

**Response to Pre-bid Queries****RFP for Selection of Agency to provide Technical support for UIDAI Project & related activities on behalf of Department of Science & Technology, Government of Gujarat (RFP No.: GIL\DST\UIDAI Tech. Support\2018 Dated: 11.05.2018)**

Sr. No.	Original RFP Reference			Query / Clarification / Suggestions from the Vendors	Responses to the Queries
	Page No.	Section & Clause Reference No.	RFP Description		
1	Page 14	Section-3, Eligibility Criteria	The bidder must have prior experience of at least one project for implementation/ maintenance of Aadhaar AUA-ASA, KUA-KSA functionality in last three years as on Bid submission date.	Request to consider experience of outsourcing of Manpower and Aadhaar Enrolment services.	As per Revised RFP. (Page No. 19, Section 3, Eligibility Criteria, Clause 3)
2	Page 11	Section 2.2, Clause 4, Manpower Requirement	a. Team Leader – Experience in J2EE, JBOSE, Spring MVC Framework, Hibernate Framework, SQL is preferred. b. Technical Resource – Experience in J2EE, JBOSE, Spring MVC Framework, Hibernate Framework, SQL is preferred.	We request you to kindly include .NET Framework and .NET Services also in the same	Please refer Revised RFP. (Page No. 16, Section 2.2, Clause 4) The Manpower experience requirement is based on already existing application which is to be further maintained
3		General	General	Please confirm the required Infrastructure, Desktop / Laptop, Development Tools, Travel Mode for Client visit etc. will be provided from DST for the manpower.	Required infrastructure like Desktop/laptop, development tools, Office space and Travel for client visit (outside Ahmedabad & Gandhinagar only) will be provided by the Department.
4	Page 16	Section 4, Clause No. 4.1.4	a – No Work No Pay	Please explain. In case there is no work allotted to the resource, but the resource is deputed to your site, in that case payment is due definitely. Please confirm	As per revised RFP. (Page No. 21, Section 4.1.3)
5	Page 18	Section 4, Clause No. 4.3	Payment Terms	Quarterly Payment – Request you to please make it Monthly or every two months instead of Quarterly.	As per revised RFP. (Page No. 23, Section 4.3)
6		General	Lead Time for Provision of Team is Not Specified.	Request you to please provide at least 45 days lead time for Team Provision and Planning	As per revised RFP (Page No. 21, Section 4.1)
7	Page 31	Section 5, Point No. 5.33	Extension of Work	Please confirm, when extension of work is done, how the rates will adjusted for, will it mutually agreed or index rate based updation or no updation	As per revised RFP (Page No. 37, Section 5.33)
8	Page 11	Section 2.2, Clause 4, Manpower Requirement		Technical Resource with two different profile sets are asked for in the technical bid while in Financial Bid the provision is given only for 1 Type of Technical Resource. Request you to provide option for Two Different types as asked for in the Technical Bid.	As per revised RFP (Page 16 & 17, Section 2.2, Clause 4)
9		General	General	Total Pages in the file are mentioned as 48 while only 43 are viewable. Please confirm total pages.	As per revised RFP
10	Page 14	Section-3, Eligibility Criteria		Eligibility Criteria to clearly have the following: o Experience in Built , Operating & Maintaining multiple AUA/KUA's (a minimum of 3) - [Comments: Bidder should have the exposure in handling multiple AUA's in multiple eco systems] o Experience of Built , Operating & Maintaining ASA/KSA's (a minimum of 1) . - [Comments: Bidder should have a proven ASA solution] o Ability to integrate Aadhaar Services to different platforms (Web, Windows, Android, Linux and others) - [Comments: Bidder should have the ability to handle all stacks because different dept. asks for integration support in their respective applications] o Experience of working with at least one state government - [Comments: Bidder who has clear knowledge on How Govt. operates helps this project] o Ability to develop Applications like Aadhaar Attendance & Seeding Applications over the top of Authentication & KYC Services [Comments: proven solutions which are a cost saver for Govt. & also a good revenue model for PSU's]	As per Revised RFP. (Page 19, Section 3, Eligibility Criteria, Clause 3)  - Since, the requirement is to manage AUA/KUA functionality, the emphasis is only on it.

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11		General	General	The selection criteria should be Quality & Cost Based Selection (QCBS) where only technically qualified organization can be eligible for the financial bid round.	As per revised RFP (Page No. 28, Section 5.14)
12		General	General	The manpower model proposed in the RFP to be replaced by Revenue Sharing Model because a team of 5 cannot maintain the solution. The minimum teams required for the maintenance of AUA/KUA and ASA/KSA with increasing volumes and UIDAI regulations are: <ul style="list-style-type: none"> <li>• Core Engine Team (Server Component)</li> <li>• Dev-Ops Team (For integration of Aadhaar services to different applications of all departments)</li> <li>• Operations Team (For continuously monitoring NOC - Network Operations Center and FMS - Fraud Monitoring System)</li> <li>• R&amp;D Team (For implementing new UIDAI regulations into practice)</li> <li>• Application Team (For managing the Standalone applications like Attendance Systems, Seeding, etc.)</li> </ul>	No change.
13		General	General	Major Advantages of Revenue Sharing Model are: <ul style="list-style-type: none"> <li>• Performance based Model --&gt; Unless transactions happen, no payment shall be released to the successful bidder</li> <li>• No restriction of manpower, if more people are required for a particular task, the bidder shall deploy the same and ensure that compliance is met as per deadline.</li> <li>• Successful model already implemented in Uttar Pradesh and Telangana</li> </ul>	No change.
14		General	General	<ol style="list-style-type: none"> <li>1. Is it mandatory to execute the portal/application development at Gujarat or can we pursue it from backend as well, from some different office?</li> <li>2. Will the deployed hardware be of GIL or bidder has to purchase the hardware from its side?</li> <li>3. Who will bear the cost of Data Vault and HSM box? Is the counselling required or actual implementation is required?</li> <li>4. Who will formulate the SLA, bidder or GIC?</li> <li>5. Is developing a mobile based application is the part of the scope of work and bidders responsibility?</li> </ol>	<ol style="list-style-type: none"> <li>1. Refer revised RFP (Page No. 16, Section 2.2, Clause no. 4, bullet point 2)</li> <li>2 &amp; 3. The application is already developed and is running and this needs to be maintained further. As per Sr. No. 16 below</li> <li>4. As per revised RFP. (Page no. 21, Section 4)</li> <li>5. As of now there is no requirement for Mobile based Application. However, in future any such requirement w.r.t UID AUA/KUA, the bidder will be responsible to complete the same.</li> </ol>
15		Scope	Update/modify, test, deploy and maintain application to provide Authentication services as per guidelines /instructions of UIDAI/State/Central Government"	kindly apprise us whether this authentication application already working ? or this need to be build from scratch by bidder?	As per revised RFP. (Page No. 14, Section 2.1)
16		General	General	Does the future activities like Aadhaar data vault, Virtual ID etc. are part of the scope or department would take care of all the procurement of associated software and hardware, is it right to assume that scope of work is restricted to day to day manpower support for that particular task mentioned in four categories in RFP	Any hardware/Software procurement will not be in the scope of the bidder. However, any upgrade/integration/ implementation of such procurement will be in the scope of bidder.
17		General	General	We request you to kindly provide the relaxation on the payment terms i.e. quarterly to monthly so that our operational cost would be maintained	As per revised RFP. (Page No. 23, Section 4.3)
18		General	General	As there is judgement pending in supreme court for the reliability of Aadhaar for use of various purpose, if in case the judgement changes what would be department take to safeguard the interest of the bidder, does the resources would be shifted to other activities or not As in force majeure it does not mentioned anything about the changes in law	As per revised RFP. (Page No. 31, Section 5, Clause no. 5.17.4)
19		General	General	As outsourcing is not allowed but some solution would be required special skill set i.e. for Aadhaar data vault or virtual ID etc., does the liability to complete the task would be on bidder or department would parallel help to complete the task	As per revised RFP (Page No. 16, Section 2.2, Clause no. 4, bullet point 2)

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20		General	General	Request you to provide clarity on extension of contract, as per the RFP if the contract is extended does the new commercial would be applicable on mutual consent or the same commercial would be carry forward for next two years	As per revised RFP (Page No. 37, Section 5.33)
21		General	General	What would be ideal working hours in normal situation as in RFP it is mentioned 24X7 support but no standard working hours are mentioned	As per revised RFP (Page No. 16 & 17, Section 2.2, Clause no. 4)
22	Page 141	Format VI – Bidder Experience		Need more clarification on Bidder Experience. Please confirm whether bidder should have experience in providing Technical Support specific to Aadhaar projects/related activities or any IT/ITES projects. If IT/ITES projects consider for evaluation, then minimum how many projects credentials the bidder should submit, out of which how many should be completed/WIP.	As per Revised RFP. (Page No. 19, Section 3, Eligibility Criteria, Clause 3)
23				Understood that it's an electronic bid. Please confirm whether the bidder has to send/submit the original tender document by any chance later to the tenderer.	Bid submission is online as mentioned in RFP. Bid-processing fee & EMD needs to be submitted in physical.
24	Page 16	Cause no. 4.1.2 Non-Deployment of Proposed Resources		Please confirm whether Rs. 50,000/per week penalty will be imposed on resource (item) based. If suppose 2 proposed resource not deployed within 15 days from date of LOI, what will be the penalty?	As per revised RFP (Page No. 21, Section 4.1.)
25	Page 11	Clause 4 Manpower Requirement		To ensure 24x7 availability of resource (during Night-time, Holiday and Weekends) with limited manpower is quite challenging, will there be any chance of increasing manpower Qty (at least 1 nos. additionally)	As per revised RFP (Page No. 16 & 17, Section 2.2, Clause no. 4)
26	Page 9	Clause 2.2.1 Ongoing Activities		Please clarify whether tenderer will provide necessary Hardware / Software infrastructure to carry out the mentioned activities or the bidder responsibility to provide necessary infrastructure?	Any hardware/Software procurement will not be in the scope of the bidder. However, any upgrade/integration/ implementation of such procurement will be in the scope of bidder.
27	Page 16	Clause 4.1.4 Manpower Availability		Request to clarify, if the Team Leader available only on Weekdays (Monday – Friday) he would be paid for 22 days in a month? & in addition to this you would also penalize for number of days not present as mentioned in the below Penalty Clause. Pls confirm  b. over and above following penalty will also be levied i. Non-availability of Technical Resource: Rs. 500 / Person / Day ii. Non-availability of Team Leader: Rs. 1000/ Day	As per revised RFP (Page No. 16 & 17, Section 2.2, Clause no. 4)
28	Page 6, 7		Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.		No change
29	Page 6	1.1 Information Regarding RFP	viii. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection	viii. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. <b>However variation on account of GST or any related tax shall be taken into account</b>	As per revised RFP (Page no. 39, Section 6, bullet point 4)
30	Page 11	Introduction and Scope of work	as per RFP	Request deletion of "including....but not limited" as including the scope becomes open-ended	No Change
31	Page 15	Clause, 2.f	Any other updates/upgrades as mandated by UIDAI/ State/Central Authority issued from time to time	Any other updates/upgrades as mandated by UIDAI/ State/Central Authority issued from time to time <b>the same shall be provided by bidder at an additional cost to UIDAI</b>	No Change

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32	Page 17		The selected agency shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.	The selected agency shall maintain backup personnel and shall promptly provide replacement of every person <u>within fifteen (15) days</u> removed pursuant to <u>guilty of willful misconduct and gross negligence</u> <del>this section with an equally competent substitute from the pool of backup personnel.</del>	No Change
33	Page 21	4.1. Service Level and Penalty Clause	4.1.2. Non-Deployment of Proposed Resources - A penalty of Rs. 50,000/per week for non-deployment of proposed Manpower for 15days from date of LOI. - In case of failure in deployment of the proposed Manpower for 1(one month) from date of LOI, TENDERER may terminate the contract and forfeit the PBG.	4.1.2. Non-Deployment of Proposed Resources - A penalty of Rs. 50,000/per week for non-deployment of proposed Manpower for 15days from date of LOI. <del>-In case of failure in deployment of the proposed Manpower for 1(one month) from date of LOI, TENDERER may terminate the contract and forfeit the PBG.</del>	As per revised RFP. (Page No. 21, Section 4.1.3)
34	Page 21	4.1. Service Level and Penalty Clause	4.1.3. Penalty for Non-performance in required Service Levels/ Standards Any failure to deliver the required services due to reasons attributable to the Bidder, such as but not limited to, non-adhering to timelines, violation of UIDAI/State/Central Guidelines, Non availability of Services, unresolved issues/problems, delay in deployment, etc., the bidder shall be solely responsible for the consequences from the UIDAI / State / Central authority and the bidder shall be bound to the penalty/decision, if any.	Request to delete as this is open ended	As per revised RFP. (Page No. 21, Section 4.1.2)
35	Page 21	4.1. Service Level and Penalty Clause	4.1.4. Manpower Availability a. No work no pay – Only Actual available man-days will be considered for arriving at value of quarterly payment. Quarterly Payment = [(Quoted payment value / total Man-days in the quarter) x Actual Man-days available in the quarter] b. over and above following penalty will also be levied i. Non-availability of Technical Resource: Rs. 500 / Person / Day ii. Non-availability of Team Leader: Rs. 1000/ Day	<i>Request quarterly payment to consider allowed leaves.</i> 4.1.4. Manpower Availability a. No work no pay - Only Actual available man-days will be considered for arriving at value of quarterly payment. Quarterly Payment = [(Quoted payment value / total Man-days in the quarter) x Actual Man-days available in the quarter] b. over and above following penalty will also be levied <u>if non- availability per person exceeds 5 days in a quarter</u> i. Non-availability of Technical Resource: Rs. 500 / Person / Day ii. Non-availability of Team Leader: Rs. 1000/ Day	As per revised RFP. (Page No. 21, Section 4)
36	Page 21	4.1. Service Level and Penalty Clause	Any such Non – Availability of any resource without any prior intimation and without any suitable arrangement for continuous 10 Working day may lead to termination of Contract Repetitive Occurrence of Non – Availability of a resource for 07 Working days without any prior notice and without any suitable arrangement in 03 (Three) consecutive financial quarters may lead to termination of Contract.	Any such Non – Availability of any resource without any prior intimation and without any suitable arrangement for continuous 10 Working day <u>and failure to cure such default within thirty (30) days from the written intimation of the same</u> may lead to termination of Contract <u>by giving prior written notice of not less than thirty (30) days</u> □ Repetitive Occurrence of Non - Availability of a resource for 07 Working days without any prior notice and without any suitable arrangement in 03 (Three) consecutive financial quarters <u>and failure to cure such default within thirty (30) days</u> may lead to termination of Contract <u>by giving prior written notice of not less than thirtyh (30) days.</u>	As per revised RFP. (Page No. 21, Section 4)
37	Page 22	4.1. Service Level and Penalty Clause	Note: 1.) The overall operational penalty because of Non-Availability of Proposed Resources is capped at 25% of QP amount. The penalties, if any, will be recovered against the quarterly payment invoice submitted by the selected agency	Note: 1.) The overall operational penalty because of Non-Availability of Proposed Resources <u>in any case</u> is capped at <del>25%</del> <u>10%</u> of QP amount. The penalties, if any, will be recovered against the quarterly payment invoice submitted by the selected agency	As per revised RFP. (Page No. 21, Section 4)

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38	Page 22	4.2. PROJECT IMPLEMENTATION	iv.) The Bidder shall not disturb or damage the existing infrastructure. If in case any damage to the network is done, the same shall be corrected with no extra cost. The Bidder shall also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.	iv.) The Bidder shall not disturb or damage the existing infrastructure. If in case any damage to the network is done, the same shall be corrected with no extra cost. <del>The Bidder shall also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.</del>	No Change
39	Page 23	4.3. Payments Terms	i.) The payments to the successful bidder will be made Quarterly on acceptance of the invoice by the TENDERER or its designated agency.	i.) The payments to the successful bidder will be made <del>Quarterly</del> <b>monthly</b> on acceptance of the invoice by the TENDERER or its designated agency.	As per revised RFP. (Page No. 23, Section 4.3)
40	Page 23	4.3. Payments Terms	iii.) The invoice would be processed for release of payment within 45 days after due verification of the invoice and other supporting documents by the TENDERER or its designated agency	iii.) The invoice would be processed for release of payment within <del>45</del> <b>30</b> days after due verification of the invoice and other supporting documents by the TENDERER or its designated agency	No Change
41			5.7.6. The EMD may be forfeited, In case of a Bidder if: 5.7.6.1. The bidder withdraws its bid during the period of bid validity. 5.7.6.2. The Bidder does not respond to requests for clarification of their Bid. 5.7.6.3. The Bidder fails to co-operate in the Bid evaluation process. 5.7.6.4. In case of successful bidder, the said bidder fails: 5.7.6.4.1. Fails to sign the agreement in time 5.7.6.4.2. Fails to submit performance bank guarantee	5.7.6. The EMD may be forfeited, In case of a Bidder if: 5.7.6.1. The bidder withdraws its bid during the period of bid validity. 5.7.6.2. The Bidder does not respond to requests for clarification of their Bid. 5.7.6.3. The Bidder fails to co-operate in the Bid evaluation process. 5.7.6.4. In case of successful bidder, the said bidder fails: 5.7.6.4.1. Fails to sign the agreement <b>mutually agreed terms and conditions</b> in time <b>(not more than fifteen days from the LOA)</b> 5.7.6.4.2. Fails to submit performance bank guarantee <b>(within fifteen days from the execution of the contract)</b>	No Change
42	Page 27	5.9.2.4. Annexures & Formats	5.9.5. Offered price should be exclusive of all applicable taxes (anywhere in Gujarat state).	5.9.5. Offered price should be exclusive of all applicable taxes (anywhere in Gujarat state). <b><u>Any variation/ new levy in tax structure levied by state/ central Govt shall be borne by GIL.</u></b>	As per revised RFP (Page no. 39, Section 6, bullet point 4)
43		5.15.2(Award of contract)	The TENDERER reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.	The TENDERER reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions <b><u>subject to maximum value of change as stated herein shall be limited to 20% of the total contract value.</u></b>	No change
44	Page 29	5.16. Notification of Award & Signing of Contract	5.16.2 Within Seven (07) calendar days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the TENDERER along with contract Performance guarantee. The Performance Bank guarantee shall be equal to 10% of the contract value valid for duration of 180 days beyond the expiry of contract.	5.16.2 Within <del>Seven</del> <b>fifteen</b> <del>(07)</del> calendar days of receipt of the Contract Form, <b>parties shall have a mutual discussion and finalize the contract on mutually agreed terms and conditions</b> , the successful Bidder shall sign and date the Contract and return it to the TENDERER along with contract Performance guarantee. The Performance Bank guarantee shall be equal to 10% of the contract value valid for duration of <del>180</del> <b>90</b> days beyond the expiry of contract.	No Change
45	Page 29	5.17- force majeure	As per RFP	Request insertion: <b><u>Either party shall have the right to terminate this contract if the force majeure stated herein exceeds 90 days in aggregate.</u></b>	No Change
46	Page 31	5.20.1.4	No information given by the Successful Bidder in relation to the Agreement, project documents or any document comprising security contains any material wrong-statement of fact or omits to state as fact which would be materially averse to the enforcement of the rights and remedies of TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.	No information given by the Successful Bidder in relation to the Agreement, project documents or any document comprising security contains any material wrong-statement of fact or omits to state <b><u>which was willfully or intentionally</u></b> as fact which would be materially averse to the enforcement of the rights and remedies of TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.	No Change

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47	Page 32	Clause 5.22	Book & records	Request insertion: <u>Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring successful bidder to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of successful bidder's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to successful bidder's profitability or other such financial data.</u>	No Change
48	Page 32	Clause 5.23	Performance Guarantee	5.23.1. The Selected agency shall furnish Performance Guarantee as provided in the bid document to the TENDERER for an amount equal to 10% of the value of Order. 5.23.2. The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order / LOI towards faithful performance of the contract obligation, and performance of the equipment during Warranty period. In case of <del>termination of contract, poor and unsatisfactory field services</del> , the TENDERER shall invoke the PBG. 5.23.3. The Performance Guarantee shall be valid for a period of <del>480</del> <b>90</b> days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by all Public-Sector Banks / private banks having branch in Gandhinagar\Ahmedabad in the format provided by the TENDERER to be submitted Within 15 calendar days from the date of final work order. 5.23.4. The Performance Guarantee shall be discharged by the TENDERER and returned to the successful bidder within 30 calendar days from the date of expiry of the Performance Bank Guarantee.	As per revised RFP (Page no. 33, Section 5.23)
49	Page 32	Clause 5.4	The TENDERER, reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 30 days' notice in writing if: - 5.24.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings; 5.24.1.2. In case the TENDERER finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project; 5.24.1.3. If SLAs are not maintained properly and not provide services as per SLAs then TENDERER has right to foreclose contract. 5.24.1.4. In case if UIDAI discontinues the project	The TENDERER, reserves the right to <del>suspend any of the services and/or</del> terminate this agreement in the following circumstances by giving 30 days' notice in writing if: - 5.24.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings; 5.24.1.2. In case the TENDERER finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project; 5.24.1.3. If SLAs are not maintained properly and not provide services as per SLAs <u>and fails to cure such default within thirty (30) days from the intimation of the same</u> then TENDERER has right to foreclose contract. 5.24.1.4. In case if UIDAI discontinues the project <u>in such instance 90 days notice period needs to be obtained.</u>	No change
50	Page 33	5.24. Termination Clause	5.24.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.	5.24.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination. <u>and the bidder shall be paid for the services delivered including WIP if any till the last date of termination.</u>	No change
51	Page 33	Clause 5.24.2	The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 30 days' notice if the payment to the selected is due for more than 2 (two) consecutive quarters.	The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 30 days' notice if the <u>other party commits any material breach and fails to cure such default within thirty days</u> payment to the selected is due for more than 2 (two) consecutive quarters.	No Change

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52		5.25. Indemnification	Selected agency will defend and/or settle any claims against the TENDERER that allege that Bidder service and/or branded product as supplied under this contract infringes the intellectual property rights of a third party. Selected agency will rely on Customer's prompt notification of the claim and cooperation with our defence. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.	Request you to please delete this clause as there is no product or service is involved in this RFP : <del>"Selected agency will defend and/or settle any claims against the TENDERER that allege that Bidder service and/or branded product as supplied under this contract infringes the intellectual property rights of a third party. Selected agency will rely on Customer's prompt notification of the claim and cooperation with our defence. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer."</del>	No Change
53		5.26. Limitation of Liability	Selected agency's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the TENDERER within the remaining duration of the contract term from the day claim is raised	<u>Notwithstanding anything contrary elsewhere mentioned in the RFP/Contract,</u> Selected agency's cumulative liability for its obligations under the contract shall not exceed the <u>annual value</u> of the charges payable by the TENDERER within the remaining duration of the contract term from the day claim is raised. <u>And in no case either party shall not be liable for indirect or consequential loss/ damages or any loss of data.</u>	No Change
54	Page 34	Clause 5.27 clause	Confidentiality	The confidentiality obligation under this clause shall survive for a period of two years from the date of such disclosure.	No Change
55	Page 34	Clause 5.28	The Bidder will have to carry out replacement of manpower with pre-approved Manpower by the TENDERER within 7 days in case of any replacement is required due to circumstances arising out of any unforeseen situations like separation, medical exigencies with prior approval of TENDERER.	The Bidder will have to carry out replacement of manpower with pre-approved Manpower by the TENDERER within <u>7 15</u> days in case of any replacement is required due to circumstances arising out of any unforeseen situations like separation, medical exigencies with prior approval of TENDERER.	As per revised RFP. Clause removed. (Page no. 22, Section 4, Note point 3)
56	Page 30	Clause 5.30	Copyright and Intellectual Property Rights	Request deletion	No Change
57		5.33. Extension of Work	At the end of the contract duration, i.e., 03 (three) years, performance of the selected bidder may be reviewed and, the contract may be extended up to 02 (Two) Years	At the end of the contract duration, i.e., 03 (three) years, performance of the selected bidder may be reviewed and, the contract may be extended up to 02 (Two) Years <u>on mutually agreed terms and conditions</u>	As per revised RFP (Page No. 37, Section 5.33)
58		5.37. TAXES & DUTIES	Bidder is liable for all taxes and duties etc. as may be applicable from time to time	Bidder is liable for all taxes and duties etc. as may be applicable from time to time. <u>However, any variation or levy in the tax structure shall be borne by GIL</u>	As per revised RFP (Page no. 39, Section 6, bullet point 4)
59		Change Request	Clause not present, to be added	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. successful 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, successful bidder shall not be bound to perform any additional services.	No Change

Sr. No.	Original RFP Reference			Query / Clarification / Suggestions from the Vendors	Responses to the Queries
	Page No.	Section & Clause Reference No.	RFP Description		
60		Deemed Acceptance	Clause not present, to be added	Products/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 successful 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 successful bidder shall have 15 days time to correct in case of any rejection by Customer.	No Change
61		Savings Clause	Clause not present, to be added	successful bidder'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 successful bidder's performance is affected , delayed or causes non-performance due to Customer's omissions or actions whatsoever (including without limitation, ensuring site readiness for performance of Services).	No Change
62		SNR	Clause not present, to be added	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that successful 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
63		Intellectual Protection	Clause not present, to be added	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, successful 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 successful bidder, and no rights shall be deemed to have accrued to the Customer.	No Change
64		Non Hire	Clause not present, to be added	Customer agrees that for the term of this Agreement and for a period of one (1) year thereafter, Customer will not directly or indirectly, recruit, engage, solicit, discuss employment with, hire, employ or engage any successful bidder personnel assigned to Customer currently or within the previous one (1) year, or induce any such individual to leave the employment of successful bidder.	No Change
65		Updates/Upgrades/fixation of patches	Clause not present, to be added	Notwithstanding anything contrary elsewhere mentioned in the RFP/contract, any update/upgrade fixation of patches to any software shall be at an additional cost.	No Change
66		Warranty Disclaimer	Clause not present, to be added	successful bidder provides for only those warranty and representations which are expressly mentioned in this Contract and the same are in lieu of all other warranties, express or implied.	No Change