

Clarifications of Queries received in pre-bid meeting

RFP for development of GPS based Vehicle Tracking System for Office of the Commissioner of Geology & Mining (CGM)

Tender no: SW27062017138

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
1.	Eligibility Criteria, Turnover Requirement Page no. 10	The bidder must have turnover of Software/IT products Development and Support service activities of at least Rs. 25 Crores for each of the last three financial years as on 31.03.2016.	Please revise as below: The bidder must have an average annual turnover of Software/IT products Development and Support service activities of at least Rs. 5 Crores for each of the last three financial years as on 31.03.2016	Please see corrigendum
2.	Eligibility Criteria, Turnover Requirement Page no. 10	The bidder must have implemented & operationalized at least 1 (One) such GPS based tracking System/solution comprising of at least 1000 vehicles including operation services in last 5 years as on 31.03.2016	Please revise as below: The bidder must have implemented & operationalized at least 1 (One) such GPS based tracking System/solution comprising of at least 300 vehicles including operation services in last 5 years as on 31.03.2016	Please see corrigendum
3.	EMD Page no. 14	Earnest Money Deposit Rs. 40,00,000/- (Rupees Forty lacs only) in the form of DD/BG in favour of "Gujarat Informatics Limited" payable at Gandhinagar.	Please allow EMD exemption for MSME/NSIC registered vendors. If EMD exemption cannot be allowed kindly revise as below: Earnest Money Deposit Rs. 5,00,000/- (Rupees Five lacs only) in the form of DD/BG in favour of "Gujarat Informatics Limited" payable at Gandhinagar.	No Change. As per RFP
4.	1.1 , Pg 7	EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of All Nationalized Bank including the public sector bank or Private Sector Banks or bank	It is recommended that EMD validity should not be more than bid validity i.e. 180 days after the date of financial bid submission	No Change. As per RFP
5.	2.10.2.2. , Pg 13	The bid security of Rs. 40,00,000/- (Rupees Forty Lacs Only) and bid processing fee of Rs. 15,000/- (Rupees Fifteen Thousand Only) are to be submitted physical in the form of DD (Demand Draft) favoring of Gujarat Informatics Ltd, Gandhinagar in sealed cover clearly mentioning that "EMD & Bid	This section contradicts Section 1.1 which says that the EMD can be in the the form of BG. Kindly confirm that EMD can be in the form of BG.	EMD may be submitted as DD or BG.

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		Processing Fee of the GPS Based Vehicle Tracking & Monitoring System (VTMS) for CGM” at GIL on the address mentioned in Section-1.		
6.	2.15.2. , Pg 15	In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security period provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid	Price modification at the time of bid validity extension should be negotiable	No change. As per RFP.
7.	5.1 , Pg 41	Payment Schedule	<p>It is recommended to change the payment terms as mentioned below, because RFP terms are not favorable to TCS.</p> <ul style="list-style-type: none"> - 100% payment for Hardware and Software on delivery and Installation. - 100% payment of training cost upon completion of training - Payment for Infra O&M as equated quarterly installment in Advance - Payment for Services O&M as equated monthly installment in Arrears. 	No Change. As per RFP
8.	7.2.1.1. , Pg 45	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 CGM. If delay exceeds maximum delay of 5 weeks at the particular milestone, CGM may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited. The successful bidder will	It is recommended that bidder should not be blacklisted in case of termination of contract	No Change. As per RFP.

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		be further blacklisted from participation in future government contracts.		
9.	9.10. , Pg 50	Exit Management Plan	It is recommended to add a notice period of 180 days to the Exit management clause	Pls refer Point # 4 of 9.10: Exit Mgmt. Plan
10.	9.13.2. , Pg 51	Termination for Convenience:	It is recommended to modify the clause so that both parties can terminate the contract with a notice not less than 90 days	No change. As per RFP
11.	9.19.1 , Pg 54	Performance of the contract is governed by the terms the conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the Schedule of Requirement, the clauses of payments etc. In such a situation disputes arising between parties are out of contract, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then clause 8.18 shall become applicable. Amicable settlement clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of security breach relating to PHI carried out by either bidder organization itself or its employees	There is no clause 8.18 mentioned in the RFP	Please read Clause 8.18 as 9.18

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12.	9.21 , Pg 55	The contract period is of 8 years. However the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 5 Years. The SI agrees that in any case SI 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 And other professionally undesirable circumstances.	It is recommended that the contract period is 5 years which can be extended for 3 more years on mutual consent basis	The contract period is for 5 years.
13.	9.23 , Pg 55	Limitation of Liability In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.	The liability under this clause should not be more than 10% of the TCV	No change. As per RFP
14.	9.26 , Pg 56	The SI shall fully familiarize themselves about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, GST, CST, Income Tax, duties, fees, levies, etc.) on amount payable by CGM under the contract. The SI shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law. The billing should be done in Gujarat only	An increase in taxes due to change in existing tax rates and introduction of new tax should be borne by the customer	Taxes are extra as applicable at the time of invoicing.

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15.			Credit Period is nowhere given in RFP. It is recommended to pay the invoices raised by TCS within 30 days of receipt of invoices, failing which interest @ 2% per month shall be charged.	No Change. As per RFP
16.			There is no clause for transfer of ownership for H/W & S/W to customer. It is recommended that ownership of H/W, S/W and equipment's shall be transferred to customer upon delivery.	Acceptable. Pls refer Clause 2.12.4.4 and Clause 9.9
17.			Where should the SI resources be working from?	It shall be decided at the time of project execution mutually.
18.	1.2 , Pg 8, 14	Bid validity of 180 days. Proposals shall remain valid for a period of 180 days (one hundred eighty days) after the date of financial bid opening prescribed in the RFP.	There is no mention of financial bid opening date in the RFP. Please change this to - Bid validity of 180 days from technical/financial bid submission date.	The bid validity of 180 days from the technical bid submission date.
19.	3.4 , Pg 26	Feature of getting alerts through SMS / emails	We assume that the department will provide SMS and email gateways and bear the cost of SMS. Please confirm.	Yes.
20.	3.4 , Pg 26	The proposed application is also envisaged to be integrated and operated using smartphone devices and hence the development of application has to be done to support mobile based usage and reporting.	Please provide clarity on the features / modules to be made available on mobiles.	As per corrigendum.
21.	3.4 , Pg 26	Mobile apps.	Which all mobiles need to be supported?	Standard Platforms – Android, iOS, Windows
22.	3.4 , Pg 31	16. Integration of VTMS with different applications in CGM	Kindly provide more details of the applications with which we need to integrate the envisaged VTMS application such as their technology stack.	The proposed VTMS application shall be scalable to integrate with third party application or any other existing application. The SI shall be responsible to give API for integration.

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23.	20 , Pg 34	SI should be available for IPV4 to IPV6 migration and initial support even after contract expires.	The scope of work should be for the defined project duration. Hence after the contract expires SI cannot be expected to take up this migration activity. Request to remove this statement.	No Change. As per RFP
24.	20 , Pg 38	Department will provide the necessary space for training	Please confirm that this training location will have required systems, connectivity, furniture, projectors and other logistics as required for training sessions.	Acceptable. However, training material shall be provided by SI.
25.	6 , Pg 43	CVs for each to be presented as part of the response who would be available to CGM for this project.	Kindly allow us to provide indicative CVs at the time of bidding and later deploy resources of equivalent skillsets during the contract startup. Else we cannot keep resources on bench until the contract gets signed; since this adds to cost to company without any productivity.	No Change. As per RFP.
26.	7 , Pg 45	SLA penalty capping	Please confirm the SLA penalty is capped at 5% of Total Contract Value,	Category wise penalty has already been defined with cap.
27.	2.3(3)/page no 10	The bidder must have turnover of Software/IT products Development and Support service activities of at least Rs. 25 crores for each of the last three financial years as on 31.03.2016.	Kindly increase the turnover to 500 crores.	Please see corrigendum
28.	2.3(4)/page no 10	The Company should be in the field of IT business and having experience of development and implementing Fleet Management System for the last 5 years.	Kindly change this clause to "The Company should be in the field of IT business and having experience of development and implementing Fleet Management System for the last 7 years."	No Change. As per RFP
29.	2.3(5)/page no 10	The bidder must have implemented & operationalized at least 1 (One) such GPS based tracking System/solution comprising of at least 1000 vehicles including operation services in last 5 years as on 31.03.2016	Kindly change the clause to " The bidder must have implemented & operationalized at least 1 (One) such GPS based tracking System / solution comprising of at least 1000 vehicles including operation services in last 7 years as on 31.03.2016 "	Please see corrigendum

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30.	2.3(7)/page no 10	The bidder should have at least 100 technically trained employees on its payroll as on 31.03.2016. Out of them 50 employees should be in the Design, development and integrated IT Solution, implementation support, configuration, customization, testing, user acceptance, training, hand holding and application support activities.	Kindly increase the employee strength to atleast 10,000 .	No Change. As per RFP
31.	2.22.6(2)/page no 18	No. of projects for which bidder has completed / ongoing demonstrable expertise and experience in such GPS based Vehicle Tracking & Monitoring System (VTMS) in last 5 years >= 4 projects – 10 marks 2-3 projects – 7 marks 1 project – 3 marks	Kindly change the marking criteria as follows , >3 projects – 10 marks 2-3 projects – 7 marks 1 project – 3 marks	Please see corrigendum
32.	2.22.6(7)/page no 19	Experience of Similar GPS based vehicle tracking project in Mining sector More than 4 projects –5 marks 2 projects – 3 marks 1 project – 2 marks	Kindly modify the clause as "Experience of Similar GPS based vehicle tracking project in Mining OR transport sector More than 4 projects –5 marks 2 projects – 3 marks 1 project – 2 marks	Please see corrigendum
33.	2.22.6(6)/page no 18	The Company should have experience of completed/ ongoing implementation of one similar GPS based vehicle tracking project having no. of vehicles in last 5 years.	Kindly modify the clause as "The Company should have experience of completed/ ongoing implementation of one similar GPS based vehicle tracking project having no. of vehicles in last 7 years."	No Change. As per RFP
34.	Pg 33	19. Scope for Functional Testing of VTMS with GPS-Devices by successful bidder: To conduct the Functional Testing, the bidder shall have to arrange the required IT Infrastructure including hardware, software, database or any other components required for FAT of the developed VTMS application.	Kindly clarify the infrastructure needs to be deployed in the customer premise of it can be deployed at SI's premise. In case if the infrastructure needs to be deployed in customer premise, will department provide necessary space, power, cooling, connectivity etc..?	No. SI has to arrange at their own.

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35.	Pg 34	20. General Terms & conditions regarding Scope of work: 4. After the completion of the Contract, all Software and Hardware shall be handed over to Department at no cost.	The ownership of all components would be transferred to department on delivery	As above.
36.	Pg 34	The Implementing Agency Should also has to deploy resources at District Headquarter Level for providing support (live Report Generation) to Department Users during operations	Kindly clarify how many resources to be deployed	Please see corrigendum
37.	Pg 35	The Implementation Agency shall also provide requisite technical manpower at each district location considering Standbys/Relievers to ensure effective operations of the system.	Kindly clarify how many resources to be deployed	Please see corrigendum
38.	3.2. Objectives of the Proposed Solution Page:24	f. Reconciliation with transaction data of mining as per its ATR (All Time Royalty Pass) generation which shall include reporting of reduction or loss of mineral on the way by any means like loose packing in vehicle, human carelessness, road terrain impact, etc. and the same shall be detected and notified to the concerned immediately	We Assume that reduction or loss of mineral on the way by any means like loose packing in vehicle, human carelessness, road terrain impact, will this be external inputs to VTMS. Please confirm.	Presently, it is expected the VTMS to at least reconciling the relevant data with ILMS.
39.	3.4. Scope of Work for GPS-based Vehicle Tracking & Monitoring System (VTMS) page:26	4. RFID tags will also be installed into the vehicles, so that through RFID reader installed at mines, at CGM check-posts or other monitoring locations like RTO or Octroi check-posts, the real-time location and timestamp along with other essential data parameters can be captured, thus to reconcile with the application filed for Royalty Pass and for the centralized MIS report dashboard.	Is RFID readers are in VTMS scope? The same is not mentioned in the financial bid (clause 10.3 / page 60). We suggest RFID tag and reader is not required for the requirement mentioned in this clause. GPS device with geo-fencing will meet the requirement. Moreover RTO or Octroi check-posts will not be applicable implementation of GST.	The VTMS application shall have the capability to integrate with RFID system. Department may undergo for similar integration in future.
40.	Page 27 / 18	Facility to provide the pre-registration for installation of devices for mines vehicle owner	Requirement is not clear. Please elaborate.	This is not for registration of vehicle. This is related to

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				installation of GPS devices in those vehicles.
41.	a) GPS-technology based online Vehicle Tracking & Monitoring System application Page:27	Through this RFP, the bidder is expected to design and develop the VTMS application to be integrated with GPS devices installed across registered vehicles with department for transporting minerals.	What kind of GPS devices is installed already? Please provide details.	The information will be available to the successful bidder. CGM, as a dept. do not have any records for GPS-Devices installed presently in any of the lessee's registered vehicles, however if any standard GPS-device is installed then the proposed VTMS application needs to be integrated and compatible.
42.	b) GPS Device Kit or System hardware page:27	GPS-device hardware will be installed in each registered vehicle and will be connected with vehicle battery and ignition chip of the vehicle. In case of removal of the device, it should generate alert and it should not allow to start the vehicle.	We understand that on removal of GPS device vehicle should not be allowed to start/move. When device is installed it can be allowed to move. Please confirm.	It is desired that the VTMS application shall always track the GPS device, however in case of any breakdown or towing, where it needs to be remove, it has to be reported to CGM.
43.	b) GPS Device Kit or System hardware page:27	The GPS-device shall be capable to work in case of failure or malfunctioning of Vehicle Battery also.	For how many hours the GPS device needs to work on internal battery?	Please see corrigendum
44.	Page 30 / vii	The system should have analytics features like I/O analysis (Ignition on/off), Door open/close, Temperature, fuel level, over-speeding etc.	Few of these data is available through vehicle CAN: 1- Will the vehicles be having CAN interface? 2- Is it required to propose the GPS device with CAN? 3- Temperature: device temperature or cabin temperature? Are the sensors installed? Please provide the details?	Please see corrigendum

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45.	C. Alert Management: Page:37	• Idling Alert: Email and SMS alerts in the events when the GPS unit gets cut off from the vehicle battery or the GPS-signal is obstructed due to some action of tampering with the GPS device or when vehicle is in an idle situation (Engine On, not moving), vehicle battery voltage falls below pre-set threshold etc. events beyond a pre-defined time period.	We assume that Engine On mentioned in this clause is ignition on. Please confirm.	Yes.
46.	Page 29/1... Page 30/7	Provide Map Data covering mine sites, check-posts and other Point-of-Interest locations as required by CGM on 1:50000 (cm) scale The Bidder will integrate the GIS based base map and Map data provided by CGM. The Bidder would also integrate the routes and location geofences from data created by CGM	These two clauses are contradictory. We assume that GIS map data and Route /location geo-fences will be provided by CGM and the bidder needs to integrate the VTMS with the same. Please confirm.	The proposed GPS-based VTMS system is to be developed using Open Standard GIS tools. However, CGM will provide maps and other details, if available with them.
47.	Page 29. A Desired Features	Desired Features	Where will the central control center be located? Is the whole state divided into zones and Regions? Can we get a list?	Central site at CGM office, Gandhinagar.
48.		Desired Features	How many source locations are there? How many source destination pairs are in operation? Are there any source destination pairs that are more crowded than others, or which are high priority? How many people are expected to monitor at the control center? Will it be round the clock?	Details may be provided to successful bidder as required.
49.		Desired Features	Will the ATR Pass provide the important check posts, Roads or reporting points?	No. it provides only origin and destination.
50.		Desired Features	<ul style="list-style-type: none"> What is the ERP that is being implemented? Are there any restrictions on the usage of Google maps (cost will be included in the proposal)? 	<ul style="list-style-type: none"> The details of the same will be provided to successful bidder. Bidder need to propose.

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51.		Desired Features	In what format does ILMS provide information to VTMS System?	The details of the same will be provided to successful bidder.
52.	Page 31/16	The VTMS system shall develop VTMS application considering the requirement of its integration with various ERP and Software Applications installed at CGM presently, as well as with some Applications which will be implemented during the operational period of VTMS.	Please provide the interface details of the ERP being implemented.	The proposed VTMS application shall be scalable to integrate with third party application or any other existing application. The SI shall be responsible to give API for integration.
53.	19/ 5 , Page 34	<p>The bidder will be required to provide SIM for enabling GPRS on the GPS Device and will have to make payments for the periodic bill. GPRS plan taken by bidder should be such that the users shall get access to only designated site and CGM shall not pay any extra amount.</p> <p>The GPS device is required to hold data for the period of Functional Testing (2) months.</p>	<p>1- 2 Months data will be available at the central application site. GPS devices stores location data in case of non-availability GPRS network and sends to central application as and when the coverage available. 2 months location data will not available at device level. Please confirm</p> <p>2- Does the bidder need to pay for these GPRS connections for entire contract period or only Functional testing phase? As per the guidelines, the GPRS usage per month be paid by the connection the user only and hence request CGM to exclude the GPRS monthly charges from bidders scope.</p>	<p>1. Yes. It should be available at Central Server.</p> <p>2. During the FAT phase, the GPRS usage per month be paid by the SI.</p>
54.	D. Desired Features and Specifications of the GPS-device System Page:38	f. The system should be able to generate accident, breakdown or harsh breaking alerts	The alerts accident and breakdown are manual inputs from driver? Please clarify.	SI to propose.
55.	3.5. Proposed timelines	<p>T + 4 Months for: AS-IS report Submission</p> <ul style="list-style-type: none"> • Business Process Re-engineering Report 	4 months for the scope mentioned is too short. We request CGM to extend the implementation time to 6 months after SRS approval.	No Change. As per RFP.

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	for Implement ation / page 40	Submission • To-Be report (For all the modules already developed by other agencies and also the service identified in the Conceptualization report) Submission • F R S Submission • SRS Report Submission • Architecture and DB design Report Submission• Deployment Plan Submission		
56.	7.2.2.1. For Software Uptime page 46	Product availability > 99 %	Availability of 99 % for this kind of project is too high. Request to revise this to 95%.	No Change. As per RFP.
57.	7.2.2.1. For Software Uptime page 46	Penalty - 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 time more than 10 hours on a quarterly basis.	Penalty is very high. Request CGM to revise the penalties.	No Change. As per RFP.
58.	10.3 page 60 Financial bid	Charges for GPS-Devices kit (100 nos.) including internet enabled SIM in the identified vehicles for Functional Testing of VTMS application.	The prices are asked only for 100 numbers GPS devices. As mentioned in clause 3.4. Scope of Work for GPS-based Vehicle Tracking & Monitoring System (VTMS) page 25 there are 125000 registered vehicles and each vehicle are to be fitted with GPS. Are GPS devices already installed? If yes, what are makes? If not How CGM planning to get GPS installed on the vehicles? Is it planned to have separate tender for GPS devices?	100 numbers GPS devices asked is for FAT only. Based on the successful FAT, further decision may be taken by CGM for the procurement of compatible GPS-Devices through separate tendering process.
59.	Page No. 26/Point No. 13	Feature of getting alerts through SMS / emails	Through Server or Hardware?	SI to propose
		Generating Auto Call to the predefined numbers	How Many predefined Numbers?	May be decided/ given at the time of implementation.

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			In Case of failure to connect predefined number what action should take?	The system should be mature enough to alert/handle such exceptions and resolve the issues immediately. Also the system should keep logs of any such instances.
		siren mechanism in control / Command Center.	What is siren Mechanism in control room?	Basically an Alert should be generated in form of siren / sound in the Control Room.
60.	Page No. 31/Point No. 16	As well as with some applications which will be implemented during the operational period of VTMS.	Total application to integrate	As above.
61.	Page No. 32/Point No. 18	Emergency/incidents cover the following scenarios: Collision, illness or other non-criminal incident requiring medical support	Need Clarification	Query not clear.
62.	2.3 Eligibility Criteria (Clause 3/ Page 10)	The bidder must have turnover of Software / IT products Development and Support service activities of at least Rs. 25 crores for each of the last three financial years as on 31.03.2016.	In order to increase the participation of more competitive bidders we request the authority to reduce the turnover to 10 crores during each of the last three financial years as on 31.03.2016. Also, we request the authority to allow bidders use its financial credentials who are wholly owned subsidiary of its foreign parent company (holds the same name)	Please see corrigendum
63.	2.22.6 (Clause 5/ Page 18)	Manpower deployed by the organization for managed IT services in India as on 31st March 2016. > 500 – 10 marks ≥200 and up to 500 – 7 marks ≥100 and up to 200 – 5 marks > 100 – 3 marks	We request the authority to revise the manpower deployment score as shown below: >150 to => 200 - 10 marks >100 and up to 150 – 7 marks >50 and up to 100 – 5 marks ≤ 50 – 3 marks	Please see corrigendum
64.	2.22.6 (Clause 7/ Page 19)	Experience of Similar GPS based vehicle tracking project in Mining sector More than 4 projects – 5 marks 2 projects – 3 marks 1 project – 2 marks	Considering the bidders expertise in highly challenging complex projects, we request the authority not to limit the experience of Vehicle Tracking project in Mining Sector but also consider experience of GPS based tracking	Please see corrigendum

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			projects on vehicles that carry highly explosive goods like Oil or Gas.											
65.	5.1. Payment Schedule		<div>We kindly request the authority to revise the payment criteria as below</div> <table><tr><td>Acceptance of User Requirement Specification of application</td><td>15% payment will be released</td></tr><tr><td>Successful Commissioning of software on user's platform including integration with existing ILMS</td><td>35% payment will be released</td></tr><tr><td>Submission of report from EQDC and Security audit clearance certificate and user's manual (Operational Manual) of overall system</td><td>15% payment will be released</td></tr><tr><td>All the modules fully functional & the systems Goes Live</td><td>20% payment will be released</td></tr><tr><td>After completion of application support for one year including change request & bug fixing, if any.</td><td>15% payment will be released</td></tr></table>	Acceptance of User Requirement Specification of application	15% payment will be released	Successful Commissioning of software on user's platform including integration with existing ILMS	35% payment will be released	Submission of report from EQDC and Security audit clearance certificate and user's manual (Operational Manual) of overall system	15% payment will be released	All the modules fully functional & the systems Goes Live	20% payment will be released	After completion of application support for one year including change request & bug fixing, if any.	15% payment will be released	No Change. As per RFP
Acceptance of User Requirement Specification of application	15% payment will be released													
Successful Commissioning of software on user's platform including integration with existing ILMS	35% payment will be released													
Submission of report from EQDC and Security audit clearance certificate and user's manual (Operational Manual) of overall system	15% payment will be released													
All the modules fully functional & the systems Goes Live	20% payment will be released													
After completion of application support for one year including change request & bug fixing, if any.	15% payment will be released													
66.	General	-	We anticipate that the pre-bid query responses will be published within a week post the submission of the queries, this will give the bidders only few days to work on this comprehensive bid with multiple OEMs and other teams. Hence we request the authority to extend the submission date minimum 3 weeks from the current deadline	No Change. As per RFP										
67.	3.4 Sub Sl. 2	There are more than 125000 registered vehicles authorized for transport of minerals by different lessees. The details and records of these vehicles is managed in ILMS application.	Please let us know the procedure/process for registering our GPS devices. Please let us know the scalability time frame to register 1.25 lakh vehicles	VTMS shall have the facility to register GPS devices to be installed in pre-registered vehicles.										

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68.	3.4 Sub Sl. 4	4. RFID tags will also be installed into the vehicles, so that through RFID reader installed at mines, at CGM check-posts or other monitoring locations like RTO or Octroi check-posts, the real-time location and timestamp along with other essential data parameters can be captured, thus to reconcile with the application filed for Royalty Pass and for the centralized MIS report dashboard.	Please let us know if the GPS device must have capabilities to read RFID tags and if the software platform should directly take the information from the RFID tag via the GPS device	As above.
69.	3.4 Sub Sl. 6	The proposed VTMS application has to be synchronized digitally with other CGM applications including ILMS (Integrated Lease Management System) and the Centralized Information Dashboard, and provide APIs and data feeds, wherever required. The VTMS application shall integrate with other CGM applications and provide the required data, attributes and other parameters for development of APIs.	Please provide more information about ILMS, its platform details and what APIs needs to be exposed	Will be provided to SI.
70.	3.4 b	GPS-device hardware will be installed in each registered vehicle and will be connected with vehicle battery and ignition chip of the vehicle. In case of removal of the device, it should generate alert and it should not allow to start the vehicle.	This would involve configuring of digital output to immobilize the vehicle. Though the solution would have capabilities normally due to safety aspects this is not implemented. Please clarify if this is a must	It must be required.
71.	20 B Sub Sl.i	Temper Alert including enroute offloading alert (unless planned/intimated)	Please let us know what would be the interface to the offloading unit. Will it be a switch ON/OFF switch in the driver cabin normally used to activate the tipping function?	Bidder to propose the feature of application.
72.	Clause: 6, Page: 10	The Bidder should be a Total Solution Provider(SI) having CMMi level 3 certification software development & services and relevant ISO 9001:2008 or latest	Trimble is a global pioneer in GPS system & software application. More than 1.5 million fleet globally & more than 55,000 vehicles in India. Hence request GIL to relax norms on CMMi level	No change. As per RFP

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
			3 certification software development & services and relevant ISO 9001:2008 or latest.	
73.	Clause: b, Page: 27	GPS-device hardware will be installed in each registered vehicle and will be connected with vehicle battery and ignition chip of the vehicle	What is mean by Ignition Chip? Is it ECU or it is Ignition switch?	Ignition switch
74.	Clause: a, Page: 27	The VTMS application will generate a proposed Navigation Route (including alternate routes) based on the Source and Destination coordinates	What is criteria for generating proposed navigation route and alternate routes?	Proposed Navigation Route will be based on the Origin & Destination locations in ATR, however, Bidder to propose the feature of application.
75.	Clause: 1, Page: 29	Provide Map Data covering mine sites, check-posts and other Point-of-Interest locations as required by CGM on 1:50000 (cm) scale with the following details as selectable layers with their names superimposed (on selection)	In whose scope will be Check posts, route masters?	The proposed GPS-based VTMS system is to be developed using Open Standard GIS tools. However, CGM will provide maps and other details, if available with them.
76.	Clause: vii, Page: 30	The system should have analytics features like I/O analysis (Ignition on/off), Door open/close, Temperature, fuel level, over-speeding etc.	Do we require to track Door- Open/Close, temperature, fuel level, over speeding? If yes, what analytics is required, any specific format?	These are desired features.
77.	Clause: 5, Page: 30	The mapping platform should allow different mapping profiles. Different layers and details should be visible for different access level. For Example: General Users will be able to view consumer map. Internal users will be able to view other layers such as stations, streets names, water features, parks, major buildings etc	What is the meaning of consumer map?	Will be explain to successful bidder.
78.	Clause: 9, Page: 31	It shall allow the user to zoom and pan freely through the map, and be able to present visualizations on GIS map data as per MIS dashboard requirements / formats.	Any specific format for reports and dashboards for visualizations ?	Bidder to propose the feature of application.
79.	Clause: 18, Page: 32	- Collision, illness or other non-criminal incident requiring medical support	How to capture scenarios like illness, assault, aggressive or security incident?	Bidder to propose the feature of application.

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
		- Assault, aggressive or security incident, requiring police/security response		
80.	Clause: e, Page: 35	Geo-fencing violation report: The system should generate email and SMS alerts for vehicles while crossing any CGM check-posts, RTO check-posts or while entering / exiting any prohibited or specific concern zones ear-marked by CGM during the trip through geofencing.	Who will be responsible for geo-fence master data base?	The proposed GPS-based VTMS system is to be developed using Open Standard GIS tools. Also CGM will provide maps and other details available with them.
81.	Clause: e, Page: 38	In case of any attempt of tampering or damaging the GPS device, the system must immediately generate an Auto Call, SMS and email alert to Control Room	What is the meaning of Auto Call?	As above.
82.	Clause: , Page: 39	All change request during contract period without any additional cost	Needs more clarity on scope & additional efforts.	No Change. As per RFP.
83.	Clause: 3.5, Page: 40	Functional Testing, UAT and Training to staff (For applications developed by the SI along with GPS Device testing) T + 2 Months	"T + 2 Months" should be "T + 4 + 2 Months"	Yes.
84.	Point : 2.22.6.2. Financial Bid Opening:	The bidder who quoted lowest rate will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same financial quote, the bidder with the higher technical score will be invited for negotiations for awarding the contract.	Please give clarification for on the bid evaluation method.	As per corrigendum.
85.	Point : 2.3. Eligibility Criteria	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 the CGM office/ places specified by CGM Office in Gandhinagar and anywhere else in Gujarat.	Please clarify this point. We understand this is for the manpower which is to be deployed for the remotely hand holding support.	Means, SI shall employ all the resources with the necessary capabilities catering to different phases of project implementation, as defined in the scope of work. No out-sourcing will be permitted.

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
86.	Point : 3.4 Scope of Work for GPS-based Vehicle Tracking & Monitoring System (VTMS)	The proposed VTMS application has to be synchronized digitally with other CGM applications including ILMS (Integrated Lease Management System) and the Centralized Information Dashboard, and provide APIs and data feeds, wherever required. The VTMS application shall integrate with other CGM applications and provide the required data, attributes and other parameters for development of APIs.	We assume that web services will be provided by the CGM for integration of ILMS application with VTMS application.	Yes.
87.	Point : 3.4 Scope of Work for GPS-based Vehicle Tracking & Monitoring System (VTMS)	Feature of getting alerts through SMS / emails wherever required should be enabled in the application. The alerts should have categories with Higher Priority alerts been additionally generating Auto Call to the predefined numbers and triggering some siren mechanism in control / Command Center.	We assume that SMS and Email gateway will be provided by CGM	As above.
88.	Point : 3.4 Scope of Work for GPS-based Vehicle Tracking & Monitoring System (VTMS)	RFID tags will also be installed into the vehicles, so that through RFID reader installed at mines, at CGM check-posts or other monitoring locations like RTO or Octroi check-posts, the real-time location and timestamp along with other essential data parameters can be captured, thus to reconcile with the application filed for Royalty Pass and for the centralized MIS report dashboard.	We assume that web services will be provided by the CGM for integration of RFID, RTO & Octroi application with VTMS application Kindly share the technical specification of RFID reader and RFID tag. In case of power failure at checkpoint location, how data will communication with VTMS application?	1. Web services will be provided to SI 2. RFID requirement is futuristic so will be provided as and when implemented.
89.	Point: 9.11.1. Application	As per Govt. Of Gujarat circular dated 10th March 2006, the CGM applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by CGM at the cost of SI. The SI must include testing cost in their financial bid. The different types of tests that has to be performed through EQDC are as mentioned below:	We requesting you, apart from bidder Department will perform the EQDC for application testing and department will select one security auditor from empanelment agencies and perform the third party application security testing for GPS based Vehicle Tracking & Monitoring System for CGM. It will hidden cost for bidder and affect the commercial part	No Change. As per RFP.

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
90.	2.22.6. Organizational Strength	No. of years since the bidder is engaged in similar IT projects/solutions business, (as on 31.03.2016) >12 Years – 5 marks 9 –12 Years – 3 marks 5–8 Years – 2 marks	The said technologies are evolved or matured in last 5-8 years. This will limit the competition. We request to please relook on this criteria.	Please see corrigendum
91.	2.22.6. Organizational Strength	Average turnover of bidder in last three financial years as on 31st March, 2016 from Software / IT product Development and Support service activities. Year 2013-2014 Year 2014-2015 Year 2015-2016 >= Rs. 40 crores – 10 marks >= Rs 35 & upto Rs 40 crores – 7 marks >= Rs 30 & upto Rs 35 crores – 5 marks >= Rs 25 Crore & upto Rs 30 crores – 2 marks	We request to relax the turnover criteria in technical evaluation.	Please see corrigendum
92.	2.22.6. Organizational Strength	Manpower deployed by the organization for managed IT services in India as on 31st March, 2016. > 500 – 10 marks >=200 and upto 500 – 7 marks >=100 and upto 200 – 5 marks > 100 – 3 marks	We request you to please relook the criteria. The product implementation companies do not own the higher number of manpower. We request you please put more weightage on the technical capability of the organization. The scope of work of the tender is more towards integration with third party systems; we suggest that to be technically weighed.	Please see corrigendum
93.	2.22.6. Point 8 Technical Presentation	Presentation Evaluation criteria	The proposal / presentation evaluation criteria have been kept around the approach, methodology, and experience and value addition. There is no criterion which actually evaluates the Product proposed by the bidder. We request that there shall be technical evaluation of the product being proposed by the bidder as well.	Please see corrigendum
94.	3.4, D Scope of Work, Desired Features and	Specification of the GPS device	Please provide the technical specifications of the GPS device as it comes in wide range. Please provide the details of storage required in device. For Autocall, which number to be connected?	Please see corrigendum

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	Specifications of the GPS device System			
95.	7.2.2.1. For Software Uptime	Product Availability	Please elaborate more on product availability clause, we understand penalty will be calculated for the downtime pertaining to the reasons to the bidders.	Yes.
96.	2.3 Page 10,11	All the experience criteria is asking for projects for last 5 years as on 31/3/16, (It should be as on 31/3/2017)	As the tender is being submitted in July 17, we feel that all projects up to 31/3/17 should be considered for experience criteria	Yes. Experience till date of submission of the bid will be considered.
97.	2.12.2.2, Page 13	The rates of any Indian duties, Sales tax, Service tax should be quoted separately,	Should be mentioned as rate of GST should be quoted separately	Taxes are extra as applicable at the time of invoicing
98.	2.12.4.4. page 14	IPR of deliverables	The AVLS software and GPS hardware has been designed, developed and supplied by our company over last 15 years. The product has gone under numerous refinements over the years & hence 100% IPR of these item is with us. However, if any part of the project ie. Customisation is designed, developed exclusively for GIL, then this can be considered for IPR on GIL, please confirm.	Refer Clause no. 2.12.4.4.
99.	2.22.6 (3) page 18	No. of projects in State or Central Government / PSU / Quasi Government / Urban local body	We request to add in State or Central Government / PSU / Quasi Government / Urban local body or private sector organization	Please see corrigendum
100.	2.22.6 (7)	Experience... in Mining For 1 project-2 marks, for 3 projects-3 marks, but for 4 projects – Marks are not mentioned, for more than 4 projects – 5 marks	We request to change as below: 2 projects – 3 marks 3 projects -4 marks For more than 3 projects – 5 Marks For less than 2 projects – 0 marks	Please see corrigendum
101.	2.22.6.2 page 19 & Page 6	Financial Bid Opening On page 6 it is mentioned that, The bidder achieving the highest combined technical and financial score will be invited for negotiations and awarded contract.	The tech marking scheme is defined but financial marking scheme is not defined We request to define the same and make the evaluation QCBS based	Please see corrigendum

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
		On page 19 , it is mentioned that, The bidder who quoted lowest rate will be invited for negotiations for awarding the contract		
102.	3.4 , (2,3, 4)a GPS device has to be installed in all the registered vehicles of authorized le ase vendors..... RFID tags will also be installed into the vehi cles.....	This tender document states requirement for 100 GPS devices for FAT of the overall VTMS system. Will there be a separate tender for GPS Devices for the remaining vehicles?	As above.
103.	19.0 (2) page 33	On successful FAT, the required hardware infrastructure for state wide roll- Out shall be provided under the SDC Cloud infrastructure	We understand that The SDC cloud infrastructure will be provided & paid by GIL and bidder does not have to supply any IT infrastructure post FAT, please confirm our understanding	Yes, it will be provided by department / CGM.
104.	Page 10, Point 2.3 (3):	The bidder must have turnover of Software/IT products Development and Support service activities of at least Rs. 25 crores for each of the last three financial years as on 31.03.2016	Request to revise the Consolidated Turnover of the bidder to an average of Rs. 15 Crore for last three years and should not be considered for each individual financial year basis.	No change as per RFP.
105.	Page 18, Point 2.22.6 (4)	Average turnover of bidder in last three financial years as on 31st March, 2016 from Software/IT product Development and Support service activities. Year 2013-2014, Year 2014-2015, Year 2015-2016 >= Rs. 40 crores – 10 marks >= Rs 35 & upto Rs 40 crores – 7 marks >= Rs 30 & upto Rs 35 crores – 5 marks >= Rs 25 Crore & upto Rs 30 crores – 2 marks	Request to revise the individual Financial Year Turnover to Rs. 5 Cr. However, consolidated three year average turnover may be considered as Rs. 15 Cr.	No change as per RFP.
106.	Page 10, 2.3 (6)	The Bidder should be a Total Solution Provider(SI) having CMMi level 3 certification software development & services and relevant ISO 9001:2008 or latest	Company has valid ISO / IEC 270001:2013 (issued for design, development, operations and maintenance of operational management services for the transportation sector) and also have ISO 9001:2015. Request you to remove CMMi level certification, as the ISO certifications itself proves the technical capability of the bidder.	No change as per RFP.

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
107.	Page 29, Point A:	Desired Features and Specifications of the Proposed VTMS Application:	Where the passes are being generated by contractors? At mining areas itself or outside mining areas.	The ATR passes are generated online through ILMS application.
108.	Page 25, Point 3.3	To implement such system, a GPS device has to be installed in all the registered vehicles of authorized lease vendors which is transporting minerals. The proposed route of the vehicle as per the location details mentioned in the Royalty Pass generated at mining location, and the actual route followed by the vehicle has to be monitored and tracked using GPS navigation technology.	Will the Permit and Weighment verification will happen in same place or two different places.	Both the places – Origin and Destination as per ATR pass.
109.	Page 26, Point 4	RFID tags will also be installed into the vehicles, so that through RFID reader installed at mines, at CGM check-posts or other monitoring locations like RTO or Octroi check-posts, the real-time location and timestamp along with other essential data parameters can be captured, thus to reconcile with the application filed for Royalty Pass and for the centralized MIS report dashboard.	Is RFID being installed separately by department or the bidder has to provide RFID Readers and tags? Who will provide additional systems (Computers) at Mines and CGM Check-post for RFID system?	RFID Tags / Readers are presently not installed but the proposed solutions has to keep provision for it. Any related additional system / components will be arranged by CGM.
110.	Page 26, Point 14	Though the initial application is intended to monitor and track the navigation route from mine location to stockiest or destination location as per the Royalty Pass origin and destination details, the proposed application should also keep provision to further monitor and track the navigation route of the minerals being transported through Delivery Challan.	What is difference between Permit and Delivery Challan?	Terms related to ILMS application, successful bidder will be explained once onboard.
111.	Page 27, Point (b) 3 bullet	The GPS-device shall be capable to work in case of failure or malfunctioning of Vehicle Battery also	If the vehicle battery fails, how many hours GPS device internal battery should work	Ideal time is 8-10 hours.
112.	Page 30, Point vii	The system should have analytics features like I/O analysis (Ignition on/off), Door open/close, Temperature, fuel level, over-speeding etc.	Clarify on why Door Open / Close, Temperature and Fuel Level is required for monitoring for mineral movement	These are desired features.

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
113.	Page 30, Point 5	The mapping platform should allow different mapping profiles. Different layers and details should be visible for different access level. For Example: General Users will be able to view consumer map. Internal users will be able to view other layers such as stations, streets names, water features, parks, major buildings etc.	What is the necessary to display water feature, parks, and major building?	Tentative landmarks. Actual requirements will be as per department needs.
114.	Page 31, Point 16	Integration of VTMS with different applications in CGM These applications are: a. Integration Land Management System (ILMS) – operational at present b. ERP Application (under implementation) c. MIS Reports	Please share more technical details on API's of ILMS, ERP applications and MIS reports like development environment and convenient web services	Will be shared with successful bidder once onboard.
115.	Page 32, Point 18	Incident Management	Please provide more details on Incident Management and its relevance to the RFP's objectives	Pls refer RFP Point 18, Pg 32 for more details
116.	Page 35, Point 11	The VTMS application should have open standard databases such as SQL and should also be compatible to support proprietary databases like MS-SQL, Oracle etc.	Refer to page 27, point no 19, which says the application shall be implemented with open source database like Postgre and etc., however on Page 35, Point 11 it ask for open standard database like MS SQL, Oracle.	It has to be open source database like Postgres.
117.	Page 35, Point 12	The VTMS application should be developed to support Mobile-platform and should facilitate navigation through smart-phones and tablets.	Who will be end user for mobile platform to navigate the vehicle movement?	As per department requirement.
118.	Page 38, Point D (f)	The system should be able to generate accident, breakdown or harsh breaking alerts.	Please clarify in detail on this point.	These are desired features to address SOS conditions.
119.	Page 38, Point D (g)	The system should have the facility to interconnect the voice kit for two-way communication.	Kindly provide clarity on between which of the stake holders voice kit for two-way communication is required.	Should provide two-way communication feature.
120.	Page 25, Point 3.4 (2)	There are more than 125000 registered vehicles authorized for transport of minerals by different lessees. The details and records of these vehicles is managed in ILMS application.	Please provide details of type of vehicles like Tippers, Trucks, Tractors, Excavators, etc.	Will be shared with successful bidder once onboard.
M/s. ESRI India				

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
121.	Page Number 24	To achieve its objective, the Office of CGM has initiated various measures including Geo-fencing of mining areas, tracking of mineral transport movement through Vehicle Tracking and Monitoring System, Creation of Check Posts at crucial locations and converging feeds from all these systems into Command & Control Center for centralized monitoring, vigilance and control to curb malpractices like illegal mining and evasion of minerals.	<p>We understood that Department is looking for Map based Interactive Dynamic Dashboard for Command & Control Center for centralized monitoring, vigilance and control to curb malpractices with following common functions.</p> <ul style="list-style-type: none"> Enterprise GIS based dynamic dashboard application for CCC center. Extend Dashboard Application for tablet/Web, to extend control for field operation. Prepare Map Centric Dashboard for vehicle tacking. <ul style="list-style-type: none"> CCC User able to change the base map as per need. Allow CCC users to navigate to saved map extents as a bookmark. Allow CCC user to search the area in a map. Allow CCC user to define a query on map. Dashboard provide real-time vehicle tracking views. Monitor and respond to activities with Bar chart, Indicator, Gauge, Histogram, Pie Chart to display on Map based Dashboard. Text Chat: Allows quick and interactive communication between Field operation and CCC Centre. continues alarm for Event Generation through PDA in the Control Room. <p>Kindly clarify.</p>	The present requirement is only for GPS-based VTMS system. The GIS component is not under the scope of this RFP.
122.	Page Number 27 a) GPS-technology based	<ul style="list-style-type: none"> The VTMS application will generate a proposed Navigation Route (including alternate routes) based on the Source and Destination coordinates. It will then navigate and track the real-time location of vehicle through GPS device installed in 	We understood that Department is looking for Web GIS based logistic solution to generate Navigation Route Map between destination and mining location as per daily needs. This same route will follow by vehicle.	The present requirement is only for GPS-based VTMS system. The GIS component is not

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
	online Vehicle Tracking & Monitoring System application	the vehicle and will display its status on the GPS map. The system will compare the navigation route with actual route being traversed and generate alerts, alarms, triggers, etc.	<p>Kindly consider GIS-GPS –Technology for Vehicle Tracking & Monitoring System application.</p> <p>Real-Time GIS gives you the ability to simultaneously tap into, analyze, and display streaming data from many sensors, devices, and social media feeds. You can define filters and location-based analytics that automatically refine and focus real-time data on events that matter most to you.</p> <p>When locations change, patterns of interest are detected, or specified criteria are met, automatically and simultaneously send alerts to key personnel, update the map, append the database, and interact with other enterprise systems. Alerts can be sent across multiple channels such as e-mails, texts, and instant messages to those who need them, wherever they need them.</p>	under the scope of this RFP.
123.	Page Number 27 a) GPS-technology based online Vehicle Tracking & Monitoring System application	<ul style="list-style-type: none"> Through this RFP, the bidder is expected to design and develop the VTMS application to be integrated with GPS devices installed across registered vehicles with department for transporting minerals. 	<p>We understood that department is looking for Navigation Application with following functions:</p> <ul style="list-style-type: none"> Voice-guided turn-by-turn directions with automatic route recalculation. Navigate completely offline with locally stored data. Integrate with Data Collection Application. <p>Kindly clarify How many Navigation application will require?</p>	The present requirement is only for GPS-based VTMS system. The GIS component is not under the scope of this RFP.
124.	Page Number 29 A. Desired Features and	<p>Provide and customize/develop the software as per the following details</p> <p>Geographical Boundaries</p> <p>a) State, b) District, c) Block,</p>	<p>Kindly consider the Open Standard GIS tools functionalities for customize/develop the software with following functions which will enhance the VTS Application capabilities.</p>	The proposed GPS-based VTMS system is to be developed using Open Standard GIS tools

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
	Specifications of the Proposed VTMS Application :	d) Taluka e) Mine Location / Sites f) CGM Check-posts g) RTO Check-posts h) Roads / State Highways / National Highways i) Important Landmarks j) May have to update the boundaries if new administrative entities are created by the government;	1. Splash display tool 2. Zoom in /Out/Pan Tool 3. Home/Full Extent 4. My Location 5. Go to Location/Search Location 6. Default Clear selection/Graphics 7. Default Identify tool 8. Measure tool 9. Export Map tool/Print 10.Coordinate display 11.Zoom Level tool 12.Scale Bar 13.Share tools 14.Over view Map 15.Base map Change tools 16.Bookmark tools 17.Select tools 18.Attribute table/Panel view 19.dynamic legend tools 20.Layer List tools Analysis Toolbars: 1. Aggregate Incident Analysis. 2. Route Hotshot Analysis. 3. Buffer Analysis. 4. Incident Analysis. 5. Attribute Query: 6. Custom Query: 7. Spatial Query: 8. Chart Tools: Kindly clarify.	
125.	Page Number 30	III. Navigation Routes & Roads with their names on mouse over- Roads including National Highways, State Highways, major District roads, village roads and Route-Map roads of the proposed Trip as per the ATR generated in ILMS needs to be displayed on the map.	We understood that department is looking for Web GIS Application to Create Route plan for vehicle movement with following functions. 1. Route plan Application with option to represent Map and Plan table which will	The present requirement is only for GPS-based VTMS system. The GIS component is not under the scope of this RFP.

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
			<p>represent road junction to road junction with distances and estimated travel time.</p> <p>2. Route plan with Navigation options.</p> <p>3. Route plan with an option Export to Excel.</p> <p>4. <u>Connect Origins to Destinations</u> app.</p> <p>Kindly clarify.</p>	
126.	Page Number 30	2. The VTMS should have mapping features to visualize the geo-coordinates information received from GPS-device and display it in an interactive GIS map supporting the latitude, longitude location records generated by GPS devices. This should include all possible types of map views like roadmap, Satellite, Terrain, other applicable view types, possible hybrid combinations based on tracing requirements.	<p>We understood that department is looking for free base map services such as roadmap, Satellite, Terrain, Hybrid maps.</p> <p>Kindly clarify.</p>	The present requirement is only for GPS-based VTMS system. The GIS component is not under the scope of this RFP.
127.	Page Number 31	16. Integration of VTMS with different applications in CGM	<p>We under stood that GIS based VTMS will Integrate with</p> <p>a. Integration Land Management System (ILMS) – operational at present</p> <p>b. ERP Application (under implementation)</p> <p>c. MIS Reports</p> <p>Kindly clarify.</p>	Yes.
128.	Page Number 32 18. Incident Management:	Department should be able to define own business rules based on various parameters such as speed, route, trip time, stand-by time as well as certain business profile like vehicle, breakdown scenario, short-trip, vehicle interchange etc.	<p>We understood that department also looking for Incident Collection Application: This Application to enable online real-time data on mobile devices to be uploaded into the system with no manual intervention. Collect and update data form current vehicle location. Use maps anywhere to ground truth, make observations, and respond to events with following functionalities.</p> <ul style="list-style-type: none"> • Collect and update data using the Map/GPS from field. • Download maps to your device and work offline. • Collect location data. 	The desired features of Incident Management are given in RFP, however, bidder may proposed additional features according to their solution.

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
			<ul style="list-style-type: none"> • Fill out easy-to-use, map-driven forms. • Capture and Attach photos for evidence and further understanding for command and control center. • Search for places. <p>How many Incident Collection Application will require?</p> <p>Kindly consider the following analytical tools for Incident Analysis.</p> <ol style="list-style-type: none"> 1. <u>Calculate Incident Density</u>. 2. <u>Hot Spots</u>. 3. <u>Interpolate Points</u>. 4. <u>Find Nearest Incidents</u>. 5. <u>Find Similar Locations</u>. 6. Time series analysis for historical Incidents <p>Kindly clarify.</p>	
129.	Page number 38	Indicative Users are 250 out of which 10 will be Admin users. All users may be considered for concurrency.	Within 250 users how may Concurrent user will require, can we assume 50?	There will not be more than 25 concurrent users.
130.	Common questions	Department is looking for enterprise GIS with GPS based Vehicle Tracking & Monitoring System (VTMS)	<p>Hope department also wants Activity Track monitoring system for GIS Web Sites for VTMS:</p> <ol style="list-style-type: none"> 1. Reports about GIS content management system. 2. Reports about Individual Users. 3. Reports about user Groups. <p>Kindly clarify.</p>	Presently not required.
131.	RFP notice: 1.1. RFP Notice Page No: 6	The bidder achieving the highest combined technical and financial score will be invited for Negotiations and awarded contract.	We understand the tender evaluation methodology is techno commercial evaluation – (QCBS). We recommend technical weightage 70 and commercial 30, as this is highly technical project which focuses on product features and integration with third party systems.	Please see corrigendum
132.	Point : 2.3. Eligibility Criteria – Clause : 5	The bidder must have implemented & operationalized at least 1 (One) such GPS based tracking System/solution comprising	We request to make it, The bidder must have implemented & operationalized at least 1 (One) such GPS based tracking System/solution comprising of at least 1000 vehicles including	Please see corrigendum

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		of at least 1000 vehicles including operation services in last 5 years as on 31.03.2016.	operation services in last 7 Years as on 01.07.2017.	
133.	Point : 2.3. Eligibility Criteria – Clause : 11	The Bidder should have at least one office in Gujarat and preferably support centers/logistics for the entire state. If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 45 days from the date of issue of work order if he is awarded the work.	We request to please give preference to the Gujarat based companies, and give some added benefits if office in Gujarat.	No change in RFP.
134.	Scope of work: Page : 30 Desired Features and Specifications of the Proposed VTMS Application :	Interactive GIS-map	Please clarify about GIS Map. Who will provide the same? IS bidder needs to create customized GIS map or Google map to be used for the vehicle tracking system.	The proposed GPS-based VTMS system is to be developed using Open Standard GIS tools. Also CGM will provide maps and other details available with them.
135.	2.22.6. Technical Evaluation Bid		<p>Current criteria are more focusing on the companies working for Vehicle tracking solution and in e-governance. However, we like to bring to notice that mining is different terrain to work for and also tender scope of work is more on integration with third party systems, we request you to please</p> <ol style="list-style-type: none"> 1. Please add weightage to integration expertise with mining legacy systems. 2. Please add Experience to work with mining departments 3. Reduce the weightage of turnover and manpower criteria as scope of work focuses on the product implementation. 4. Please add weightage for the product features demonstration. 	No change in RFP.

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136.	Operation and Maintenance support Page : 39	Backup data	Please clarify, we need to provide the mechanism for the same, however all software, hardware, media or infrastructure required will be provided by authority only.	Since the entire application will be hosted in SDC, O&M service provider has just to ensure backup of data
137.	Financial Bid Page 60: Clause : 4	Technical Manpower resources deployed at Central location Control Room	Please provide the qualification of the manpower to be deployed.	Please refer RFP Page 43, Point 6
138.	Financial Bid Page 60: Clause : 3	Part: 2 License Cost of System Software, Database	We understand Operating system and necessary IT infra will be provided by CGM; however Database license required to be quoted. Please confirm.	As per RFP.
139.	2.3, Page 11	Pt 12- No Consortium will be allowed.	The financial turnover criteria is very high for MSME's to meet. SPV should be allowed for financial and technical collaboration.	No change in RFP.
140.	2.3, Page 10	Pt 2-6 Relevant Experience	For relevant experience please consider international companies which have indian subsidiary and meet the qualification criteria from international parent of projects executed of similar scale, etc.	No change in RFP.
141.	2.10.2.2, Page 13	Pt 13, Bid Security	The GOI has made critierai easy for registered MSME under Udyog Aadhaar. Accordingly, we request you to waive the criteria for Bid Security of Rs 40 lacs	No change in RFP.
142.	2.14.1, Page 14	2.14.1, EMD	The GOI has made critierai easy for registered MSME under Udyog Aadhaar. Accordingly, we request you to waive the criteria for Bid Security of Rs 40 lacs	No change in RFP.
143.	2.22.6, Pt 4	Turnover of Bidder	This clause is very restrictive and make it more resonable 2-3 crores range so that startups and MSME can also particiapte	No change in RFP.
144.	3.4, Page 25	Number of Vehicles	The trackers have to be installed on vehicles mentioned over what period of time and vehicle owners would pay for the trackers also directly.	100 numbers GPS devices asked is for FAT only. Based on the successful FAT,

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				further decision may be taken by CGM for the procurement of compatible GPS-Devices through separate tendering process.
145.	3.4, (b) Page 27	GPS Device Kit or Hardware Specification	No specification is mentioned of the hardware device in this tender document. This could result in operational problems, how the vehicles would be restarted or overruling in this case.	Standard Specifications for GPS-device will be published in corrigendum.
146.	Section 5, Payment Terms	Payment Security	What would be payment security mechanism for the tender payments.	As per RFP.
147.	Section 5, Payment Terms	GPS Devices	What about the payment for devices after the initial 100 testing phase.	As per RFP.
148.	Clause 2.12.4.2, Page 13	This shall also include the cost of integration with existing ILMS (Integrated Lease Management System) and any other CGM application modules as required.	Please specify list of other CGM application modules.	As above.
149.	Clause 2.12.4.4, Page 14	Deliverables created by Bidder specifically for CGM, Govt. of Gujarat and identified as such in the relevant Scope of Work, the IPR of the same shall be the Exclusive property of CGM, the ownership of the Application solution and the source code will solely lie with CGM, Government of Gujarat.	In case of bidder offering their existing product with customization, IPR should remain with the bidder.	As above.
150.	Clause 2.22.6, page 18	The Company should have experience of completed/ ongoing implementation of one similar GPS based vehicle tracking project having no. of vehicles in last 5 years. > 5000 = 10 marks	It should be changed as follows: The Company should have experience of completed/ ongoing implementation of one or more similar GPS based vehicle tracking project (s) having total no. of vehicles in last 5 years.	Pls. refer corrigendum

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		>= 3000 and upto 5000 = 7 marks >= 2000 and upto 3000 =5 marks >= 1000 and upto 2000 = 3 marks	> 5000 = 10 marks >= 3000 and upto 5000 = 7 marks >= 2000 and upto 3000 =5 marks >= 1000 and upto 2000 = 3 marks	
151.	Clause 2.22.6, page 18	Experience of Similar GPS based vehicle tracking project in Mining sector More than 4 projects –5 marks 2 projects – 3 marks 1 project – 2 marks	Experience of Similar GPS based vehicle tracking project in Mining sector One or More projects –5 marks	Pls. refer corrigendum
152.	Clause 3.4 - Scope of Work for GPS-based Vehicle Tracking & Monitoring System, page 26 (VTMS)	11. There will be mechanism of exception handling/backup, in case of damage of GPS device/Vehicle/system failure while operating.	Please clarify what kind of backup is expected. Normally in case of damage, only exception is raised.	Desired features to be proposed by bidder.
153.	Clause 3.4 - Scope of Work for GPS-based Vehicle Tracking & Monitoring System, page 26 (VTMS)	19. The application shall be implemented with open source database like Postgre and etc.	The proposed application will manage the data from 125000 devices. Open source database may not be able to handle this kind of load. Is it possible to suggest propriety software?	No change. As per RFP
154.	Clause 3.4 - Scope of Work for GPS-based Vehicle Tracking & Monitoring System,	12. The initiation of monitoring the route navigation of vehicle shall Start at the origin location after generation of Royalty Pass from ILMS and End when the mineral is delivered to the given destination as per the Royalty Pass.	Please clarify how delivery of material is to be captured in the system?	The status of the material delivery is available in ILMS which need to be integrated with VTMS.

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	page 26 (VTMS)			
155.	Clause 1.1: RFP Notice/ Section I: Invitation to RFP, p6	The bidder shall be responsible for maintenance of complete integrated solution for a period of 5 Years (1 year warranty post Go-live and 4 years of O &M Support).	<u>Under this warranty, upon receipt of a notice, Selected Bidder shall remove the 'defect' in the deliverables. The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by Purchaser. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Selected Bidder and operation of the deliverables on incompatible hardware not recommended by Selected Bidder; (ii) any change, not made by Selected Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by Purchaser without the written permission of Selected Bidder; or (iv) defects in components or materials provided to Selected Bidder by Purchaser in connection with the preparation of the deliverable. In case of breach of this warranty, Purchaser's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to Purchaser if already paid by Purchaser. EXCEPT AS SET FORTH HEREIN, THE SELECTED BIDDER MAKES NO WARRANTIES TO PURCHASER, EXPRESS OR IMPLIED, WITH</u>	No change. As per RFP

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
			<u>RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE SELECTED BIDDER.</u>	
156.	Clause 1.1: RFP Notice/ Section I: Invitation to RFP, p7	EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Annexure A) and must be submitted along with the covering letter.	EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for <u>69</u> months from the last date of bid submission) of All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Annexure A) and must be submitted along with the covering letter.	No change. As per RFP
157.	Clause 2.12.4.4: Bid Prices//Section II: Instructions to Bidders, p14	Deliverables created by Bidder specifically for CGM, Govt. of Gujarat and identified as such in the relevant Scope of Work, the IPR of the same shall be the Exclusive property of CGM, the ownership of the Application solution and the source code will solely lie with CGM, Government of Gujarat.	Deliverables created by Bidder specifically for CGM, Govt. of Gujarat and identified as such in the relevant Scope of Work, the IPR of the same shall be the Exclusive property of CGM, the ownership of the Application solution and the source code will solely lie with CGM, Government of Gujarat. <u>All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder proprietary products or components thereof any development</u>	No change. As per RFP

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			<p><u>carried out by Bidder thereto in the course of providing services hereunder, including customization, enhancement, interface development etc. shall remain the exclusive property of Bidder and the CGM, Govt. of Gujarat shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of the CGM, Govt. of Gujarat the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder.</u></p> <p><u>Similarly all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and CGM, Govt. of Gujarat shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</u></p>	
158.	Clause 2.12.4.5: Bid Prices/Section II: Instructions to Bidders, p14	While passing on the rights (license) of using any software/software tool, the Bidder shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.	While passing on the rights (license) of using any software/software tool, the Bidder shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.	No change. As per RFP
159.	Clause 2.12.4.7: Bid Prices/Section II: Instruction	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof Request for Proposal (RFP), the Bidder shall act expeditiously to extinguish such claim. If	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof Request for Proposal (RFP), the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to	No change. As per RFP

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
	s to Bidders, p14	the Bidder fails to comply and CGM is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. CGM will give notice to the Bidder of such claim, if it is made, without delay where upon Bidder shall reimburse	<p>comply and CGM is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. CGM will give notice to the Bidder of such claim, if it is made, without delay where upon Bidder shall reimburse</p> <p><u>Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder 's compliance with Purchaser's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Purchaser of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Purchaser and the infringement relates to or arises from such Purchaser materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Purchaser if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or (v) use of a superseded release of some or all of the Deliverables or Purchaser's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to,</u></p>	

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			<p><u>corrections, fixes, or enhancements made available by the Bidder .</u></p> <p><u>In the event that Purchaser is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Purchaser under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) procure for Purchaser the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Purchaser the fees effectively paid for that Deliverable by the Purchaser subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Purchaser in matters related to infringement of third party intellectual property rights.</u></p> <p><u>The Purchaser shall not be entitled to seek any indemnification from the Bidder unless the Purchaser provides the Bidder with (i) prompt written notice of any claim, demand or action for which the Purchaser is seeking or may seek indemnification hereunder and gives the Bidder the right to have sole control over the defense and</u></p>	

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			<p><u>settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the Bidder in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the Bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing.</u></p> <p><u>The Purchaser warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</u></p>	
160.	Clause 2.22.6.2: Financial Bid Opening/Section II: Instruction	The bidder who quoted lowest rate will be invited for negotiations for awarding the contract.	The bidder who quoted lowest rate will be invited for negotiations for awarding the contract. <u>The negotiations should be mutual and CGM, Govt. of Gujarat cannot impose the downward modification in prices to Bidder. Bidder shall have the right to refuse to work below the quoted price</u>	No change. As per RFP

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	s to Bidders, p19		<u>without there being any consequences, financial or otherwise.</u>	
161.	Clause 2.27: Performance Bank Guarantee /Section II: Instructions to Bidders, p20	<p>2.27.2. The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order (for warranty period + extra 3 months) from All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).</p> <p>2.27.3. The proceeds of the Performance Bank Guarantee shall be payable to the Department as compensation for any loss arising from the bidder(s)'s failure to complete its obligations under the contract.</p>	<p>2.27.2. The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order (for warranty period + extra 3 months) from All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).</p> <p>2.27.3. The proceeds of the Performance Bank Guarantee shall be payable to the Department as compensation for any loss arising from the bidder(s)'s failure to complete its obligations under the contract, <u>if the failure is due to the reasons solely and entirely attributable to the bidder and not due to reasons attributable to CGM, Govt. of Gujarat and/or its other vendors or due to reasons of Force Majeure.</u></p>	No change. As per RFP
162.	Clause 2.28: Confidentiality/Section II: Instructions to	Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information	Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its	No change. As per RFP

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	Bidders, p21	related to the process may result in rejection of its proposal. Except with the prior written consent of CGM, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.	<p>proposal. Except with the prior written consent of CGM, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.</p> <p><u>Every piece of Confidential information should be designated or marked as 'confidential' by the Disclosing Party at the time of disclosure of such information to the Receiving Party or where disclosed orally being confirmed in writing by the Disclosing Party within five days of such oral disclosure.</u></p> <p><u>The Purchaser shall also maintain the confidentiality of the information, data, documents etc. shared by the Bidder with it.</u></p> <p><u>This restriction does not limit the right to use information contained in the data if it:</u></p> <ul style="list-style-type: none"> <u>a. Is obtained from another source without restriction.</u> <u>b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;</u> <u>c. becomes generally known to the public without violation of this Proposal;</u> <u>d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;</u> 	

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			<u>e. is required to be provided under any law, or process of law duly executed.</u>	
163.	P21	As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology, in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5 to 10 per cent of the contract value to eligible startups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.	Request to remove the clause as SLA and Penalties are applied to Bidder incase of any delay from work assigned to eligible startups.	No change. As per RFP
164.	Point 14, /Section 3.4: Scope of Work, p31	Create User Management System on the software with rights and privileges as defined by the Department. Application software should have option for customization & should allow for changes as and when required.	Create User Management System on the software with rights and privileges as defined by the Department. Application software should have option for customization & should allow for changes as and when required <u>provided that such Change fall within the scope of the Contract and does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the Contract and the technical compatibility of the Change envisaged with the nature of the Contract as originally specified in the Work Order/Purchase Order.</u>	No change. As per RFP

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165.	Point 20: General Terms & conditions regarding Scope of work, p34	The Bidder shall be responsible for updation and upgradation (if required) of all Software for successful operation of the Project during the Contract Period. Department would be eligible to demand free upgrades as and when they are launch within the contract period	The Bidder shall be responsible for updation and upgradation (if required) of all Software for successful operation of the Project during the Contract Period. <u>The updation and upgradation shall be done by the Bidder at costs mutually decided.</u> Department would be eligible to demand free upgrades as and when they are launch within the contract period	No change. As per RFP
166.	Point 20: General Terms & conditions regarding Scope of work, p34	All the data generated during the operation period shall be the property of Department.	All the data generated during the operation period shall be the property of Department.	No change. As per RFP
167.	Point 20: General Terms & conditions regarding Scope of work, p34	After the completion of the Contract, all Software and Hardware shall be handed over to Department at no cost.	After the completion of the Contract, all Software and Hardware shall be handed over to Department at no cost. <u>All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customization, enhancement, interface development etc. shall remain the exclusive property of Bidder and the CGM, Govt. of Gujarat shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of the CGM, Govt. of Gujarat the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder.</u>	No change. As per RFP

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
			<p><u>Similarly all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and CGM, Govt. of Gujarat shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</u></p>	
168.	Point 20: General Terms & conditions regarding Scope of work, p34	All the Software, supplied/installed should be IPV6 compatible. SI should be available for IPV4 to IPV6 migration and initial support even after contract expires	All the Software, supplied/installed should be IPV6 compatible. SI should be available for IPV4 to IPV6 migration and initial support even after contract expires <u>during the contract period.</u>	No change. As per RFP
169.	Operations and Maintenance Support, p39	All change request during contract period without any additional cost.	All change request during contract period without any additional cost <u>shall be done by the Bidder at an additional cost to be decided mutually by the parties.</u>	No change. As per RFP
170.	Operations and Maintenance Support, p39	<p>The Service Provider shall Bug Fixing, Enhancement, Modification and Capacity Building, debug and fix the operational problems, perform error handling while running the Application during O & M at no additional cost.</p> <p>The Service Provider shall generate additional reports and modify existing reports as per requirement</p>	<p>The Service Provider shall Bug Fixing, Enhancement, —Modification— and Capacity Building, debug and fix the operational problems, perform error handling while running the Application during O & M at no additional cost.</p> <p>The Service Provider shall generate additional reports and modify existing reports as per requirement <u>mutual agreement.</u></p>	No change. As per RFP

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		<input type="checkbox"/> Debugging & fixing of problems arising in the running applications. <input type="checkbox"/> Tuning and code changes for optimal performance. <input type="checkbox"/> Enhancement/modification in modules as change in business rules. <input type="checkbox"/> Data Validation/correction <input type="checkbox"/> Fix the operational problems <input type="checkbox"/> Perform error handling while running the application. <input type="checkbox"/> Backup data <input type="checkbox"/> Reports <input type="checkbox"/> Training	<input type="checkbox"/> Debugging & fixing of problems arising in the running applications. <input type="checkbox"/> Tuning and code changes for optimal performance. <input type="checkbox"/> Enhancement/modification in modules as change in business rules. <input type="checkbox"/> Data Validation/correction <input type="checkbox"/> Fix the operational problems <input type="checkbox"/> Perform error handling while running the application. <input type="checkbox"/> Backup data <input type="checkbox"/> Reports <input type="checkbox"/> Training <u>O&M Support shall not cover any enhancements or changes in the application software, carried out after acceptance testing.</u>	
171.	Clause 5.1: Payment Schedule/ Section V: Payment Terms, p41-42	15% payment shall be released after completion of application support for one year including change request & bug fixing, if any.	15% payment shall be released after completion of application support for one year including change request & bug fixing, if any. <u>The support shall not cover any change request.</u> <u>Please add:</u> <u>All invoices and bills will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation.</u>	No change. As per RFP

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			<u>All payments due for more than 30 days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by RISL and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. Invoices shall be deemed to have been accepted if RISL does not furnish a written objection specifying the nature of the dispute within ten (10) days from the date of invoice.</u>	
172.	Clause 5.2: Payment Terms/Section V: Payment Terms, p41-42	5.2.4 CGM reserves the right to legally keep the payment on hold (indefinitely till quality restores) subject to dissatisfaction of the quality been delivered against the agreed upon deliverables of each milestone.	5.2.4 CGM reserves the right to legally keep the payment on hold (indefinitely till quality restores) subject to dissatisfaction of the quality been delivered against the agreed upon deliverables of each milestone.	No change. As per RFP
173.	Clause 6: Manpower Proposition	CVs for each to be presented as part of the response who would be available to CGM for this project.	CVs for each to be presented as part of the response who would be available to CGM for this project. <u>However, the same manpower may not be available in case of resignation, retirement, death of an employee or if an employee is incapacitated to work due to any reasons.</u>	No change. As per RFP

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174.	Clause 7.2.1: Implementation related penalty of service levels/ SECTION VI: SERVICE LEVEL AGREEMENT & PENALTY CLAUSE	<p>A Penalty of 1% of contract value of Software development cost per week delay max. upto 5 weeks (Ref. Item no. 1 of Financial bid).</p> <p>Note: 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 CGM. If delay exceeds maximum delay of 5 weeks at the particular milestone, CGM may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited. The successful bidder will be further blacklisted from participation in future government contracts.</p>	<p>A Penalty of <u>0.51</u>% of contract value of Software development cost per week delay max. upto <u>510</u> weeks (Ref. Item no. 1 of Financial bid).</p> <p>Note: 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 CGM. If delay exceeds maximum delay of 510 weeks at the particular milestone, CGM may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited. The successful bidder will be further blacklisted from participation in future government contracts.</p> <p><u>The penalty shall be applicable only if the failure is due to the reasons solely and entirely attributable to the bidder and not due to reasons attributable to CGM, Govt. of Gujarat and/or its other vendors or due to reasons of Force Majeure.</u></p>	No change. As per RFP
175.	Clause 7.2.1.2: SECTION VI: SERVICE LEVEL AGREEMENT & PENALTY CLAUSE	<p>Delay in delivery & Installation: A penalty of 1% of total value of item no. 2 per week will be levied in case of delay in delivery & installation, max. upto 2 weeks. Partial delivery & installation will also be considered as delay.</p>	<p>Delay in delivery & Installation: A penalty of <u>0.51</u>% of total value of item no. 2 per week will be levied in case of delay in delivery & installation, max. upto <u>52</u> weeks. Partial delivery & installation will also be considered as delay.</p>	No change. As per RFP

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	PENALTY CLAUSE	Non-functioning of GPS devices or other related services: A penalty of 1% of total value of item no. 2 per week will be levied in case of non-functioning, max. upto 2 weeks. Partial delivery & installation will also be considered as delay.	Non-functioning of GPS devices or other related services: A penalty of 0.51 % of total value of item no. 2 per week will be levied in case of non-functioning, max. upto 52 weeks. Partial delivery & installation will also be considered as delay. <u>The penalty shall be applicable only if the failure is due to the reasons solely and entirely attributable to the bidder and not due to reasons attributable to CGM, Govt. of Gujarat and/or its other vendors or due to reasons of Force Majeure.</u>	
176.	Clause 7.2.2.1: Operational Related Penalty for Software uptime: SECTION VI: SERVICE LEVEL AGREEMENT & PENALTY CLAUSE	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 time more than 10 hours on a quarterly basis.	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 time more than 10 hours on a quarterly basis. <u>Also add the following reasons where the Bidder would not be penalized while calculating the uptime :</u> <u>The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement: (a) Time lost due to environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to</u>	No change. As per RFP

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			<u>damage or malfunction in the system or any units thereof due to causes attributable to Purchaser such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder's consent and/ or failure to maintain the site as required by the Bidder; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by Purchaser (Bidder may also request Purchaser for a shutdown for maintenance purpose, which request will not be denied unreasonably by Purchaser); (g) Time taken for booting the system (h) Time lost due to unavailability of links (i) Mis-handling of system by any person other than Bidder's authorized representatives.</u>	
177.	Clause 9.4: Delivery of Documents /Section VIII: General Terms and Conditions, p48	As per the time schedule agreed between parties for specific projects given to the SI from time to time, the SI shall submit all the deliverables on due date as per the delivery schedule. No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract. In case of the termination of the contract, all the documents prepared by the SI under this contract shall become the exclusive property of CGM. The SI may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from CGM. CGM reserves right to grant or deny any such request.	As per the time schedule agreed between parties for specific projects given to the SI from time to time, the SI shall submit all the deliverables on due date as per the delivery schedule. No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract. In case of the termination of the contract, all the documents prepared by the SI under this contract shall become the exclusive property of CGM. The SI may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from CGM. CGM reserves right to grant or deny any such request.	No change. As per RFP

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178.	Clause 9.9: Intellectual Property Rights/Section VIII: General Terms and Conditions, p49	<p>9.9.1 Deliverables created by Bidder specifically for CGM, Govt. of Gujarat and identified as such in the relevant Scope of Work, the IPR of the same shall be the Exclusive property of CGM, the ownership of the Application solution and the source code will solely lie with CGM, Government of Gujarat.</p> <p>9.9.2 While passing on the rights (license) of using any software/software tool, the Bidder shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.</p> <p>9.9.3. The software licenses supplied by Bidder shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to CGM for the entire period of contract, in case of product. All the licenses and support should be in the name of CGM from the date of procurement.</p> <p>9.9.4. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof Request for Proposal (RFP), the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and CGM is required to pay compensation to a third party resulting from such infringement, the Bidder shall be</p>	<p>9.9.1 Deliverables created by Bidder specifically for CGM, Govt. of Gujarat and identified as such in the relevant Scope of Work, the IPR of the same shall be the Exclusive property of CGM, the ownership of the Application solution and the source code will solely lie with CGM, Government of Gujarat.</p> <p><u>All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customization, enhancement, interface development etc. shall remain the exclusive property of Bidder and the CGM, Govt. of Gujarat shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of the CGM, Govt. of Gujarat the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder.</u></p> <p><u>Similarly all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and CGM, Govt. of Gujarat shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</u></p> <p>9.9.2 While passing on the rights (license) of using any software/software tool, the Bidder shall</p>	No change. As per RFP

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		<p>responsible for the compensation including all expenses, court costs and lawyer fees. CGM will give notice to the Bidder of such claim, if it is made, without delay where upon Bidder shall reimburse</p>	<p>ensure that such rights are inclusive of the use of that software for development in addition to deployment.</p> <p>9.9.3. The software licenses supplied by Bidder shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to CGM for the entire period of contract, in case of product. All the licenses and support should be in the name of CGM from the date of procurement.</p> <p>9.9.4. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof Request for Proposal (RFP), the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and CGM is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. CGM will give notice to the Bidder of such claim, if it is made, without delay where upon Bidder shall reimburse</p> <p><u>Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder 's compliance with Purchaser's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Purchaser of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Purchaser and the infringement relates to or arises from</u></p>	

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			<p><u>such Purchaser materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Purchaser if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or (v) use of a superseded release of some or all of the Deliverables or Purchaser's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder .</u></p> <p><u>In the event that Purchaser is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Purchaser under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) procure for Purchaser the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial</u></p>	

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			<p><u>settlement, the Bidder shall refund the Purchaser the fees effectively paid for that Deliverable by the Purchaser subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Purchaser in matters related to infringement of third party intellectual property rights.</u></p> <p><u>The Purchaser shall not be entitled to seek any indemnification from the Bidder unless the Purchaser provides the Bidder with (i) prompt written notice of any claim, demand or action for which the Purchaser is seeking or may seek indemnification hereunder and gives the Bidder the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the Bidder in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the Bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing.</u></p> <p><u>The Purchaser warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result</u></p>	

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			<u>of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</u>	
179.	Clause 9.10: Exit Management Plan/Section VIII: General Terms and Conditions, p50	<p>After completion of 3rd year of Maintenance, CGM shall identify and propose its Information Technology operations team to take over the Application maintenance activities from the Service Provider (SP).</p> <p><input type="checkbox"/> The SP shall create a detailed plan for Capacity Building required at CGM to manage the application and a Transition Plan (implemented over a minimum period of 1 year) to affect the handover to CGM; and implement the same in collaboration with the CGM before the completion of their engagement.</p> <p><input type="checkbox"/> The SP shall handover all the documents, source codes to CGM IT Team during the 4th year of operations. This will include training and transfer of Intellectual Property, Knowledge Transfer related to maintenance as per CGM's requirement</p> <p><input type="checkbox"/> In case if CGM fails to identify and provide adequate IT Team members for taking the handover of Application Maintenance, then based on mutual agreement, the Application Maintenance contract may further be extended.</p>	<p>After completion of 3rd year of Maintenance, CGM shall identify and propose its Information Technology operations team to take over the Application maintenance activities from the Service Provider (SP).</p> <p><input type="checkbox"/> The SP shall create a detailed plan for Capacity Building required at CGM to manage the application and a Transition Plan (implemented over a minimum period of 1 year) to affect the handover to CGM; and implement the same in collaboration with the CGM before the completion of their engagement.</p> <p><input type="checkbox"/> The SP shall handover all the documents, source codes to CGM IT Team during the 4th year of operations. This will include training and transfer of Intellectual Property, Knowledge Transfer related to maintenance as per CGM's requirement</p> <p><input type="checkbox"/> In case if CGM fails to identify and provide adequate IT Team members for taking the handover of Application Maintenance, then based on mutual agreement, the Application Maintenance contract may further be extended.</p>	No change. As per RFP

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180.	Clause 9.11.2: Application Security Audit/Section VIII: General Terms and Conditions, p50-51	<p>In addition to inspection & testing, the SI shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SI and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors</p> <p>The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software, no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete With requisite integration and no missing modules/sections will be allowed. The SI shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of CGM, the successful completion of the test specified. 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 CGM is satisfied with the working of the software on the, the acceptance certificate of CGM will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.</p>	<p>In addition to inspection & testing, the PurchaserSI shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SIPurchaser and submit-obtained the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors</p> <p><u>Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the bidder which shall not be less than 10 days. The cost of such audit shall be borne by the Purchaser. Purchaser/Auditor shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Purchaser relieves Bidder from meeting the applicable service levels. Purchaser will ensure that the auditor (except CAG) appointed to conduct the audit will not be the competitor of Selected Bidder and will be bound by confidentiality obligations.</u></p> <p>The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software, no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be</p>	No change. As per RFP

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			<p>complete With requisite integration and no missing</p> <p>modules/sections will be allowed. The SI shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of CGM, <u>as per the agreed specifications</u> the successful completion of the test specified. An average uptime efficiency of 99% for the duration of test period shall be considered as per agreed scopesatisfactory. On successful completion of acceptability test as per the agreed specifications and processand after CGM is satisfied with the working of the software on the, the acceptance certificate of CGM will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.</p> <p><u>The application software (if any) will be delivered/installed for acceptance to BUYER as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUYER. BUYER will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by BUYER. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by BUYER, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline</u></p>	

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			<p><u>immediately following the acceptance, whichever is later. BUYER will confirm acceptance in writing to Bidder. The BUYER shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by BUYER if the BUYER (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</u></p> <p><u>Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BUYER. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.</u></p>	
181.	Clause 9.12: Suspension /Section VIII: General	CGM may, by written notice to SI, suspend all payments to the SI hereunder if the SI fails to perform any of its obligations under this contract including the carrying out of	CGM may, by written notice to SI, suspend all payments <u>(except the payments for the work which has been completed by the SI as per the agreed scope)</u> to the SI hereunder if the SI fails to perform any of its obligations under this contract	No change. As per RFP

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	Terms and Conditions, p50-51	<p>the services, provided that such notice of suspension.</p> <p>9.12.1. Shall specify the nature of failure.</p> <p>9.12.2. Shall request the SI for remedy of such failure within a period not exceeding thirty (30) days after receipt by the SI of such notice of failure.</p>	<p>including the carrying out of the services, provided that such notice of suspension.</p> <p>9.12.1. Shall specify the nature of failure.</p> <p>9.12.2. Shall request the SI for remedy of such failure within a period not exceeding thirty (30) days after receipt by the SI of such notice of failure.</p>	
182.	Clause 9.13: Termination /Section VIII: General Terms and Conditions, p51-52	<p>Under the Contract, CGM may, by written notice terminate the SI in the following ways:</p> <p>9.13.1. 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 time schedule.</p> <p>9.13.4. Termination for Insolvency: CGM /GIL may at any time terminate the Contract by giving written notice to the SI, if the SI becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SI, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CGM/GIL.</p>	<p>Under the Contract, CGM may, by written notice <u>of at least 30 days sent to the SI</u> terminate the SI <u>contract</u> in the following ways:</p> <p>9.13.1. 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 time schedule,<u>if the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Purchaser and/or its other vendors or due to reasons of Force Majeure.</u></p> <p><u>Prior to providing a written notice of termination to the Selected Bidder, Purchaser shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.</u></p> <p><u>The Selected Bidder shall also have a right to terminate this contract by giving 30 days written</u></p>	No change. As per RFP

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			<p><u>notice to the Purchaser for breach of any terms and conditions hereof by Purchaser provided the breach is not cured by Purchaser within such notice period.</u></p> <p>9.13.4. Termination for Insolvency: CGM /GIL<u>Either Party</u> may at any time terminate the Contract by giving written notice to the SI<u>other party</u>, if the <u>other party SI</u> becomes bankrupt or otherwise insolvent. In this event, <u>Purchaser shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder</u>termination will be without compensation to the SI, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CGM/GIL.</p>	
183.	Clause 9.14: Termination for Default/Section VIII: General Terms and Conditions, p52	<p>9.14.1. 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:</p> <p>9.14.2. 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</p>	<p>9.14.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default <u>of at least 30 days</u> sent to the Bidder, terminate the Contract in whole or part:</p> <p>9.14.2. 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, <u>the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Purchaser and/or its other vendors or due to reasons of Force Majeure</u> or</p>	No change. As per RFP

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		<p>9.14.3. if the Bidder fails to perform any other obligation(s) under the Contract/Purchase order.</p> <p>9.14.4. If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>	<p>9.14.3. if the Bidder fails to perform any other material obligation(s) under the Contract/Purchase order, <u>the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Purchaser and/or its other vendors or due to reasons of Force Majeure.</u></p> <p>9.14.4. If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p><u>Prior to providing a written notice of termination to the Selected Bidder, Purchaser shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.</u></p> <p><u>The Selected Bidder shall also have a right to terminate this contract by giving 30 days written notice to the Purchaser for breach of any terms and conditions hereof by Purchaser provided the breach is not cured by Purchaser within such notice period.</u></p>	
184.	Clause 9.15:	Will declare a SI ineligible, either indefinitely or for a stated period of time, for awarding	Will declare a SI ineligible, either indefinitely or for a stated period of time, for awarding the contract,	No change. As per RFP

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	Fraud And Corruption /Section VIII: General Terms and Conditions, p52-53	the contract, if it at any time determines that the SI has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract.	if it at any time determines that the SI has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract.	
185.	Clause 9.16: Force Majeure/Section VIII: General Terms and Conditions, p53	<p>9.16.1. Notwithstanding anything contained in the RFP, the SI shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.</p> <p>9.16.2. For purposes of this clause "Force Majeure" means an event beyond the control of the SI 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 CGM regarding Force Majeure shall be final and binding on the SI.</p> <p>9.16.3. If a Force Majeure situation arises, the SI shall promptly notify to the CGM in writing, of such conditions and the cause thereof. Unless otherwise directed by the CGM in writing, the SI shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for</p>	<p>9.16.1. Notwithstanding anything contained in the RFP, the SI shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.</p> <p>9.16.2. For purposes of this clause "Force Majeure" means an event beyond the control of the SI and not involving the SI's fault or negligence and which was not foreseeable. Such events may include <u>act of God, acts of the Purchaser in its sovereign capacity</u> wars or revolutions, fires, <u>explosions</u> floods, epidemics, quarantine restrictions, <u>action or request of governmental authority, accident, labour trouble</u> and freight embargos. The decision of the CGM regarding Force Majeure shall be final and binding on the SI.</p> <p>9.16.3. If a Force Majeure situation arises, the SI shall promptly notify to the CGM in writing, of such conditions and the cause thereof. Unless otherwise directed by the CGM in writing, the SI shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for</p>	No change. As per RFP

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		performance not prevented by the Force Majeure event.	<p>performance not prevented by the Force Majeure event.</p> <p><u>If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 30 days, either party may at any time thereafter while such performance continues to be excused, at its option terminate the contract by notice in writing to the other party. However, Bidder shall be entitled to receive payments for all services rendered by it under this Contract.</u></p>	
186.	Clause 9.18: Termination for Insolvency /Section VIII: General Terms and Conditions, p53	The Department may at any time terminate the contract by giving written notice to the bidder(s), if the bidder(s) becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder(s), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. Bidder agrees to handover all requisite data in terms of code, documents, etc. along with requisite to CGM identified team in this case.	<p>The Department<u>Either Party</u> may at any time terminate the contract by giving written notice to the bidder(s)<u>other party</u>, if the bidder(s)<u>other party</u> becomes bankrupt or otherwise insolvent. In this event, <u>Purchaser shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder</u> termination will be without compensation to the bidder(s), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. Bidder agrees to handover all requisite data in terms of code, documents, etc. along with requisite to CGM identified team in this case.</p>	No change. As per RFP
187.	Clause 9.19.2: Resolution of Disputes /Section VIII: General	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	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 <u>a sole Arbitrator mutually appointed by</u>	No change. As per RFP

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	Terms and Conditions, p54	Tribunal as prescribed by Ministry of Law, Government of India	both the parties. as prescribed by Ministry of Law, Government of India	
188.	Clause 9.21: Contract Period /Section VIII: General Terms and Conditions, p55	The contract period is of 8 years. However the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 5 Years. The SI agrees that in any case SI 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 And other professionally undesirable circumstances.	<p>The contract period is of <u>58</u> years. However the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 5 Years. The SI agrees that in any case SI shall not terminate the contract. The SI can terminate the contract in case of breach by the Purchaser or if the purchaser gets insolvent. After 5 years of contract, SI shall also have the right not to renew the contract or SI at its discretion may enter into a contract for the period and on the terms and conditions including price mutually decided by the parties. However, The department reserves a right to terminate the contract by sending a <u>30 days</u> notice to the bidder in the events of non-performance <u>of the agreed scope</u>, security violations and non-compliance. And other professionally undesirable circumstance</p> <p><u>Prior to providing a written notice of termination to the Selected Bidder, Purchaser shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.</u></p>	No change. As per RFP
189.	Clause 9.22: Agreement Amendments/Section	No variation in or modification of the terms of the agreement shall be made except by written amendment signed by both the parties. However, Department shall, as the situation warrants, in consultation and	No variation in or modification of the terms of the agreement shall be made except by written amendment signed by both the parties. However, Department shall, as the situation warrants, in consultation and agreement with bidder shall	No change. As per RFP

Sr. No.	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/CGM
	VIII: General Terms and Conditions, p55	agreement with bidder shall make major additions to the scope and agree for suitable payments. SI needs to agree upon the time frame set by CGM for implementation of amendments.	make major additions to the scope and agree for suitable payments. SI needs to agree upon t The time frame set by CGM for implementation of amendments <u>shall also be decided mutually by the parties.</u>	
190.	Clause 9.23: Limitation of Liability/Section VIII: General Terms and Conditions, p55	<p>In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility</p> <p>thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.</p>	<p>In no event shall either party be liable <u>whether in contract, tort, or other theories of law</u> for any indirect, incidental, <u>exemplary</u>, consequential, special or punitive losses <u>claims, liabilities, charges, costs, expenses or injuries</u>, including but not limited to <u>loss of use, loss of production</u>, loss of profits or revenue, loss of data <u>or interests costs, and for any claims of customers of the Purchaser or other third parties claiming through the Purchaser arising under or in connection with this Agreement</u> even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total <u>amount paid to Bidder by the Purchaser in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose) charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.</u></p> <p><u>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Purchaser or its employees or agents or third party service providers to perform</u></p>	No change. As per RFP

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			<u>any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser. Such failures or delays shall be brought to the notice of the Purchaser and subject to mutual agreement with the Purchaser, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the Purchaser for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</u>	
191.	Clause 9.26: Taxes and Duties/Section VIII: General Terms and Conditions, p56	<p>The SI shall fully familiarize themselves about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, GST, CST, Income Tax, duties, fees, levies, etc.) on amount payable by CGM under the contract. The SI shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.</p> <p>The billing should be done in Gujarat only.</p>	<p>The SI shall fully familiarize themselves about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, GST, CST, Income Tax, duties, fees, levies, etc.) on amount payable by CGM under the contract. The SI shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.</p> <p><u>The prices are exclusive of all type of govt. taxes/ duties, license fee and levies including Central Sales Tax and Entry Tax or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, Purchaser shall be responsible to pay or reimburse Bidder the amount of such taxes.</u></p>	Taxes are extra as applicable at the time of invoicing.

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			<p><u>Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the Purchaser. Each party is responsible for its own income taxes, corporate taxes and franchise taxes. The Price should not be linked to the foreign exchange or any other variable.</u></p> <p><u>Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.</u></p> <p>The billing should be done in Gujarat only.</p>	
192.	10.4: Form, Self Declaration , p63-64	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.	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, <u>subject to the deviation sheet submitted by the Bidder along with the Bid Proposal.</u>	No change. As per RFP
193.	10.4: Form, Self Declaration , p63-64	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	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	No change. As per RFP

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		this event, this office reserves the right to take legal action on me/us.	event, this office reserves the right to take legal action on me/us.	
194.	10.4: Form, Self Declaration , p63-64	My I 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 .	My I 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 .	No change. As per RFP
195.	Format of Earnest Money Deposit in the form of Bank Guarantee, p65	<p>The E.M.D. may be forfeited:</p> <p>a. if a Bidder withdraws its bid during the period of bid validity</p> <p>b. Does not accept the correction of errors made in the tender document;</p> <p>c. In case of a successful Bidder, if the Bidder fails:</p> <p>(i) To sign the Contract as mentioned above within the time limit stipulated by purchaser</p> <p>or</p> <p>(ii) To furnish performance bank guarantee as mentioned above or</p> <p>(iii) If the bidder is found to be involved in fraudulent practices.</p> <p>(iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.</p> <p>This guarantee will remain valid up to 9 months from the last date of bid submission.</p>	<p>The E.M.D. may be forfeited:</p> <p>a. if a Bidder withdraws its bid during the period of bid validity</p> <p>b. Does not accept the correction of errors made in the tender document;</p> <p>c. In case of a successful Bidder, if the Bidder fails:</p> <p>(i) To sign the Contract as mentioned above within the time limit stipulated by purchaser</p> <p>or</p> <p>(ii) To furnish performance bank guarantee as mentioned above or</p> <p>(iii) If the bidder is found to be involved in fraudulent practices.</p> <p>(iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.</p> <p>This guarantee will remain valid up to 96 months from the last date of bid submission. The Bank</p>	No change. As per RFP

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		The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.	undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.	
196.	Performance Security Form, p67-68	Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.	<p>Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.</p> <p><u>Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of Purchaser under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</u></p> <p><u>Please add:</u></p> <p><u>This Bank Guarantee issued by</u></p>	No change. As per RFP

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			<p><u>Bank, on behalf of the Bidder in favor of Purchaser is in respect of the Contract/agreement dated _____.</u></p> <p><u>As communicated by Bidder on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Bidder by Purchaser, in respect of pervious contracts between Bidder and Purchaser</u></p> <p><u>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 Purchaser.</u></p>	
197.		Additional Clauses To Be Incorporated	<p><u>Execution Infrastructure</u></p> <p>Purchaser will provide necessary and adequate infrastructure to enable the Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include:</p> <ul style="list-style-type: none"> i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; 	

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			<p>iv. Office stationery and consumable;</p> <p>v. Secretarial assistance, if necessary at site;</p> <p>vi. Telephone, e-mail and fax facilities at site;</p> <p>vii. Photocopying assistance;</p> <p>viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables.</p> <p>(pl. mention if any additional infrastructure is to be provided).</p> <p>The above-mentioned infrastructure will be required for work to be carried out at the site of Purchaser during regular working hours. Purchaser shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.</p>	
198.		Additional Clauses To Be Incorporated	<p><u>Co-ordination</u></p> <p>Purchaser will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. Purchaser will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various Bidder's Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from Purchaser to take decisions and give timely approvals as per the need of the project.</p>	No change. As per RFP

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199.		Additional Clauses To Be Incorporated	<p><u>Assistance</u></p> <p>The Purchaser will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the Bidder, before the service is undertaken by Bidder.</p> <p>Necessary and sufficient time will have to be spent by Users in Purchaser with Bidder personnel during this stage of the assignment.</p>	No change. As per RFP
200.		Additional Clauses To Be Incorporated	<p><u>Methodology, Tools and Techniques</u></p> <p>Bidder will use the methodology, tools and techniques as stated in the accompanying technical proposal. Any change in these, if desired by Purchaser will need to be communicated to the Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.</p>	No change. As per RFP
201.		Additional Clauses To Be Incorporated	<p><u>Travel and Related Expenses</u></p> <p>Should the assignment require any travel by any Bidder expert outside their respective base location(s), the Purchaser will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.</p>	No change. As per RFP

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202.		Additional Clauses To Be Incorporated	<u>Cost Escalation</u> Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by Purchaser, non-availability of facilities at Purchaser site, increase in the scope of the agreed Change-Requirements or increase in Purchaser's implementation support requirements etc., Bidder will bring this to the attention of the Purchaser. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.	No change. As per RFP
203.		Additional Clauses To Be Incorporated	<u>Nonexclusively</u> Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Agreement.	No change. As per RFP
204.		Additional Clauses To Be Incorporated	<u>Change Management Procedure</u> A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the Purchaser to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to Purchaser for its approval within a reasonable time period.	No change. As per RFP

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			<p>Bidder will incorporate the change after receiving the Purchaser's written approval. In case of delay in approval by the Purchaser, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p> <p>Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the Contract will be conveyed by Bidder to the Purchaser. These will be evaluated jointly by AI and Bidder and will be provided by the Purchaser at no cost to Bidder.</p>	
205.		Additional Clauses To Be Incorporated	<p><u>Non-solicitation</u></p> <p>Either Party will neither offer to employ nor employ, directly or otherwise, any employee of the other Party, associated for the purpose of, or with the assignment, during the subsistence of this assignment and two years from the completion of the assignment arising herefrom.</p>	No change. As per RFP
206.		Additional Clauses To Be Incorporated	<p><u>Deliverables</u></p> <p>The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.</p>	
207.		Additional Clauses To Be Incorporated	<p><u>Tata Code of Conduct:</u></p> <p>The business activities of the Bidder are self-regulated by the "Tata Code of Conduct". The Purchaser undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn,</p>	No change. As per RFP

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			undertakes that it will maintain confidentiality of all communications received.	
208.		Additional Clauses To Be Incorporated	<u>General Indemnity</u> The Purchaser will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the Purchaser by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.	No change. As per RFP
209.		Additional Clauses To Be Incorporated	<u>Assignment</u> Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party	No change. As per RFP