Addtional Queries response of Tender No. SW 24072018164 - Selection of Service Provider for Designing, Development/ Customization, Implementation, Training, Hand Holding and Operation & Maintenance Support for Integrated Workflow and Document Management System (IWDMS 2.0) for Government of Gujarat.

S.No	Revised RFP Clause No & page no.	Original Clause	Query raised	Clarification by DST/GIL
1	2.4 Qualification Criteria #2 page no. 11	The bidder must have average annual turnover of at least Rs. 500 Crores for last three financial years or cumulative turnover of Rs 1500 crore for last three financial years as on 31st March 2018 from the development/ customization of IT software solution only.	Please revert to the original clause "average annual turnover of at least **Rs. 200 Crores** for last three financial years or cumulative turnover of **Rs 600 crore** for last three financial years as on 31st March 2018"	The bidder must have average annual turnover of at least Rs. 200 Crores for last three financial years or cumulative turnover of Rs 600 crore for last three financial years as on 31st March 2018 from the development/ customization of IT software solution only.
2	Clause 3.3 page 27	Geographical Scope (Offices/Location to be covered for the Project): Phase -1: Secretariat/HoDs/Commissionerate's and other important offices of Government of Gujarat	Can you please elaborate on the number and names of the Departments that need to be covered in the Phase-1. This will help us in planning our effort, resources, and timeline.	All the Govrnement Department /HoDs/Commissionerate's and other important offices of Gandhinagar /Ahmedabad Government of Gujarat up to 35,000 users to be considered in phase 1.
3	Limitation of Liability	Original and Revised RFP: The entire liability of the bidder shall be limited to Maximum (Limitation of liability) = Payment made to the bidder and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department.	Revised RFP: The entire liability of the bidder shall be limited to Maximum (Limitation of liability) = Payment made to the bidder and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department. Responses of pre-bid queries: In no event shall department liable for any indirect, incidental, special, consequential, reliance or cover damage, loss of profits, revenue, date or in respect of all suits, actions, losses, expenses (including but not limited to legal fees and costs of defence and any Tax thereon) incurred by bidder. However, in no event the total liability of bidder under the project exceed the total fees received by bidder from the Client under this project, as of the date such liability arose.	As per RFP.
4	20181023145556171.pdf: Page 38 pg 45	3.5.1.19 Architecture & Scalability 1. Solution should have been built using open-source server-side technologies. Technology Platform: - Open Standards (Open source/Commercial product)	This looks to be contradicting to each other. Please confirm the understanding that in case of sever side components (such as DMS, Application server etc.,), COTS products with open standards support are also allowed and there are no preference for open source products.	No change. As per revised RFP.
5	20181023145556171.pdf: Technical Details P-45 : Under Section 3.7. Operation & Maintenance Support	Database Technology: - Open source (Enterprise edition) with Enterprise Support	We understand that this clause is given only under O & M section. Please confirm whether it Is mandatory to have DB on open source technology. If yes, Can we propose PostgreSQL?	This clause is for procurement, installation, commissioning as well as O & M phase.
6	20181023145556171: 3.5.1.2 Integrated Document Capturing (Scanning) Module	Should provide an integrated individual & bulk scanning engine with capability for centralized and decentralized Scanning & Document Capturing.	How many scanning locations will be there? How many users use scanning work stations separately?	This feature is required in centralized Application. So, the locations will not matter in that case.

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7	20181023145556171.pdf: Technical Details P-48	In State Data Centre the required compute infrastructure and storage will be provided. However, bidder has required to quote, supply, install and maintain the required OS, Database and other s/w licenses provided by bidder. Considering the 8 years of growth if more compute infrastructure and storage will be required than it will be provided by Department. However, the incremental licenses of the OS and Database is required to be supplied and maintained with required ATS/AMC by bidder during 8 years of O & M period as part of this bid. The bidder has to envisage incremental licenses and AMC/ATS cost will be provided on pro-rata basis.	Assumption is that All required H/W server, Compute infrastructure, Storage, Network will be provided by GIL. Please confirm if understanding is correct.	The Compute infrastructure as mentioned in the revised RFP will be provided by the GoG.
8	20181023145556171.pdf: Technical Details P-47	Below performance parameter should comply: a. Document viewer (4-5 pages): 500 ms second b. File open: 500 milli second c. Accepting, processing and rendering output of a multiple variable MIS & DSS system – 4 variable tasks: 1 second d. 100 MS latency as part of network	1. The response time will depend on many parameters such as per user bandwidth, network latency, file/ page size and client tool performance, if any. Hence request to define the response times with these parameters also defined or excluded. 2. The response times mentioned seems too stringent and not very relevant considering user speeds. Such a system may not be economically viable. Hence requests to relax these to the range of 2-3 seconds.	As per Revised RFP.
9	20181023145556171.pdf: Technical Details P-25 pg 29 Pg 46 (under O & M)	Bidder is also required to deliver workflow engine comprising of form builder, process designer and rule engine for catering needs of different department table/MIS report generator and govt. offices. 4 Should have a Rule Engine for designing complex rules and conditions for workflow routing In-built Exceptions ▢ The system should have Rule Engine for defining rules. The proposed solution should provide business rule engine and a management platform. Users shall be able to modify the business rules online without any need of deployment.	The requirements for a business rule engine is not clearly laid out in the RFP. Please confirm the understanding that this only refers to the capability of workflow product to configure dynamic routing based on content. If a separate business rule engine component is required, please specify the compliances for the same so that all bidders will quote the same.	As per Revised RFP.
10	20181023145556171.pdf: Pg 39	3.6. Integration Scope	Please confirm the understanding that the integrations in scope defined here are all with internal systems (over LAN/WAN), not over public network	As per Revised RFP.

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11	20181023145556171.pdf: Pg 38 Pg 44 Pg 46 (Under O & M)	3.5.1.18 Integration & Web Services 1. Should be based on open standards and have API support for data import & export. 7. System shall support the API integration with DMS. 3.6. Integration Scope 4) Others: Proposed system should support API based integration (predominately on Data Exchange layer) with existing and upcoming e-Gov applications/systems of Government of Gujarat during the tenure of the contract. Integration Layer: Integration development must be able to support a business environment which requires fast response times. So, the Integration Layer should be developed on a proven Integration Bus /API Platform.	Please confirm whether the solution mandatorily require an Enterprise Service Bus (Integration Bus) and API Manager/ Gateway. If yes, please provide the compliances for the same so that all vendors will quote these.	As per Revised RFP.
12	20181023145556171.pdf: Pg 27	The solution should be accessible by government officials of various departments/ agencies/district offices and below offices of Government of Gujarat across the State either on secured intranet and internet using several devices like Laptop, PC and Tablets/iPad and Mobile. Management functionalities and report functionalities and features requested by individual departments for their applications should be available on Web and Tablet version over intranet and only MIS report viewing, File tracking status and File Approval/rejection with Yes/no functionalities should be available on mobile platform over the internet as well.	1. Please confirm the understanding that the users of IWDMS system will be only internal employees. 2. Approximately how many employees will access the application over internet? What is the concurrency expected via internet? (Overall 2500 as per RFP)	As per revised RFP.
13	20181023145556171.pdf: Pg 29	9 Mobile Application: Mobile app will be used for report viewing facility and It will also allow users to approve or reject the file with Yes/No functionality.	1. Please clarify whether it is mandatory to have mobile applications to be developed or whether it is enough to have mobile browser compliant web pages. 2. If mobile apps are to be developed please provide the functionalities for which this need to be developed 3. If mobile app to be developed, please confirm whether hybrid applications are acceptable?	Mobile App to be develped as mentioned in revised RFP.

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14	20181023145556171.pdf: Pg 39	3.5.2. Functional Requirement	The functional requirements given in this section is generic workflow & processing requirements applicable to any department. Please confirm the understanding that this is the complete set of high level functional requirements to be implemented in current implementation scope. There are no department specific processes to be implemented in the implementation scope. As part of enhancements that may be addressed by the development team to be deployed during O&M phase (based on availability or resource & time), or via a change request the additional workflows / processes may be implemented. Please confirm this understanding. If not please provide the details of additional processes to be implemented, if any.	As per Revised RFP.
15	20181023145556171.pdf: Pg 14	2.9. Demonstration of Existing IWDMS	Request to provide the high level functionality addressed by the current IWDMS system and the functionalities out of this that needs to be retained in IWDMS 2.0. Are there any department specific processes / functionalities handled by existing IWDMS (such as budgeting related features for Finance department) and to be retained?	It was covered in Demonstration of IWDMS. Further, the detail information will be shared at the time of requirement gathering stage.
16	20181023145556171.pdf: Pg 90	Part 1: Cost of Operations and Maintenance of IWDMS 2.0 including continuous development team, help desk support, hand-holding support and central site O&M team for Technical support for Software Upgrades, Updates, patches, security updates, bug fixes etc. <Table>	The number of resources for O&M are given as a fixed number. Hence please confirm the understanding that, this will be executed in a Time & Material basis (For any enhancements/ change request, estimates will be prepared and schedule will be decided based on available resource count, if required additional resources may be provided at additional cost - a resource rate may be asked as part of response)	As per Revised RFP.

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17	20181023145556171.pdf: Pg 23 Pg 24 Pg 28 Pg 51 Pg52	IWDMS 2.0, as an e-Governance initiative, would be crucial in shaping Government Process Re-engineering (GPR), which eventually enhances the quality of services delivered to the citizens. Earlier office procedure, GPR (Government Process Reengineering), Streamlined processes, accessibility to all concerned 3.5.1. System Requirement 2 Suggesting necessary business process re-engineering of the Departmental/Government processes to enable adoption of the solution proposed. ⯀ Identification of Business Process Reengineering requirement to achieve the proposed service levels, including legal changes required in processes. 3.12.1. Documentation ⯀ As-Is process Report for all the processes of services. ⯀ Business Process Re-engineering report for the all the services of DST.	Please clarify whether a full-fledged BPR activity to be carried out? If so, this makes the implementation scope open. Request to consider this and define the scope boundary.	As per Revised RFP.
18	20181023145556171.pdf: Pg 14 Pg12	SP has to migrate data from the existing IWDMS. Cost for data migration from existing application should be included in the price bid. 1. During the 8 years of O & M period any migration activities required to carry out due to change in Infrastructure, Software, etc. should be done by bidder at no extra cost. The last year data is: 0.15TB 3. Total database size is: 1.76 TB b. The Bidder will have to furnish acceptance on providing future versions and applicable upgrades and ensure the compatibility with existing application and database without any additional cost whenever required on its letter head.	1. Please provide the approximate number of entities/ tables/ records to be migrated. 2. Since the number of O&M resources are fixed, please confirm the understanding that all such activities will be done based on resource availability and within time estimated based on that.	As per Revised RFP.
19	20181023145556171.pdf: Pg 16	2.16.4.6. The bidder agrees to that Department of Science and Technology shall have the unrestricted right to deploy or use IWDMS 2.0 application software and the documentation related thereto, in any Gujarat state government department, at no additional cost to client.	Since the product costs will depend on either the number of users or the hardware on which it is deployed on (per number of process core of a type), the price given by the bidder cannot be accounted for any configuration exceeding this. Bidder will specify the license type and number of licenses as part of bid response, to which the deployment by DST has to adhere. Please confirm.	1. The licenses structure of the COTS is mentioned in the revised RFP. 2. For other than COTS, any readymade software required for running the application like OS, DB etc. bidder has to consider the concurrency mentioned in the revised RFP.

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20	20181023145556171.pdf: Pg 20	2.23.6. The following criteria shall be used to evaluate the technical bids. <Inside table> Add-on functionality/features proposed over an above the RFP scope of work without any additional cost to the DST/GIL- 20	Please clarify what logic will be used to arrive at makes for additional functionality / features? How much functionality/ features will be required to be given by bidder to get 20 marks for this?	Bidder has to decided and propose.
21	20181023145556171.pdf: Pg 29	15 The system should have option for creating separate instances (Max. three) as and when required for other Government Department/offices and the same will be hosted in GSDC. However, entire source code and repository should be single and hosted at GSDC only. Further, required tools and software for the same will be in the SP's scope. Implementation and O & M of all the instances shall be responsibility of the selected bidder without any additional cost.	Please confirm the understanding that this is to address the performance and hence it is enough to design the solution to run the components in multiple instances. If not, please elaborate on this requirement. Also please note that the deployments will be restricted to the number of licenses proposed.	As per Revised RFP.
22	20181023145556171.pdf: Pg 73	8.12.3. Once the change request is developed and implemented, it will become the part of the Software application without any additional cost to GoG	Did not understand the relevance of this clause. Please confirm the understanding that the change implementation itself may have additional cost (or on Time & Material basis in O &M). If the change is large enough so as to require additional support resources, the same will be estimated during the change request analysis and any increase in resources required will required to be paid to the bidder additionally.	As per Revised RFP.
23	20181023145556171.pdf: Pg 73	8.12.4. Training of personnel of the DST in terms of hours/subjects will be without any additional cost.	The training cost will be included as per the scope defined in proposal. Any additional training required for changes, need to be analyzed and checked whether can be consumed within available support resource. If the change is big enough the same will be estimated part of change request and may require additional cost.	As per Revised RFP.
24	20181023145556171.pdf: Pg 53, 3.12.2. Training	The SP should ensure that change management starts from the project planning stage and continues throughout the life of the project. It is essential to understand that change management is not a onetime activity. It is a continuous activity propagating to complete life of the project and touching all the stakeholders involved in the project.	According to this, we assume that you need training / change management support throughout the project period i.e. for 8 years and Bidder to deploy onsite resource for 8 years to manage the same. Need confirmation.	As per Revised RFP.

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25	20181023145556171.pdf: Pg 53, 3.12.2. Training	**Nature of the Training and support required:** 2. Training shall be conducted at Secretariat or any appropriate government location. However, it would be 'Train the Trainer' concept, where representatives from different departments, divisions and agencies would be trained who in turn would train individual users in the respective divisions and departments/agencies.	We assume that, entire training / change management program (Train-the-Trainer) will be conducted at one central location which is at GIL office Gandhinagar Gujrat. Need confirmation. In case of any changes then kindly specify the locations.	The Location will be at Gandhinagar/Ahmedabad.
26	20181023145556171.pdf: Pg 66, 6.2.2.5. Operational Related Penalty for Handholding Support	2.) The Bidder is not allowed to replace those resources whose profile has been submitted at the time of bidding process/Technical Presentation.	It would be difficult to submit the deployable profiles at the bidding stage as most of our resources are tagged to projects and it would be practically difficult to hold the proposed person for long duration (till the final closure of bidder selection) without any assignment of work. Kindly allow us to submit the indicative profiles. We will share the deployable profiles once the contract is finalized with better or equivalent qualifications and experience.	As per Revised RFP.
27	2.14.4	2.14.4. The Bid security may be forfeited at the discretion of TENDERER/GIL, on account of one or more of the following reasons if: a. The Bidder withdraws their Bid during the period of Bid validity. b. Bidder does not respond to requests for clarification of their Bid. c. Bidder fails to co-operate in the Bid evaluation process, d. Bidder is found to be involved in fraudulent and corrupt practices and e. In case of a successful Bidder, the said Bidder fails: i. To sign the Agreement in time ii. To furnish Performance Bank Guarantee iii. is found to be involved in fraudulent and corrupt practices	2.14.4. The Bid security may be forfeited at the discretion of TENDERER/GIL, on account of one or more of the following reasons if: a. The Bidder withdraws their Bid during the period of Bid validity. b. Bidder does not respond to requests for clarification of their Bid. c. Bidder fails to co-operate in the Bid evaluation process, d. Bidder is found to be involved in fraudulent and corrupt practices and e. In case of a successful Bidder, the said Bidder fails: i. To sign the Agreement **on mutually agreed terms and conditions** in time ii. To furnish Performance Bank Guarantee iii. is found to be involved in fraudulent and corrupt practices	No change. As per revised RFP.
28	2.16 #16 Bid Prices	Bidder is expected to fill the rates/amount for all items in Financial Bid format. Bidders quoting incredibly low or unrealistic high cost of items with a view to subverting the tender process shall be rejected straight away by DST/GIL and EMD of such Bidder(s) will be forfeited. However, in case, the bidder chooses to quote zero, nil amount or blank, it will be his risk and the same shall in no way restrict the scope of the work. Any rate quote field kept blank would imply that bidder is quoting zero prices for that item.	Bidder is expected to fill the rates/amount for all items in Financial Bid format. Bidders quoting incredibly low or unrealistic high cost of items with a view to subverting the tender process shall be rejected straight away by DST/GIL ~~and EMD of such Bidder(s) will be forfeited~~. However, in case, the bidder chooses to quote zero, nil amount or blank, it will be his risk and the same shall in no way restrict the scope of the work. Any rate quote field kept blank would imply that bidder is quoting zero prices for that item.	No change. As per revised RFP.

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29	2.16 #16 Bid Prices	The bidder agrees to that Department of Science and Technology shall have the unrestricted right to deploy or use IWDMS 2.0 application software and the documentation related thereto, in any Gujarat state government department, at no additional cost to client. State Government may choose to carry out the development/customization of the software, after the expiry of the post implementation support, by any way they want.	The bidder agrees to that Department of Science and Technology shall have the unrestricted right to deploy or use IWDMS 2.0 application software and the documentation related thereto, in any Gujarat state government department, at ~~no~~ additional cost as per the prevailing rate to client. State Government may choose to carry out the development/customization of the software, after the expiry of the post implementation support, by any way they want.	No change. As per revised RFP.
30	2.24/21	On acceptance of Proposal for awarding the contract, DST/GIL will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be signed. After signing of the Contract Agreement, no variations in or modifications of the terms of the Contract shall be made except by written amendment signed by all the parties.	On acceptance of Proposal for awarding the contract, DST/GIL will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be signed **on mutually agreed terms and conditions**. After signing of the Contract Agreement, no variations in or modifications of the terms of the Contract shall be made except by written amendment signed by all the parties.	No change. As per revised RFP.
31	2.27/21	2.27.1. At the same time as, concerned DST/GIL notifies the successful Bidder that its bid has been accepted, DST will send the bidder the Contract Form, incorporating all the agreements between two parties. 2.27.2. Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to DST and send copy to GIL.	2.27.1. At the same time as, concerned DST/GIL notifies the successful Bidder that its bid has been accepted, DST will send the bidder the Contract Form, incorporating all the agreements between two parties. 2.27.2. Within 15 days of **finalization** ~~receipt~~ of the Contract Form, the successful bidder shall sign and date the contract and return it to DST and send copy to GIL.	No change. As per revised RFP.
32	3.7 #44 Operations and Management Support	The SP has to provide the operation & maintenance for the period of 8 years Resolution of errors/bugs (if any), software updates, patches, changes in the software that may be necessary due to legal/statutory/GR/Any ACT etc. changes.	Update/Upgrades/fixation of patches shall be at an additional cost to customer	No change. As per revised RFP.
33		The application developer/software provider should ensure that the proposed application architecture & offered solution including software or any other tool proposed by the bidder should be latest and should not be declared end of support/end of sales during the 8 years of O & M period. Bidder has to provide the latest version of application, latest major upgrade/alternate	The application developer/software provider should ensure that the proposed application architecture & offered solution including software or any other tool proposed by the bidder should be latest and should not be declared end of support/end of sales during the 8 years of O & M period. Bidder has to provide the latest version of	No change. As per revised RFP.

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34	6.2 #63 Categories of SLAs	Submission of SRS, URS, SDD and UI for IWDMS 2.0 A Penalty of 1% of respective payment milestone per week or part thereof for the delay subject to maximum cap of 10%. Partial Go-live of the project A Penalty of 1% of respective payment milestone per week or part thereof for the delay subject to maximum cap of 10%. Successful completion of FAT (Min 90% functionality as defined in scope of work) and roll out as per the phase1 of the RFP A Penalty of 1% of respective payment milestone per week or part thereof for the delay subject to maximum cap of 10%. Successful completion of Full FAT i.e. 100% scope of work as defined in the RFP so far as on Development/customization side of the solution A Penalty of 2% of respective payment milestone per week or part thereof for the delay subject to maximum cap of 25%.	Submission of SRS, URS, SDD and UI for IWDMS 2.0 A Penalty of 1% 0.5% of respective payment milestone per week or part thereof for the delay subject to maximum cap of 10% 3% of the respective payment milestone. Partial Go-live of the project A Penalty of 1% 0.5% of respective payment milestone per week or part thereof for the delay subject to maximum cap of 10% 3% of the respective payment milestone. Successful completion of FAT (Min 90% functionality as defined in scope of work) and roll out as per the phase1 of the RFP A Penalty of 1% 0.5% of respective payment milestone per week or part thereof for the delay subject to maximum cap of 10% 3% of the respective payment milestone. Successful completion of Full FAT i.e. 100% scope of work as defined in the RFP so far as on Development/customization side of the solution A Penalty of 2% 1% of respective payment milestone per week or part thereof for the delay subject to maximum cap of 25%. 5% of the respective payment milestone	No change. As per revised RFP.
35	#65 SLA Penalties	The quarterly operational penalty is capped at 10% of quarterly invoice value. However, if such value of 10% is reached for any Two Quarters consequently during the contract period, then the Department of Science and Technology will have the right to terminate the contract.	The quarterly operational penalty is capped at 10% 5% of quarterly invoice value. However, if such value of 10% is reached for any Two Quarters consequently during the contract period, then the Department of Science and Technology will have the right to terminate the contract.	No change. As per revised RFP.
36	#65 SLA Penalties	The overall operational penalty on account of Non-Deployment of Proposed Resources or Manpower Availability is capped at 50% of Quarterly invoice amount. The penalties, if any, will be recovered against the quarterly payment invoice submitted by the SP	The overall operational penalty on account of Non-Deployment of Proposed Resources or Manpower Availability is capped at 50% 5% of Quarterly invoice amount. The penalties, if any, will be recovered against the quarterly payment invoice submitted by the SP	No change. As per revised RFP.
37	SLA Penalties	Clause not present	The overall maximum penalty, if any that can be imposed on SI under this proposal contract shall not exceed **5%** of the **Total Contract Value**.	No change. As per revised RFP.

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38	8.5/69	As per the time schedule agreed between parties for specific projects given to the SP from time to time, the SP 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 contact, all the documents prepared by the SP under this contract shall become the exclusive property of DST. The SP may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from DST. DST reserves right to grant or deny any such request.	As per the time schedule agreed between parties for specific projects given to the SP from time to time, the SP 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 contact, all the documents prepared by the SP under this contract **solely and exclusively for DST** shall become the exclusive property of DST. The SP may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from DST. DST reserves right to grant or deny any such request.	No change. As per revised RFP.
39	8.10 Intellectual Property Rights	As per RFP	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.	No change. As per revised RFP.
40	8.11 #71 Inspection/testing Application	DST, GAD or their representative shall have the right to inspect and/or to test the software or work of the SP to confirm their conformity to the Contract specifications at no extra cost to the DST.	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	No change. As per revised RFP.

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41	8.12.2 #73 Change Request Orders	Once the change request is developed and implemented, it will become the part of the Software application without any additional cost to GoG	Once the change request is developed and implemented, it will become the part of the Software application with~~out~~ any additional cost to GoG. 1.It should be restricted to +/-10% maximum of the quantity quoted as per RFP. 2. SI agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity.	No change. As per revised RFP.
42	8.14.2 #73 Termination	Under the Contract, DST may by advance written notice of 30 days terminate the SP in the following ways: 8.14.1. Termination by Default for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to time schedule. 8.14.2. Termination for Convenience: DST by written notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for DST's convenience, the extent to which performance of the SP under the Contract is terminated, and the date upon which such termination becomes effective. 8.14.3. The software that is complete and ready for rendering / deployment within 30 days after the SI's receipt of notice of termination shall be accepted by DST at the Contract terms and prices. For the remaining services, DST /GIL may elect: a) To have any portion completed and delivered at the Contract terms and prices; and/or b) To cancel the remainder and pay to the SP an agreed amount for partially completed software and for software previously procured by the SI.	Under the Contract, DST may by advance written notice of 30 days terminate the SP in the following ways: 8.14.1. Termination by Default for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to time schedule **which have created adverse impact on the performance of services under this Agreement and fails to cure such default within thirty days from the intimation of the same**. 8.14.2. Termination for Convenience: DST by written notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience **by giving 90 days prior written notice**. The notice of termination shall specify that the termination is for DST's convenience, the extent to which performance of the SP under the Contract is terminated, and the date upon which such termination becomes effective. 8.14.3. The software that is complete and ready for rendering / deployment within 30 days after the SI's receipt of notice of termination shall be accepted by DST at the Contract terms and prices. For the remaining services, DST /GIL ~~may elect:~~ ~~a) To have any portion completed and delivered at~~	No change. As per revised RFP.
43	8.14.5	In all the three cases termination shall be executed by giving written notice of 30 days to the SI. Upon termination of the contract, payment shall be made to the SP for:	Termination for convenience shall be exercised only by 90 days	No change. As per revised RFP.
44	8.17 #74 Force Majuro	As per RFP	Either Party shall be entitled to terminate this agreement by giving prior written notice of not less than thirty days, if the aggregate number of days under force majeure event exceeds 90 days in aggregate. SP shall be entitled for all the payments for the services rendered till the date of such termination	No change. As per revised RFP.

Addtional Queries response of Tender No. SW 24072018164 - Selection of Service Provider for Designing, Development/ Customization, Implementation, Training, Hand Holding and Operation & Maintenance Support for Integrated Workflow and Document Management System (IWDMS 2.0) for Government of Gujarat.

S.No	Revised RFP Clause No & page no.	Original Clause	Query raised	Clarification by DST/GIL
45	Arbitration	As per RFP	Arbitrator should be appointed by mutual discussion and with consent by both the Parties	No change. As per revised RFP.
46	8.22. #76 Contract Period	The SP agrees that in any case SP shall not terminate the contract. However, the department reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance	The SP agrees that in any case SP shall not terminate the contract. However, the department reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance	No change. As per revised RFP.
47	8.23 #76 Exit Management Procedures	The Exit Management Period starts, in case of expiry of Contract, 6 months before the Contract comes to an end or in case of earlier termination of Contract, on the date of service of termination orders to the Service Provider. The Exit Management Period ends on the date agreed upon by the Department or six months after the beginning of the Exit Management Period, whichever is earlier.	The Exit Management Period starts, in case of expiry of Contract, 6 months before th Contract comes to an end or in case of earlier termination of Contract, on the date of service of termination orders to the Service Provider. The Exit Management Period ends on the date agreed upon by ~~the Department~~ either party or six months after the beginning of the Exit Management Period, whic	No change. As per revised RFP.
48	8.25 #76 Limitation of Liability	The entire liability of the bidder shall be limited to Maximum (Limitation of liability) = Payment made to the bidder and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department except as may be determined by courts of law under the applicable law and awarded after following the due process of law.	Notwithstanding anything to the contrary, The entire aggregate liability of the bidder shall be limited to Maximum (Limitation of liability) = Payment made to the bidder for preceding twelve months from the date of claim and explicitly exclude all direct, indirect and consequential losses impact, punitive, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data,	As above
49	83	We abide that Department of Science and Technology shall have the unrestricted right to deploy or use IWDMS 2.0 application software and the documentation related thereto, in any Gujarat state government department, at no cost to client.	We abide that Department of Science and Technology shall have the unrestricted right to deploy or use IWDMS 2.0 application software and the documentation related thereto, in any Gujarat state government department, at no cost to client.	No change. As per revised RFP.
50	87/13	I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.	I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.	No change. As per revised RFP.
51	87/14	14) My / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company.	14) My / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company **which shall create adverse impact on the performance of services under this RFP**.	No change. As per revised RFP.
52	Tax	Clause not present in RFP	Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Customer.	No change. As per revised RFP.

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S.No	Revised RFP Clause No & page no.	Original Clause	Query raised	Clarification by DST/GIL
53	Non Hire Clause	Clause not present in RFP	Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.	No change. As per revised RFP.
54	Variance in Minimum Wages		Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	No change. As per revised RFP.
55	Saving Clause	Clause not present in RFP	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	No change. As per revised RFP.

Addtional Queries response of Tender No. SW 24072018164 - Selection of Service Provider for Designing, Development/ Customization, Implementation, Training, Hand Holding and Operation & Maintenance Support for Integrated Workflow and Document Management System (IWDMS 2.0) for Government of Gujarat.

S.No	Revised RFP Clause No & page no.	Original Clause	Query raised	Clarification by DST/GIL
56	SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	No change. As per revised RFP.
57	Risk and Title	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	No change. As per revised RFP.
58	Transfer of risk and title	Clause not present in RFP	Bidder assumes that the title of ownership and risk of the goods supplied under this Contract is passed onto Customer on delivery of the material at the Customer location.	No change. As per revised RFP.
59	Change Orders	Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.	No change. As per revised RFP.