

**Clarifications of Pre-Bid Queries for "Providing Business Intelligence Tools for Analytics Based Tax Administration and compliance Management Commissioner of Commercial Tax- Gujarat"**

S.No.	RFP Section No.	RFP Clause Details	RFP Page No.	Particulars of the query/Clarification	Request from Bidder	Clarifications by GIL/CCT
1	Section II - Instructions to Bidders	32 Interpretation of clauses in the Tender Document/Contract Document  In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GIL's interpretation of the clauses shall be final and binding on all parties.	17	Bidder requests modification: -  <del>In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GIL's interpretation of the clauses shall be final and binding on all parties.</del>	Arbitration should be allowed as per provisions of law arbitration act 1996	Arbitration should be allowed as per provisions of law arbitration act 1996 or latest
2	Section III - General Conditions of Contract	9 Change Order  During the development 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.	22	Bidder requests modification: During the development phase, any change in scope of work, or in design and development of Decision Support systems (DSS) or of Management Information system (MIS); <b><i>which was originally not covered under RFP or contract thereafter;</i></b> shall <del>not</del> be construed as change Request order. <del>and instead will become part of scope of work accompanying this bid document.</del>	Redevelopment is cost and hence the requested modification should be considered.	No Change. As per RFP
3	Section III - General Conditions of Contract	25 Site Preparation and Installation		Request addition to the clause: Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	Request you to consider the addition of clause as it affects delivery schedule and LD.	Any delay from department may not be considered in the delay of bidder.

4	Section III - General Conditions of Contract	30 Resolution of Disputes  30.1 In this regard CCT doesn't go for any arbitration on dispute and CCT's decision will be final and binding on the service provider.	27	Bidder requests modification: -  <del>30.1 In this regard CCT doesn't go for any arbitration on dispute and CCT's decision will be final and binding on the service provider.</del>  <b><u>This Agreement shall be governed by laws in force in India. In the event of any dispute arising out of this Agreement the same shall be settled by binding arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Bengaluru. The language of the arbitration proceedings shall be English. Any dispute arising in relation to this Agreement shall be subject to the jurisdiction of the courts at Bengaluru.</u></b>	Arbitration should be allowed as per provisions of law arbitration act 1996	As above 1.
5	Section IV - Service Level Agreement and Penalty Clause	1.1.1 Implementation related penalty of service levels	29-31	Request penalty on account of delay to be levied at 1% value of the milestone value per week subject to a maximum capping of 10% value of that particular milestone.	All penalty percentages should be milestone based & not contract based.	No Change.  <b>1. Implementation related penalty of service levels:</b> However, this is to clarify that in case of Implementation related penalty of service levels, it is not on overall contract value. It is milestone wise only and penalty is for software component item no. 1 and 2 of the financial bid.
6	Section III - General Conditions of Contract	Change request during O&M phase	-	-	Additional work during O&M phase may be considered as change request	No. During the O&M, any change or new development arise, the same will have to be completed by O&M team proposed in the time line as may be decided mutually with no any additional cost to CCT.