	Diamond workers	100000	Udyog Commissioner
11	Sports Persons	100000	Sports Officer
12	Orphan Widow	100000	
13	Amarnath pilgrims	100000	Pavitra Yatradham Vikas Board
14	Kailash man - sarovar pilgrims	100000	Pavitra Yatradham Vikas Board
15	Participants of Adventurous Activities	100000	State Youth Board
16	Jail guards	100000	Superintendent of Additional Police

IPA Claim Process

1. At Nodal Officer Level:

Claim received at nodal level they registered in system. Below are the fields for Registration. (All are mandatory fields)

1. Claim Files Inward Number & Date
2. Register in System and Generate Claim Number (Please Provide Import Facility): Below details need to be entered
 - a. Is deceased person died or permanent disabled?

- b. Deceased Name
 - c. Marital Status: (Married/Unmarried/Widow/Widower)
 - d. Deceased Address
 - i. Village
 - ii. Taluka
 - iii. District
 - iv. Pincode
 - e. Deceased Aadhar No.
 - f. Deceased Election Identity No.
 - g. Accident Date
 - h. Date of Loss
 - i. Cause of Loss
 - j. Inward Number
 - k. Intimation Date
 - l. Policy Number (it should be auto populated as per Loss Date)
 - m. Scheme Name
 - n. Claim Amount
 - o. Nodal Village, Taluka & District
 - p. Place of Accident
 - q. Nodal Officer Name & Designation
 - r. Unit
 - s. Beneficiary Name
 - t. Beneficiary Address
 - u. Mobile No.
 - v. E-mail ID
 - w. Beneficiary Bank Details
 - i. Bank Name
 - ii. Branch Name
 - iii. Bank Address
 - iv. Account No.
 - v. IFSC / MICR Code
 - x. Outward No. & Date
3. Nodal level, checklist will be tick-marked.
 4. After that nodal assign to Directorate of Insurance with status "Forwarded to DOI". Dashboard should be provided to controlling officer. So he can check claim status of respective nodal officer as well as directorate of insurance

2. At Directorate of Insurance:

1. After receiving particular claim at Directorate of Insurance. Director/Dy. Director assign to respective Section. Section officer assign to relevant person, who follow the below process.
2. Scrutinise: After scrutiny, below are the possibilities (In all cases need to get approval of authority)
 - a. If Claim is Payable: after getting approval from authority, Status of Claim is "Settled But Not Paid" System will generate Claim Note & Memorandum & Signed by authority. Then after bill will be drawn from PAO/Treasury and E-payment will be made to bank A/c of beneficiary directly. After Payment of Claim, UTR No. /DD No. and Date will be entered in the system. (When claims are in bulk then there should be an import facility) And status should display as "Paid" with cheque number & date. If cheque returns to office (Claimant does not get cheque). Need to enter reason for cheque return.

And returned cheque's validity is expired. Then there should be facility to enter new cheque number & date.

- b. If Claim is Not Payable: After getting approval from authority, Status of Claim is "No Claim (Not Payable)"

System will ask for reason of No Claim.

System will generate No Claim Note & Signed by authority.

No Claim Letter should be generated from System in Gujarati (Format will be given, edit functionality should be there).

- c. If Claim file presents with insufficient papers: Person who initially scrutinised file will enter Queries in system. Then forward to his/her authority. Authority will re-scrutinise the file and approve or add/remove queries (edit functionality should be there).

System generates Query Letter in Gujarati.

And status should display as "Query" with details of queries.

After compliance required papers, there should be a field for inward number and date.

- d. If file is given for third party investigation: After getting approval from authority. Necessary Details which are required to enter in system are below:

Investigator's Name/Firm Name

Reason for investigation

Date of given for investigation

Investigation Report Given Date

System generate Allocation Letter and status should display as "Investigation"

After investigation, System will ask for Investigation Report Given Date.

Now, if claim is payable follow steps mentioned in Possibility "a"

if claim is not payable follow steps mentioned in Possibility "b"

if claim is still required papers follow steps mentioned in Possibility "c"

Payment Procedure of Third Party Investigator: System should generate Memorandum for investigation payment. Need to Enter Cheque Number and Date. Appropriate Status should be taken.

- e. If applicant goes to consumer forum: After getting approval from authority, Status of Claim is "Legal"

IPA Reports

Below reports should be generated in excel and pdf format

1. Detailed Reports (Claims entered Into system in particular time frame)
2. District wise Report
3. Taluka wise Report
4. Policy Number wise Report
5. Cheque Paid Report
6. Claim Inward Register

Above Reports should have below columns, user can select the columns as per his/her requirement.

Claim No.	Scheme	Claim Inward No.	Current Status
Policy No.	Claim Received Date	Claim Inward Date	Cheque No.
Deceased Name	Registration Date	Compliance Inward No.	Cheque Date
Beneficiary Name	Date of Death	Compliance Inward Date	Amount
Address	Date of Accident	Employee Name wise	Co-Insurers Share

Nodal	Cause of Loss	Status on Particular Date	GIF Share
No Claim Reason	Queries	Remarks	

7. Investigation Report

Claim No.	Scheme	Fees
Policy No.	Investigator Name	Fee Payment Date
Deceased Name	File Given Date	Fee Payment Cheque No.
Beneficiary Name	File Received Date	Reason for Investigation

Alert/Warning:

1. Duplicate Claim: system must show duplicate warning and must deny for further process if below fields are same while registering the claim.
Deceased Name, Aadhar Number, Beneficiary Name, Election Identity No, Death Date, Village, Taluka, District.
2. Claim Amount: It must warn if claim amount is not entered as per GR & policy conditions.

SMS alerts should be sent on beneficiary's mobile number, whenever the status of claim changed.

2). HBA MODULE

1. Premium ready reckoner may be put up on IFMS so anyone can see the premium amount.
2. Proposal form may be kept on IFMS & anyone can fill up the proposal online and on that basis policy may be generated.
3. All Live data of HBA live policy may be migrated from present 3I InfoTech system to IFMS.
4. Premium & claim register may be generated to IFMS as per other Direct Co-insurance module.
5. On the same line claim may be processed.
6. Receipts are received from various district places also through treasury challans. That amount should be accepted for accounts.
7. Claim payment and claim register ,claim entry,
8. Old policy record can be searched on the basis of name of insured, policy no, policy period, claim no & date.
9. In HBA claim, claim note ,claim payment memorandum , survey fee payment memorandum & Query letter to be generated in system
10. Edit facility for making changes in the name of insured, Address etc.
11. If policy is cancelled, refund of premium should be given effect in system.
12. Form of HBA Policy available on web site. That can be filled -up by concern person and send to Directorate of Insurance. That form should be uploaded in our system. If any missing data is there, that can be corrected at our level.
13. If physical form is received that entry can be done by Directorate of Insurance.
14. After completing data, entry policy can made on Premia software.
15. Intimation of policy and receipt and query intimation also communicated to beneficiary on their mobile no.
16. All old data of Premia software should be migrated to new developed software.
17. Various type of report should be generated as per requirement.

HBA Reports

1. HBA Policy
2. Premium Register

3. Premium Subsidiary Register
4. Claim Intimation/Paid Register
5. Claims Subsidiary Register
6. Terrorism Statement (Patrak)
7. Service Tax Register
8. Challan Register
9. Liability Register
10. Re-insurance/Co-insurance Claim Recovery Register
11. Premium & Claims abstract
12. Claim payment memorandum
13. Investigator/Surveyor fee payment memorandum
14. Query letter
15. Investigator/Surveyor appointment letter
16. When claim case becomes legal case, case status must show legal
17. Edit facility to rectify entry mistake is required.
18. Hierarchy in data entry system, means entered date must be approved at one stage higher

3). DIRECT BUSINESS MODULE

1. Proposal form/letter of intent for obtaining insurance policy is received by DOI.
2. DOI scrutinizes such documents and calculate premium and applicable service tax amount and intimates proposer.
3. Proposer remits premium amount with DOI and DOI issues receipt.
4. DOI underwrites such proposals in its Premium Register and prepares insurance policy and submits to respective insured.
5. Before 30 days of expiry of insurance duration, DOI sends renewal notices to insured intimating renewal premium.
6. If any loss/damages occur to the insured property/asset, insured reports such losses to DOI and DOI registers such claim in its claim register.
7. DOI scrutinizes such loss intimation and decides to appoint any IRSA licensed loss surveyor in case of major loss estimates and/or arranges self-assessment if the loss settlement amount is below Rs. 20,000/-
8. In case of major losses, appointed surveyor surveys such losses and submits his/her assessment report showing DOI's loss liability to be payable to insured along-with his professional survey fee bill.
9. DOI process such claim and sanctions such claim amount and also settles surveyor's fee bill amount in the specified Memorandum format.
10. Bills are sent to PAO and PAO issues claim payment cheque which DOI submits to insured and surveyors and DOI makes necessary entries in its claim register as paid claim.
11. DOI, being a member of India Terrorism Pool, transfers terrorism risk portion premium to such Terrorism Pool when granted such risk as an add-on cover.

Direct Business Reports

1. Premium Register
2. Premium Subsidiary Register
3. Claim Intimation/Paid Register
4. Claims Subsidiary Register
5. Terrorism Statement (Patrak)
6. Service Tax Register
7. Challan Register
8. Liability Register
9. Re-insurance/Co-insurance Claim Recovery Register

10. Premium & Claims abstract
11. Claim payment memorandum
12. Investigator/Surveyor fee payment memorandum
13. Query letter
14. Investigator/Surveyor appointment letter
15. When claim case becomes legal case, case status must show legal
16. Edit facility to rectify entry mistake is required.
17. Hierarchy in data entry system, means entered date must be approved at one stage higher

4). Co-INSURANCE MODULE

1. When DOI acts as a co-insurer, leader insurer issues policy to insured and remits co-insurance premium share amount to DOI either with a Statement of co-insurance balance or with respective policy/endorsement copies.
2. DOI deposits such co-insurance premium share amount with Government account and issues receipt to a leader insurer.
3. DOI underwrites such co-insurance business in its books of account i.e. in a premium register and makes necessary entries in it.
4. After remitting co-insurance premium share amount, leader insurer asks DOI for refund of premium in some cases in cases of reduction/change of risk, cancellation of insurance policy by insured etc. which DOI scrutinizes and remits refund of premium to leader insurer and makes necessary entries in its books i.e. premium register.
5. Losses are reported to leader insurer and leader insurer informs DOI, being co-insurer, for such losses and DOI makes such claim provision in its books at the end of financial year if such losses are not settled by leader.
6. Leader, having settled and remitted such claims, raises co-insurance claim recovery from DOI which DOI settles and remits and makes necessary entries in its books i.e. claim paid register.
7. DOI, being a member of India Terrorism Pool, transfers terrorism risk portion premium to such Terrorism Pool when granted such risk as an add-on cover.

Co-Insurance Reports

1. Co-insurance Entry Register
2. Premium Register
3. Premium Subsidiary Register
4. Claim Intimation/Paid Register
5. Claims Subsidiary Register
6. Terrorism Statement (Patrak)
7. Service Tax Register
8. Challan Register
9. Liability Register
10. Co-insurance Claim Recovery Register
11. Premium & Claims abstract
12. Claim payment memorandum
13. Investigator/Surveyor fee payment memorandum
14. Query letter
15. Investigator/Surveyor appointment letter
16. When claim case becomes legal case, case status must show legal
17. Edit facility to rectify entry mistake is required.
18. Hierarchy in data entry system, means entered date must be approved at one stage higher

5). Re-INSURANCE MODULE

1. If any major and hazardous risk with high sum insured is involved, DOI manages/reduces such risks by way re-insurance.
2. Having re-insurance support, DOI remits reinsurance premium to respective insurance company and makes necessary entry in its premium register.
3. If said risk/policy under which claim preferred got reinsured and settled by DOI being co-insurer, DOI raises reinsurance claim recovery from reinsurer and makes necessary entries in its books i.e. claim paid register when such reinsurance claim recovery amount is received from reinsurer

Re-Insurance Reports

1. Re-insurance Entry Register
2. Re-insurance Claim Recovery Register
3. Re-insurance Premium Payable Register
4. Re-insurance Claim Recovery Register

6). LEGAL SECTION MODULE

1. When any claim becomes a legal case, the status of such claim must reflect in all claim related reports as "Legal".
2. When any appeal is preferred before State Consumer Redressal Commission, DOI has to deposit 50% of award amount of Dist. Forum with CDRC and same deposit amount is refunded with applicable interest by CDRC on disposal of such appeals. Provision is required to be made for such entries.
3. Provision of Payment to advocates/investigators during currency of case is required.
4. Age-wise report for pending court cases is required.

All types of payments Memorandums are to be generated from system.

Legal Section Module Reports

1. Forum Case Register
2. State Commission Appeal Register
3. National Commission Appeal Register
4. Paid Report
5. Appeal Report
6. Forum wise Case status report

7). ACCOUNT MODULE (COMMERCIAL)

Required Reports to be included in IFMS 2 Module

Sr. No.	Reports
1	Cheque Register
2	Treasury Schedule
3	Premium Subsidiary Register
4	Premium Abstract
5	Premium Account
6	Re-insurance Premium Payable to GIC
7	Re-insurance Premium Payable on Facultative basis
8	Gross Direct Premia
9	Reserve for Unexpired Risk
10	Claim Paid Register

11	Claim Abstract
12	Co-insurance Claim recoverable
13	Re-insurance Claim recoverable
14	Excess Account
15	Depreciation Account
16	Management Expenditure Account
17	Interest Account
18	Fund Balance Account
19	Cash Balance Account
20	Terrorism Pool Account (GIC)
21	Terrorism Pool Admin Charge Account (GIC)
22	Terrorism Premium Account
23	Terrorism Commission Account
24	Fees to IRDA
25	Pension Contribution Account
26	Various Memorandum for payment
27	Service tax on direct business, on JPA, On Terrorism pool premium and service tax as per GIC matrix
28	Service tax on RI to GIC
29	GIC Border
30	Revenue Account
31	Balance-Sheet
32	Various Schedule

The necessary Format will be provided when required

8). ACCOUNT MODULE (ADMIN)

Required Reports to be included in IFMS 2 Module

1. Receipt Generation (BTR-5)
2. Challan Generation (For Depositing fund into Govt. income head)
3. Challan Register (Having Details of challans deposited on daily basis)
4. Cashbook (Receipt & Payment transection details with opening and Closing balance)
5. Stamp Register (Details of receipt & disbursement of service stamp)
6. P.A.O/Treasury cheque Register (Having detail of cheque required from Treasury & P.A.O and their dispatch date)

9). INWARD / OUTWARD REGISTER MODULE

Inward Module

- All letters physically received in Directorate of Insurance should be registered in the system
- Then after it should be forwarded to respective employee / officer for further action along with physical copy.

Outward Module

- Outward detail should be mention again each and every incoming letter just like File, Noted, Transfer or Date of reply.

Note: -

***Detailed Information Regarding all modules Reports and Process of generating Reports will be explained in detail and all necessary formats of reports will be provided at the time of SRS.
Data need to migrate from Premia Software to IFMS Phase 2.**