

## Corrigendum in Tender No: SW27072018165

**Selection of Service Provider for Design, Development, Integration & Implementation of Web portal and Unified Mobile Application and Ancillary Services and 7 years of maintenance for Home Department.**

**Responses to the queries pursuant to the RFP**

**The bid queries have been responded in this document. RFP Document stands modified to the extent clarifications have been made as enclosed below. In addition, Home Department makes following changes in the RFP bid document itself.**

### **2.2 Pre-qualification Criteria**

<b>Sr No.</b>	<b>Existing Tender Clause</b>	<b>Modified Tender Clause</b>
<b>1</b>	<b>Sales Turnover:</b> The firm/company should have an average annual turnover of at least Rs. 10 Crore and out of which 2 Crore from the Mobile Application Development business in the last 3 financial years (2014-15, 2015-16, 2016- 17 in case of Jan-Dec or 2015-16, 2016-17, 2017-18 in case of 31 <sup>st</sup> March cycle) financial year) as revealed by audited accounts.	<b>Sales Turnover:</b> The firm/company should have an average annual turnover of at least Rs. 10 Crore and out of which 1.5 Crore from the Mobile Application Development business in the last 3 financial years (2014-15, 2015-16, 2016-17 in case of Jan-Dec or 2015-16, 2016-17, 2017-18 in case of 31 <sup>st</sup> March cycle) financial year) as revealed by audited accounts.
<b>2</b>	The bidder should have CMMi level 3 or above certification	The Bidder Should have CMMi (level 3 or above) or ISO 9001:2000 or above in IT Related Services.

**All other tender terms and conditions remain unchanged.**

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**Responses of Pre-bid queries of Tender No. SW 27072018165 -Selection of Service Provider for Design, Development, Integration & Implementation of Web portal and Unified Mobile Application and Ancillary Services and 7 years of maintenance for Home Department.**

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
1	2.2. Pre-qualification Criteria/Sr. No. 2/ Pg.No. 8	<p><b>Sales Turnover:</b> The firm/company should have an average annual turnover of at least Rs. 10 Crore and out of which 2 Crore from the Mobile Application Development business in the last 3 financial years (2014-15, 2015-16, 2016-17 in case of Jan-Dec or <b>2015-16, 2016-17, 2017-18</b> in case of 31st March cycle) financial year) as revealed by audited accounts.</p>	Our accounting for the financial year 2017-18 is not finalized yet. We request department to allow provisional balance sheet along with CA certificate for the FY 2017-18.	No change. As per RFP.
2	2.2. Pre-qualification Criteria/Sr. No. 2/ Pg.No. 8	<p><b>Sales Turnover:</b> The firm/company should have an average annual turnover of at least Rs. 10 Crore and out of which 2 Crore from the Mobile Application Development business in the last 3 financial years (2014-15, 2015-16, 2016-17 in case of Jan-Dec or <b>2015-16, 2016-17, 2017-18</b> in case of 31st March cycle) financial year) as revealed by audited accounts.</p>	Project scope of work includes design and development of web portal and mobile application. Hence, a cumulative turnover from Software development and IT related services (excluding hardware) should be asked for. similar criteria has been kept for technical evaluation also. Additionally, mobile application development projects have very less values and doing business of average 2 Cr. in mobile app development year on year for three years is very difficult. Hence, keeping above points in mind we	<p><b>Sales Turnover:</b> The firm/company should have an average annual turnover of at least Rs. 10 Crore and out of which 1.5 Crore from the Mobile Application Development business in the last 3 financial years (2014-15, 2015-16, 2016-17 in case of Jan-Dec or <b>2015-16, 2016-17, 2017-18</b> in case of 31st March cycle) financial year) as revealed by audited accounts.</p>

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			request department to give some relaxation in this clause and ask for average annual turnover of 10 Cr. during last three years to facilitate participation of many interested bidders like us.	
3	2.2. Pre-qualification Criteria/Sr. No. 3/ Pg. No. 8	Bidders should have experience in development of Web Portal & Mobile Apps and should have executed at least 3 projects of each Web portal & Mobile App development for public/private sector organizations.	Since it would be a G2C mobile application for citizens, we request department to allow only G2C or B2C mobile applications under this clause to make this qualification requirement more relevant to the project.	No change. As per RFP.
4	2.22. Methodology & Criteria for Technical, Commercial and final evaluation/Sr.No. 2/Pg. No. 14	Experience in integration of Web Portals & Mobile App with other applications & Gateways (SMS, Payment, etc.) 2 projects – 4 points 3 projects – 8 points ≥4 projects-10 points	Project experience of integration of web portal <b>AND/OR</b> mobile application with other applications & gateways will be considered. Kindly confirm. In case of single project with both portal and mobile app is asked for, we request department to allow separate projects with integration of either portal or mobile app with other applications and gateways for the evaluation.	No change.
5	2.22. Methodology & Criteria for Technical, Commercial and final evaluation/Sr.No. 2/Pg. No. 14	Experience in Development of Portals & Mobile App for Citizen Centric Services using dynamic forms/ eForms 2 projects – 2 points 3 projects – 3 points ≥4 projects - 5 points	Portals <b>&amp;</b> Mobile App for Citizen Centric Services using dynamic forms/ eForms should be in a single project or projects with portal and mobile app separately will also be considered. Kindly confirm. In case of single project with both portal and mobile app is asked for, we request	please read as Experience in Development of Mobile App. 3 projects – 5 points 4 projects – 8 points ≥5 projects - 10 points

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			department to allow separate projects with either portal or mobile app for Citizen Centric Services using dynamic forms/ eForm for the evaluation.	
6	2.22. Methodology & Criteria for Technical, Commercial and final evaluation/Clause2.22 .2/Pg. No. 15	Demonstration of Web portal and Mobile App (Bidder may randomly select any two service from portal list and one service from mobile app list and demonstrate the same)	We request department to allow bidder to demonstrate the selected services through HTML pages/designs in the form of PPT also. Since designing and development of selected services on both the platforms (web and mobile) during the evaluation stage of a tender may not be possible for each and every bidder due to lack of information on required functionality/process flow. Hence, we request department to kindly accept our request.	No Change.
7	2.22. Methodology & Criteria for Technical, Commercial and final evaluation/Sr.No. 3/Pg. No. 14	Certification (SEI CMMi level 3 or above/ISO 9001:2008 Certificate: <b><u>CMMI or ISO certificate – 3 points</u></b> <b><u>CMMI or ISO certificate – 5 points</u></b>	It must be typo error. Request department to define the missing parameter in the clause.	Please Read as : CMMi (level 3 or above) or ISO 9001:2000 or above in IT Related Services.: <b><u>CMMI certificate – 3 points</u></b> <b><u>CMMI and ISO certificate – 5 points</u></b>
8	3.7. Inspection/Testing /Pg. No. 20	3.7.1.2. As per Govt. Of Gujarat circular dated 10th March 2006, the applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by HOME DEPARTMENT at the cost of SP. <b><i>The SP must include testing cost in their financial bid.</i></b> 3.7.1.3. The EQDC Testing shall be carried	Both clauses are contradictory. Please confirm whether bidder needs to include cost of testing mentioned in the clause in the Financial bid or not?	Clause revised as: 3.7.1.2. As per Govt. Of Gujarat circular dated 10th March 2006, the applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by HOME DEPARTMENT. The cost of testing will be paid by

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		out be bidder. <b>However, the cost of EQDC testing will be paid by department as on actual separately. It is not included in Financial Bid of this RFP.</b>		department as on actual separately. 3.7.1.3 : Deleted
9	3.7.2 Application Security Audit/	<b>3.7.2.1.</b> In addition to inspection & testing, the SP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SP and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors. <b>3.7.2.6.</b> The cost of Security Audit will be paid by department as on actual separately. It should not be included in Financial Bid of this RFP.	Both clauses are contradictory. Please confirm whether bidder needs to include cost of security audit certification mentioned in the clause in the Financial bid or not?	<b>Clause Revised as : 3.7.2.1.</b> In addition to inspection & testing, the SP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors. <b>3.7.2.6.</b> Yes, bidder needs to pay for security audit and shall include this cost in financial bid.
10	3.7.2 Application Security Audit/3.7.2.1.	In addition to inspection & testing, the SP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SP and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors.	Does bidder need to bear the one time certification cost or certification to be maintained for entire duration of the project.? Please confirm.	The bidder is responsible for 1st time CERT-In audit only.

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11	3.8. Change Request Orders/3.8.1/Pg.No.	During the development and operation and maintenance phase, any change in scope of work, or in design and development of modules or Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.	All changes during the development phase that will come after SRS sign off should be taken through change request management process. Otherwise it will be a never ending development process and project will not go live ever. Invariably, department can get changes processed after Go-Live through O&M onsite resources at no extra cost.	No change.
12	General	Workflow for modules	We assume that the departmental workflows will need to be configured based on jurisdictions for instance, relevant prison-based queries have to be redirected to relevant prison authorities. Same in case of police stations etc.	Yes
13	4.3. Scope of Work/1. Design and Development of Web Portal	Citizen Login, Citizen Profile + Creation/ Updation of new Profile, Digital Locker Aadhaar services, Payment Gateway, eWallet. All these feature should also be integrated with Digital Gujarat CSP so that it is user friendly to the citizens and enable single sign-on.	We assume that home department/GIL will provide necessary APIs of given applications for integration to successful bidder. Kindly confirm.	The API needs to be developed by the selected bidder. However, Citizen Login, Citizen Profile + Creation/ Updation of new Profile all these feature needs to be developed in this portal only.
14	4.3. Scope of Work/1. Design and Development of Web Portal	Citizen Login, Citizen Profile + Creation/ Updation of new Profile, Digital Locker Aadhaar services, Payment Gateway, eWallet. All these feature should also be integrated with Digital Gujarat CSP so that	Has Home Department implemented LDAP for Single Sign on? Please confirm.	SCRB may guide whether they use single sign on facility of eGujCop or it need to develop in proposed portal.

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		it is user friendly to the citizens and enable single sign-on.		
15	4.3. Scope of Work/1. Design and Development of Web Portal	Citizen Login, Citizen Profile + Creation/ Updation of new Profile, Digital Locker Aadhaar services, Payment Gateway, eWallet. All these feature should also be integrated with Digital Gujarat CSP so that it is user friendly to the citizens and enable single sign-on.	We assume that home department/GIL will provide necessary APIs of payment gateways and Banks APIs for eWallet integration. Kindly Confirm.	As per reply of query no. 13.
16	4.3. Scope of Work/1. Design and Development of Web Portal	For complaint of the user, bidder has to develop one complain redressal module.	It is a very open ended statement. Bidder cannot estimate efforts for the development without having functional requirement of the module. Please specify indicative functional requirement for the envisaged module.	Status tracking of the complaint and feedback mechanism of respective services was envisaged. Further, alert for unattended complaints of the citizen shall be escalated hierarchically to higher authorities.
17	4.3. Scope of Work/1. Design and Development of Web Portal	All the services should be Geo references enabled services.	Requirement not clear. Kindly elaborate the requirement for better understanding and efforts estimation.	clause revised as: All the services should be Geo references enabled services, to locate the reference from where the complaint has been lodged or the service has been accessed, for eBeat, etc. The proposed facility shall be provided by the bidder.
18	4.3. Scope of Work/1. Design and Development of Web Portal	All the services should be Geo references enabled services.	Who will provide MAP services for such functionality?	As per reply of query no. 17.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
19	4.3. Scope of Work/2. Design and Development of Mobile App	Delivery should be in the form of a published App and will be property of the Home Department, Gujarat	We assume that charges towards publishing mobile app on the app stores shall be borne by department. Please confirm.	Yes, appstore facility will be provided by GoG
20	The scope of services to be offered by bidder is detailed below:/Pg. No. 38	Bidder is required to propose the required compute power, storage and other requirement to host the IWDMS 2.0 application at Primary Site and DR Site Separately. The payment for DR Site will be applicable only once DR Site will be ready and operational. The necessary compute infrastructure will be provided by Govt. of Gujarat.	It must be typo error. Please amend as appropriate.	Clause revised as : Bidder is required to propose the required compute power, storage and other requirement to host the application at Primary Site. The requirement of DR Site is excluded from the scope of this RFP. The necessary compute infrastructure for DC will be provided by Govt. of Gujarat.
21	o Development Team/Pg. No. 39	Bidder shall propose development team with efficient resource to develop Citizen Portal and Mobile App in prescribed timeline. The developer team resources will be based onsite at location/premises to be provided by Government of Gujarat.	We request Home Dept. to do not restrict development team operations at onsite. It will unnecessarily increase the project cost. Development team should be allowed to work offsite and could be made available at onsite, if required in the project.	Onsite deployment of resources as specified in RFP is required, however Organizational back-end support may be required for specific assignments. Bidder will be responsible for successful completion of any such activity within stipulated timelines provided by Tenderer/Dept. All such back-end support be envisaged by bidder and the cost is to be included in the Manpower cost itself. No separate payments for different skillset activities will be paid



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22	o Development Team/Pg. No. 40	The entire team has to be deployed at 100% on client site by service provider. Bidder has to deploy same resources in O & M phase who have worked in development phase.	Deployment of same resource will be subject to his/her availability in the organization. We assume it would be acceptable to the department. Kindly confirm.	As per RFP, except in cases where the resource resign from the organization or concerned organization in the Home Department permits the change of resources in lieu of another suitable person.
23	6. Following facilities shall be provided by selected bidder:/Pg. No. 40	Selected Bidder is responsible to compliance all VA/PT/ISO/ any other audit done by GSDC.	We assume that such compliances will be limited to application developed, Software/DB/OS supplied under this project only. Kindly confirm.	Clause revised as:• Selected Bidder is responsible to compliance all VA/PT/ISO/ any other audit done by GSDC/Dept/GIL for the components as supplied/provided in the scope of this RFP.
24	Process Flow of eChallan/Forms Part 7	The State Bank of India puts an endorsement on this challan	User login for SBI will also be created in the system for the endorsement on the challan and bank will also be a part of workflow process. Please confirm.	the clause stands deleted
25	Annexure-A: 1. List of services in which backend needs to be developed with required workflow	Sr. No. 7) 113 E-receipt	Please specify functional requirement of the envisaged module.	To be developed by selected bidder after on boarding post SRS.
26	Annexure-A: 1. List of services in which backend needs to be developed with required workflow	Sr. No. 11) eBit/e beat mobile application	Please specify functional requirement of the envisaged module.	To be developed by selected bidder after on boarding post SRS
27	Page no.9 Point no 4	The bidder should have CMMi level 3 or above certification	We request you to change the Pre-Qualification criteria mentioned as below CMMI level 3 or ISO 9001 Certification	As per RFP

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28	Page no 7 Point no.6 & 7	Bidders shall submit Bid processing fees of Rs. 11,800 in the form of Demand Draft & Bidders shall submit Bid security/EMD of Rs. 15,00,000 in the form of Demand Draft	Request for Exemption for Bid Fee & EMD, The bidders who are registered under MSME- Micro, small, medium scale enterprises or NSIC- National Small Industries Corporation Limited according to the Government of India Rules. <b>Please check the link below for such rules- Rule 2017 given in <a href="http://msme.gov.in/sites/default/files/Sch-vol1-151214.pdf-sri.pdf">http://msme.gov.in/sites/default/files/Sch-vol1-151214.pdf-sri.pdf</a></b>	No change. As per RFP.
29	Pre -Qualification Criteria of Tenderer / Point Number "4" & Page No 9	Bidder Should have CMMI level 3 or above certification	1. Please allow ISO Certificate	See the Corrigendum.
30	Pre -Qualification Criteria of Tenderer / Point Number "2" & Page No 8	The firm/company should have an average annual turnover of at least Rs. 10 Crore and out of which 2 Crore from the Mobile Application Development business in the last 3 financial years (2014-15, 2015-16, 2016- 17 in case of Jan-Dec or 2015-16, 2016-17, 2017-18 in case of 31st March cycle) financial year) as revealed by audited accounts.	<ul style="list-style-type: none"> <li>• We request you to change the criteria from 10 Crore to 1 Crore as our company is a start-up company in IT industry and even now our government is also supporting to small and medium scale enterprise, hence our request is to change the criteria.</li> <li>• Hence, we request you to consider our work experience rather than the years of experience in industry. We are expertise in development of mobile application and we have worked with many of the government department in different state and we have provided this type of solutions</li> </ul>	See the Corrigendum.
31	Clause 2.2. Prequalification Criteria & Page No 8	Bidders should have experience in development of Web Portal & Mobile Apps and should have executed at least 3	We request you to clarify whether separate web and mobile application projects can be	The requirement asked is for single project consisting of both mobile and Web

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		projects of each Web portal & Mobile App developed for public/private sector organizations	highlighted or should projects with both web and mobile application are required.	
32	Clause 2.22 Criteria for Technical Evaluation & Page No 14	CMMI or ISO certificate – 3 points CMMI or ISO certificate – 5 points	Both statements are same. We would request you to revise it and add “and” to the 5 marks point, so that it reads as: CMMI or ISO certificate – 3 points CMMI and ISO certificate – 5 points	As per reply of query no. 7.
33	Clause 2.22 Criteria for Technical Evaluation & Page No 15	Demonstration of Web portal and Mobile App (Bidder may randomly select any two service from portal list and one service from mobile app list and demonstrate the same)	Please provide personnel details who can be contacted for services to be developed both in Web & Mobile app for demonstration	Clause revised as: Demonstration of Web portal and Mobile App (Bidder may randomly select any two service from portal list and one service from mobile app list and demonstrate the same or may demonstrate the system developed at any other location with similar requirement)
34	Clause 3.8.2.4 & Page No 22	Training of personnel of the HD in terms of hours/subjects will be without any additional cost.	Please let us know about any estimate for duration and number of trainings to be done? Other than trainer, do we have any other responsibility during training? Please clarify whether training will be conducted by the development or O & M resources.	Please refer page 39, section Training additionally the bidder shall also provide self-training module and user manual.
35	Clause 4.3 Scope of work Page 31	The services should have facility of eAuthentication using Aadhaar.	Please explain whether login is to be done with Aadhaar or account approval is to be done by Aadhaar card service.	Clause Revised as: The services should have facility of ekyc using Aadhaar for profile creation.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
36	Clause 4.3 Scope of work Page 31	Biometric/fingerprint/QR Code Authentication shall be made available for mobile application	Please explain whether Biometric/Fingerprint authentication is to be done on the mobile screen or to be done with some external fingerprint devices?	Biometric/Fingerprint authentication is to be done on the mobile screen.
37	Clause 4.3 Scope of work Page 31	All the services should be Geo references enabled services	Please elaborate on how the geo-reference data is to be used in the newly created portal? There is no reference for any map view in the portal.	As per reply of query no. 17.
38	Clause 4.3 Scope of work Page 31	For complaint of the user, bidder has to develop one complain redressal module	Please provide more clarification on points like <ul style="list-style-type: none"> <li>• Escalation</li> <li>• Notification process</li> </ul>	As per reply of query no. 16.
39	Clause 4.3 Scope of work Page 31	However the services which backend is not available in eGujCop bidder has to develop the end to end backup for the same.	Please clarify whether this development is to be done in eGujCop system and then interface has to be created from the new created portal	The backend system is to be developed in this module and required integration needs to be done with eGujCop. The bidder shall also be responsible for developing necessary API for eGujCop too.
40	Clause 4.3 Scope of work Page 31	All these features should also be integrated with Digital Gujarat CSP so that it is user friendly to the citizens and enable single sign-on	eGujCop & Digital Gujarat CSP will expose the authorization API but please clarify whether the newly developed portal needs to store the login credential and audit trail?	The requirement for integration with Digital Gujarat CSP is no more required and hence all the login credentials and audit trail has to be maintained in this system
41	Clause 4.3 Scope of work Page 37	The portal and mobile app should have configurable front end.	Please elaborate more in terms of configurable	Clause revised as: The portal and mobile app should have customizable front end for end user

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
42	Scope of Work	General Query	Do you have any preference for CMS or technology to be used for web portal?	Bidder may propose.
43	Clause 4.6 Deployment, Page 40	The entire team has to be deployed at 100% on client site by service provider. Bidder has to deploy same resources in O&M phase who have worked in development phase	This clause is very difficult to fulfill as private employees may not stay at one organization for a long time. Hence, we request you to elaborate on the resource replacement policy.	As per reply of query no. 22.
44	Clause 7.8 Page No. 52	Project team with CV of Staff	Please mention the CVs to be provided along with the roles envisaged.	Clause revised as : Provide CV of the Staff as per Page 39 Team structure
45	Clause 2.12 EMD Page 11	EMD of 15 lakhs	We are a MSME registered organization. We would request you to exempt the EMD amount as per MSME guidelines under the Public Procurement Policy, Govt. of India	No change. As per RFP.
46	Page -38	Bidder is required to propose the required compute power, storage and other requirement to host the solution at Primary Site and DR Site. The necessary compute infrastructure will be provided by Govt. of Gujarat.	We understand that SDC will provide the entire infrastructure for the proposed solution, and bidder needs to only provide OS & applications along with compute (CPU, Mem, HDD, Networks) requirement for solution. Please confirm the understanding.	As per reply of query no. 20.
47	General	General	We understand that GIL has existing set of AD, DNS, LDAP, Email Server, NMS Server, NTP server, Antivirus solution, Patch server, backup server, Backup device, etc. which will be leveraged for the proposed solution. Please confirm.	yes
48	General	General	We understand that Internet Link and Replication link will be provided by SDC for the proposed solution and bidder needs to	yes

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			only provide the sizing which is required for solution. Please confirm.	
49	General	General	Availability & Uptime requirement of the solution is not mentioned in RFP. Please provide the same.	<p>Downtime required for maintenance, new initiatives undertaken by TSP or for Performance enhancement measures shall not be considered while calculating product availability. All major maintenance shall be carried out in a planned manner after announcing it across the platform.</p> <p>&gt;= 99.7% No Penalty  Between 99.7% to 98% A penalty of 1% of Quarterly invoice  Between 98% to 96% A penalty of 2% of Quarterly invoice  Between 96% to 92% A penalty of 4% of Quarterly invoice  Below 92% For Each 1% down an additional penalty of 2% of Quarterly invoice over and above will be levied.  "For e.g. if actual uptime is 90% then total penalty will be calculated as –  92% - 90 % = 2%  For 2% ---&gt; additional 2% quarterly invoice = 4% quarterly  This 4% penalty + invoice  4% penalty for being below 92% which amounts to total 8%.</p>

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				Similarly, for up time – 85% Penalty will be (92% - 85% = 7%) 14% penalty + 4 = 18% from quarterly invoice value and so on.
50	General	General	We understand that required HA & Redundancy will be provided by SDC on Infrastructure level for all components like server, network, storage, etc.	This will be taken care by the cloud infrastructure of SDC
51	Below reports list is submitted by Cloud Implementation Team, DCO will provide the following reports for VM of Cloud	Details of Patch, updates implementation status of same	Please let us know the exact role of bidder in Patch Management, since patch management server is with SDC.	The bidder will have to provide necessary support at application level including S/w, DB, etc. procured by bidder, which includes (but not limited to) applying necessary patches from time to time on test server, testing patches to make sure that the application is running smoothly and modify code as part of O & M if there is any such need because of patches. The patch needs to be applied to production instance after due diligence.
52	Following facilities shall be provided by selected bidder:	Patch Management will be done by Selected Bidder with the help of current DCO		
53	General	General	Please specify what is the current RTO and RPO between RTO & RPO	As per reply of query no. 20.
54	General	General	We understand that OS installation & OS Management will be provided by SDC and bidder will only plan for required OS licenses required for solution. Please confirm the understanding.	the Tenderer will only provide the compute. The OS procurement (with necessary licenses), installation and all related activity will be in the scope of bidder. The same will be for DB and other software's as well.

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55	General	General	We understand that bidder need to provide only the backup policies and entire configuration and management of backup will be done by SDC like monitoring, reporting, restoring, etc. Please confirm the understanding.	The activities related to Application needs to be done by selected bidder.
56	General		As per our understanding there is no requirement mentioned for IT Helpdesk and IT Monitoring. Kindly confirm.	The bidder shall provide 2 resources for handling the helpdesk functionality. The helpdesk tool shall be made available by the Home Department. IT monitoring is expected to be done by O&M team
57	General		If there is any scope for IT Helpdesk and IT Monitoring. Kindly define the scope for both.	As per reply of query no. 56.
58	Pre -Qualification Criteria of Tenderer / Point Number "4" Page No. 9	Bidder Should have CMMI level 3 or above certification	Please allow ISO Certificate	As per reply of query no. 27.
59	Pre -Qualification Criteria of Tenderer / Point Number "2" Page No. 8	The firm/company should have an average annual turnover of at least Rs. 10 Crore and out of which 2 Crore from the Mobile Application Development business in the last 3 financial years (2014-15, 2015-16, 2016-17 in case of Jan-Dec or 2015-16, 2016-17, 2017-18 in case of 31st March cycle) financial year) as revealed by audited accounts.	<ul style="list-style-type: none"> <li>We request you to change the criteria from 10 Crore to 2 Crore as our company is a start-up company in IT industry and even now our government is also supporting to small and medium scale enterprise, hence our request is to change the criteria.</li> <li>Pls Allow below 1 Crore Mobile Application Development Business</li> </ul>	As per reply of query no. 2.
60	IFMS Integration Page No 31	Integration with IFMS for payment integration	Will they provide the API ? And API will be in which format ?	The bidder needs to develop the required API for the integration at



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				both the ends. Home Department will facilitate the required co-ordination.
61	Digilocker Integration Page No 31	Integration with Digilocker to store citizen documents/certificates	Will they provide the API ? And API will be in which format ?	Requirement of Integration with Digilocker to store citizen documents/certificates is currently removed from the scope. However, for API As per reply of query no. 13.
62	Mobile App Platform for Windows Page No 36	Mobile app must be compatible and accessible on major Mobile platforms (iOS, Android & Windows) and devices.	Is the bidder required to develop app for windows platform too?	Clause Reworded as: Mobile app must be compatible and accessible on major Mobile platforms (iOS & Android) and devices.
63	User authentication mechanism with existing system Page No 36	For Mobile App, the solution should use authentication mechanism that is integrated with the existing systems' authentication services (web portal, CSP and eGujCop Portal). Mobile users must use the same user name and password they currently use for the same Web version (eGujCop Portal) of the services.	Egucop will share the existing users through API?	Yes. However, for API As per reply of query no. 13.
64	Page No 39	For continuous development or any changes in mobile app and web portal and for technical support of hardware/software, mobile app, web interface including applying patching, OS updation, antivirus updation, DB Management, O & M team of 5 developers with minimum 3 to 4 years of experience in development of similar application including Project Manager with minimum	Pls Allow our development team to work or give technical support from our premises.	As per reply of query no. 21.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		5 to 7 years of experience in Government Domain will be provided.		
65	2.2. Pre-qualification Criteria, Page No. 08	<p><b>Sales Turnover:</b> The firm/company should have an average annual turnover of at least Rs. 10 Crore and out of which 2 Crore from the Mobile Application Development business in the last 3 financial years (2014-15, 2015-16, 2016- 17 in case of Jan-Dec or 2015-16, 2016-17, 2017-18 in case of 31st March cycle) financial year) as revealed by audited accounts.</p>	<p>1. We request you to kindly change the criteria as mentioned below: <b>"The firm/company should have an average annual turnover of at least Rs. 50 Crore and Bidder has developed or in-process of developing the similar nature of service oriented mobile application for any Government, Semi Government / PSU in India in last 3 Years"</b>. This will allow only those bidder who have relevant experience and who are familiar with the nature of work department is expecting.</p>	As per reply of query no. 02.
66	2.2. Pre-qualification Criteria, Page No. 08 & 09	Bidders should have experience in development of Web Portal & Mobile Apps and should have executed at least 3 projects of each Web portal & Mobile App development for public / private sector organizations	As the tender and requirement is all about developing the G2C Web Portal and Mobile Application thus we request you to change the criteria mentioned as below: <b>"Bidders should have experience in development of Web Portal and/or Mobile Apps and should have executed at least THREE such solutions that offers G2C services"</b>	As per reply of query no. 31.
67	2.22. Methodology & Criteria for Technical, Commercial and final evaluation, Page No. 15	2.22.2 The bidder will have to give presentation on the following points as a part of the Technical evaluation >> Demonstration of Web portal and Mobile App	1. We assume that bidder can show the complete offline clickable prototype where there will be no Integration with Database & External Application is required. Please confirm.	Bidder may create a dummy DB or App reference for the demo purpose

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
68	2.22. Methodology & Criteria for Technical, Commercial and final evaluation, Page No. 15	The bidder has to submit on-going development & maintenance team structure with the role and responsibility description, as part of the bidder technical bid document.	1. What is the purpose of providing " <b>On-Going Development Maintenance Team Structure</b> "? 2. We assume that bidder can provide the Generic Maintenance Team Structure looking at the scope defined in the tender. Please confirm	Clause revised as : The bidder has to submit proposed development & maintenance team structure with the role and responsibility description, as part of the bidder technical bid document.
69	3.7. Inspection/Testing, Page No.20	3.7.1.2. As per Govt. Of Gujarat circular dated 10th March 2006, the applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by HOME DEPARTMENT at the cost of SP. The SP must include testing cost in their financial bid.	1. We request you to kindly remove the Testing and EQDC from the scope as there will be no cost provided by the EQDC prior to the commercial Submission and it is very risky for bidder to quote the amount without having any idea. 2. If other agency will be selected by the Home Department then we request you that all charges should be borne by the Department only as without knowing the agency in advance, it will be very difficult for bidder to quote the pricing. This pricing may be misleading too.	As per reply of query no. 08.
70	3.7.2 Application Security Audit Page No.21	3.7.2.1. In addition to inspection & testing, the SP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SP and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors. AND3.7.2.6. The cost of Security Audit will be paid by department as on actual	1. Here mentioned both the statements are contradicting with each other. In statement 3.7.2.1 it is mentioned that SP will borne the cost for Security Audit and in Statement 3.7.2.6 it is mentioned that Department will borne the Cost for Security Audit. Kindly provide the clarity on this.2. Incase if vendor need to bear the cost for Security Audit then kindly share the total number of security	As per reply of query no. 11.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		separately. It should not be included in Financial Bid of this RFP.	audit is required before development and during maintenance (O&M) period.	
71	3.8. Change Request Orders, Page No. 22	During the development and operation and maintenance phase, any change in scope of work, or in design and development of modules or Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document	1. This is a Risk for all the bidders if Department has asked to change the existing module / feature & functionality which may have a significant impact on efforts. That is why we request you to remove this clause from the scope.	As per reply of query no. 11.
72	3.8. Change Request Orders, Page No. 22	3.8.2.5. Any change request during the operation and maintenance period will not be considered. However, the bidder has to deploy 5 developers for continuous development onsite having at least 3 to 4 years of experience for any changes in the application. Software Developers must have full time degree of MCA / M.Tech / B.Tech / BE or equivalent and should have expertise in Application development and troubleshooting application	1. Kindly share the exact skill set and type of resources to be deployed on site. 2. Kindly share the location where the resources need to be deployed. 3. We assume that required Space, Electricity, Infrastructure, Internet Connectivity etc. will be provided by the GIL / Home Department. Please confirm 4. What will be the duration for onsite deployment? Will it be same a O&M (i.e. 7 years)?	1. Should be expert of the Programming tool/language proposed by the bidder 2. Gandhinagar, SCRB. 3. Yes 4. Yes

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
73	3.24. Proposed timelines for Implementation from the date of issuance of work orderPage No.25 - 27	A Penalty of 0.5% of respective milestone of Software Application per week delay subject to maximum 5% of milestone cost till 2 weeks' delay. However, no payment for the manpower not deployed on time plus penalty will be there. 5% capping will change to 10% capping in next 3 weeks' delay. After 5 weeks' delay, penalties capping wil increase to 15% for next 4weeks. Then contract can be terminated.	1. 15% Capping is on very higher side looking at the scope of work and timeline. We request you to kindly allow the maximum cap of 10% for overall project execution.	<p>1. Contract signing authority will be authorized to terminate the contract. i.e. In this case Home Department or SCRB if Home Department authorizes SCRB to sign the contract.</p> <p>2.</p> <ol style="list-style-type: none"> <li>1. A penalty of 0.5% of respective milestone per week delay for 2 weeks' delay.</li> <li>2. A Penalty of 1% of respective milestone per week delay for next 3-week delay.</li> <li>3. A Penalty of 1.5% of respective milestone per week delay with max cap of 15% per milestone.</li> <li>4. Any further delay could be sufficient ground for contract termination. As per RFP for delay beyond 4 weeks, department can terminate or if department thinks that termination is not an option then can continue. Penalty cap remains same.</li> </ol> <p>"Payment to the agency shall start only after deployment of all the resources. It shall be considered the actual start of operations.</p> <p>Delay in deployment of initial resources for more than 30 days shall be considered non-performance of</p>

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
				contract and may lead to termination of contract with forfeiture of PBG if the contract signing authority deems fit."

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
74	4.4. Design, Develop, Deploy, Implementation and Training and Web Portal and Mobile App with integration / development of necessary backend Page No. 30	<p><b>Design, Development, Integration &amp; Implementation of Web portal for citizen centric application:</b></p> <p>Carry out a Study to prepare eForms and required integration. Suggest the area where the re-engineering is required. Integrate with backend application. i.e. eGujCop. Develop the end to end backend process which is not available in eGujCop application.</p>	<p>1. We assume that 'egujcop' is already having Front-End web portal available for the citizen then what the purpose of developing separate Web Portal?</p> <p>2. What is the purpose of Integrating Web Portal with eGujcop?</p> <p>3. What exact data to be transferred / exchanged from New Web Portal to 'egujcop'?</p> <p>4. We assume that required Web Services / API will be provided by the Home Department / GIL for Integration. Please confirm</p> <p>5. We assume that all modules are already available in 'egujcop' for which new Web Portal will be developed and vendor need not to enhance or re-modify the existing 'egujcop' platform. Please confirm</p> <p>6. We assume that development, Integration of e-forms only needs to be developed in new web portal only and development of same or any mechanism in Gujcop Front-End or Backend is not required. Please confirm.</p>	<p>1. The front end web portal will be discontinued from eGujCop after go-live.</p> <p>2. The eGujCop is the backend application of internal functions of the Home Department.</p> <p>3. All the services mentioned in the Scope of Work.</p> <p>4. Please refer reply of query No 13.</p> <p>5 &amp; 6. It is already mentioned of the scope that which services backend needs to develop, web portal needs to develop and mobile app needs to develop.</p> <p>The services for which backend need to develop, selected bidder has to develop end to end functionalities from online submission of form to deliver result. The services which are mentioned in web portal the selected bidder has to develop a web interface (eform) and needs to integrate with eGujCop for data push and pull. Same will be happen for Mobile App.</p>

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
75	4.4. Design, Develop, Deploy, Implementation and Training and Web Portal and Mobile App with integration / development of necessary backendPage No. 30	<b>Design, Development, Integration &amp; Implementation of Unified Mobile Application:</b> Carry out a Study to prepare eForms and required integration. Suggest the area where the re-engineering is required.	1. We assume that proposed mobile application is only integrated with the new Web Portal only. Please confirm2. If above is not the case then kindly share the list of external applications to be integrated with the mobile application along with the exact data to be shared between mobile application and external application(s).	As per Annexure A
76	4.4. Design, Develop, Deploy, Implementation and Training and Web Portal and Mobile App with integration / development of necessary backend Page No. 30	<b>Integration with other application:</b> Web portal must be integrate with ATVT application, CSP, IFMS, eGujCop etc.,	1. Exactly how many external systems need to be integrated with the new web portal? 2. Kindly share the exact data to be exchanged with the each of the application(s). 3. We assume that required API/web services, Functional provision for exchanging the data (in Backend & Database) is already available and will be provided to the vendor (Ready to use). Please confirm	1. Integration touch points will be as per RFP. 2. The data format will be provided to selected bidder. 3. As per reply of query no. 60.



S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
77	4.4. Design, Develop, Deploy, Implementation and Training and Web Portal and Mobile App with integration / development of necessary backendPage No. 30	<b>1. Design, Development, Integration &amp; Implementation of Web portal for citizen centric application:</b> Citizen Login, Citizen Profile + Creation/ Updation of new Profile, Digital Locker Aadhaar services, Payment Gateway, eWallet. All these feature should also be integrated with Digital Gujarat CSP so that it is user friendly to the citizens and enable single sign-on.	1. Do you want to develop the Digital Locker. eWallet for new Portal? Or department wants to integrate the CSP Portal for making this services available? Please confirm2. We assume that if any user will create / update the profile in New Web Portal then it will also be updated in the Gujarat CSP Portal. Please confirm.3. We assume that required API for integration with Digital Gujarat CSP Portal is made available to the vendor. Please confirm	1. No2 & 3. No, Gujarat CSP is not in scope of the RFP any more
78	4.4. Design, Develop, Deploy, Implementation and Training and Web Portal and Mobile App with integration / development of necessary backend Page No. 31	<b>1. Design, Development, Integration &amp; Implementation of Web portal for citizen centric application:</b> Integrate with the eGujCop Portal for G2G and G2C services and Common Services Portal for G2C Services. The list of services given in Annexure A of RFP. <b>However the services which backend is not available in eGujCop bidder has to develop the end to end backup for the same.</b> The prescribed form of the services is attached at Annexure B.	1. We assume that vendor will develop the backend in the new web portal only for those services mentioned at Annexure B. Please confirm 2. Development of Backend in the 'egujcop' is not required. Please confirm 3. Kindly share the intended workflow to be developed for the services developed from the scratch. 4. We assume that for the services backend is ready in 'egujcop' all workflow will be maintained there only. New Web Portal will be developed only to PUSH and PULL the information. Please confirm	Annexure B only consists form/format. The details of backend availability/development required is mentioned in Annexure A. Further, the pull/push mechanism is to be done only for already available backend.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
79	4.4. Design, Develop, Deploy, Implementation and Training and Web Portal and Mobile App with integration / development of necessary backendPage No. 31	<b>1. Design, Development, Integration &amp; Implementation of Web portal for citizen centric application:</b> The APIs/Web Services shall be hosted on the web server which is making available by DST out of cloud infrastructure and other purchases will be available by department on need basis. The bill of material of the required infrastructure for web portal as well as Mobile App should be submitted as a part of Technical Bid Document.	1. We assume that during the complete development and implementation of the solution, complete Hosting Infrastructure (DC, DR, Application & OS Licenses etc.) will be provided by the GIL/DST/Home Department. Please confirm.	As per reply of query no. 46.
80	4.4. Design, Develop, Deploy, Implementation and Training and Web Portal and Mobile App with integration / development of necessary backend Page No. 31	<b>1. Design, Development, Integration &amp; Implementation of Web portal for citizen centric application:</b> For complaint of the user, bidder has to develop one complain redressal module	1. Kindly share the below details for the Complain Redressal Module: 1.1. List of Modules with detailed description 1.2. List of Features & Functionality 1.3. Intended Workflow from Complain Registration to Resolution 1.4. Number & Type of users with their Roles & Responsibility	All details for point no. 1.1 & 1.2 are attached at Annexure A. For point no. 1.3 and 1.4: This details are variable and would be change in the future. Hence functionality will have to be developed by SI company in consultation with SCRB at the time of development.
81	4.4. Design, Develop, Deploy, Implementation and Training and Web Portal and Mobile App with integration / development of necessary backendPage No. 31	<b>1. Design, Development, Integration &amp; Implementation of Web portal for citizen centric application:</b> All the services should be Geo references enabled services	1. Does this means that certain services are only available in certain Cities?2. If above is the case then kindly share the City wise list of services to be made available to citizen3. If our understanding is wrong as per Point#1 then kindly provide the clarity on what department / GIL is referring to " <b>Geo Reference Services</b> ".	For 1 & 2: there is a possibility that certain services needs to be deployed only in specified cities and disabled for the rest. The list of cities will be provided to successful bidder at the time of deployment/Go-livefor 3 : As per reply of query no. 17.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
82	4.4. Design, Develop, Deploy, Implementation and Training and Web Portal and Mobile App with integration / development of necessary backend Page No. 33	<b>Incorporate analytics/Dash board into web portal, to track and identify users experience and actions:</b> Integration with Digital Locker AND <b>Design, Development, Integration &amp; Implementation of Web portal for citizen centric application:</b> Citizen Login, Citizen Profile + Creation/ Updation of new Profile, Digital Locker Aadhaar services, Payment Gateway, eWallet. All these feature should also be integrated with Digital Gujarat CSP so that it is user friendly to the citizens and enable single sign-on	1. Here mentioned both the statements are contradicting with each other. At one instance it is mentioned that proposed web portal needs to be integrated with the Digital Locker and at another instance it is mentioned that Digital Locker needs to be developed. Kindly correct the statement and provide the clarity.	Digital Locker and Digital Gujarat CSP Integration are removed from the Scope of the RFP
83	4.5. Design, Development , Integration & Implementation of Unified Mobile Application Page No. 33	Integrate with the web portal of Home Department (user profile and registration, authentication, application processing, <b>push notifications</b> , etc.).	1. If the complete solution to be hosted at SDC or NIC premises in that case PUSH Notification in Mobile Application wont be possible to develop due to Firewall Policy of the SDC / NIC. That's why we request you to remove the PUSH Notification from scope.	the SDC/NIC Firewall policy shall be taken care by dept.
84	4.5. Design, Development , Integration & Implementation of Unified Mobile Application Page No. 33	Dashboard for officers (Module wise, Services wise, Location wise, application received, transaction done and status of the application	1. Do you want to develop the mobile application for Backend users also? 2. If not then kindly remove this statement from the scope.	This is for role based access.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
85	4.6. Reference Architecture and features Page No. 36	<b>Features of the Web portal and Mobile Applications:</b> Should integrate with Cyber Treasury Portal for Online Payments	1. We assume that Department / GIL will provide the mobile compatible 'Cyber Treasury' API for integration. Please confirm. 2. If above is not the case then kindly remove this functionality from mobile application scope.	The bidder needs to develop the required API for the integration at both the ends. Home Department will facilitate the required co-ordination.
86	4.6. Reference Architecture and features Page No. 36	<b>Features of the Web portal and Mobile Applications:</b> Should have Modular build with dynamic forms	1. We assume that Dynamic Forms will only be required for Web Portal. In Mobile Application for every new form user need to update the mobile application from Store. Please confirm	Yes
87	4.6. Reference Architecture and features Page No. 36	<b>Features of the Web portal and Mobile Applications:</b> Should provide multilingual support and User interface should be available in English & Gujarati	1. We assume that only static text and labels needs to be translated into the English & Gujarati. User Input texts are only in English. Please confirm	yes
88	4.6. Reference Architecture and features Page No. 36	<b>Features of the Web portal and Mobile Applications:</b> Auto read OTP	1. Auto Read OTP is only possible in Android OS hence we request you to kindly restrict this functionality for Android OS only.	Clause revised as: Auto read OTP on Android devices
89	4.6. Reference Architecture and features Page No. 36	<b>Features of the Web portal and Mobile Applications:</b> The design of Mobile Application should be hybrid, it should be Native for frontend (Framework, CSS, App structure, etc.) and it should use back-end work flow of eGujCop Portal for transactions purposes.	1. How come Design of the mobile application become hybrid for Native Application? Kindly clarify	Clause revised as: The design of Mobile App should be Native
90	4.6. Reference Architecture and features Page No. 36	<b>Features of the Web portal and Mobile Applications:</b> Existing Helpdesk facility of eGujCop/Call	1. We assume that helpdesk facility is not part of Vendor's Scope. Vendor only require to train the existing Helpdesk team only. Please confirm	As per reply of query no. 56.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		Center shall be used for providing support to the Citizens	2. If above is not the case then kindly share the below details: 2.1. What is the scope for Helpdesk? 2.2. How many personnel needs to be deployed for helpdesk? 2.3. We assume that client will provide the office space, telephone line and required infrastructure for the helpdesk. Please confirm	
91	4.6. Reference Architecture and featuresPage No. 37	<b>Features of the Web portal and Mobile Applications:</b> Supports 24/7 availability with high availability hardware platform	1. If complete hosting infrastructure will be provided by the DST then how come support of 24/7 is in the vendor's scope? Kindly clarify.	Clause revised as : Supports 24/7 availability with high availability of application
92	4.6. Reference Architecture and features Page No. 37	<b>Features of the Web portal and Mobile Applications:</b> Mobile platform access – either application support the mobile platform or html 5 standard AND Bidders are expected to develop a Native App	1. The two statements mentioned here are contradicts with each other. If Mobile Platform is accessible using HTML5 which means bidder can propose hybrid application whereas another statement is "Bidders are expected to develop a Native App". Kindly correct any of the statement.	As per reply of query no. 89

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
93	4.6. Reference Architecture and features Page No. 38	<p><b>The scope of services to be offered by bidder is detailed below:</b>  Department will provide required Hardware and Infrastructure as a part of SDC Cloud in consultation with Department of Science and Technology. All system software i.e. database, OS should be provided separately.  AND  The necessary compute infrastructure will be provided by Govt. of Gujarat. The DR shall be 25% of DC in terms of resource capacity (sizing). It shall be active-passive and passive active setup. The DR location will be any other place other than Gujarat. The DR environment will be also cloud environment.</p>	<p>1. Kindly provide the clarity regarding Hosting Infrastructure. Whether vendor need to procure or department will provide it to vendor.  2. If vendor need to procure then kindly share the below details:  2.1. Total Number of Users  2.2. Total Concurrent users (Front-End and Backend)  2.3. Total Number of Attachments (Maximum) per application  2.4. Location where the Servers going to be hosted.  2.5. Number of Request per day (Average Count will suffice requirement)  2.6. Current Statistics of 'egujcop' regarding number of application request received per day</p>	As per reply of query no. 46.
94	4.6. Reference Architecture and features Page No. 38	<p><b>The scope of services to be offered by bidder is detailed below:</b> Bidder is required to propose the required compute power, storage and other requirement to host the IWDMS 2.0 application at Primary Site and DR Site Separately. The payment for DR Site will be applicable only once DR Site will be ready and operational. The necessary compute infrastructure will be provided by Govt. of Gujarat</p>	<p>1. What is the purpose for providing hosting infrastructure for IWDMS? Is there any involvement of IWDMS within the this RFP. Kindly provide the clarity</p>	As per reply of query no. 20.
95	Annexure A: List of Services for Web	<p><b>2. List of Services needs to be developed in Web portal</b></p>	<p>1. We assume that only application need to be submitted from the proposed web portal and providing actual video conferencing</p>	<p>This is for workflow of appointment/booking of visits and not the actual VC facility</p>

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
	portal and Mobile App Page No. 58	Jail Inmates Visit Application Network (Video Confercing)	from Portal is not part of scope. Please confirm	
96	Annexure A: List of Services for Web portal and Mobile App Page No. 58	<b>2. List of Services needs to be developed in Web portal</b>	1. We assume that in " <b>Backend available</b> " column wherever it is mentioned as " <b>Yes</b> " which means the backend module along with the workflow is already available in 'egujcop' and vendor only need to develop the interfaces for citizen to for submitting the application online. Please confirm 2. Wherever in the " <b>Backend available</b> " column it is mentioned as " <b>No</b> " which means backend, Front-End and Workflow will be developed by the vendor only. Please confirm	yes
97	3.24. Proposed timelines for Implementation from the date of issuance of work orderPage No. 25	<b>Web Portal Development:</b> A Penalty of 0.5% of respective milestone of Software Application per week delay subject to maximum 5% of milestone cost till 2 weeks' delay. However, no payment for the manpower not deployed on time plus penalty will be there. <b>Mobile App Development:</b> A Penalty of 0.5% of respective milestone of Software Application per week delay subject to maximum 5% of milestone cost till 2 weeks' delay. However, no payment for the manpower not deployed on time plus penalty will be there.	1. We suggest a little change in the project execution model, based on the industry standard practices, achieving smoother development operations and cost effectiveness aspects, by allowing offsite development at vendor's premises. However, resources can be deployed onsite during O & M phase.	As per reply of query no. 21.
98	4.4. Design, Develop, Deploy, Implementation and	<b>1. Design, Development, Integration &amp; Implementation of Web portal for citizen centric application:</b>	1. Who will provide the ready to use web services / API for integration? If vendor need to develop the web services, then there will	The necessary API has to developed by bidder for both the ends.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
	Training and Web Portal and Mobile App with integration / development of necessary backend Page No. 30	Carry out a Study to prepare eForms and required integration. Suggest the area where the re-engineering is required. <b>Integrate with backend application. i.e. eGujCop.</b>	be dependencies on the existing vendor for access & knowledge sharing and consequently may result in delays. To avoid this we request you to kindly supply ready to use API / Web Services with vendor for Integration.	
99	4.6. Reference Architecture and features Page No. 40	The entire team has to be deployed at 100% on client site by service provider. Bidder has to deploy same resources in O & M phase who have worked in development phase.	1. Kindly remove this clause looking at practical aspects, as it is very difficult to deploy same resources of development during O&M for 7 Years. Kindly keep the criteria mentioned as below: " <b>Bidder has to deploy the 5 Developers having 4-5 Years of experience and 1 Project Manager having 5+ Years of Experience onsite during the O&amp;M Period. In case if any resource will be left then vendor need to find the suitable replacement within 30 Days</b> ".	As per reply of query no. 22.
100	Page No 32	"Performance Testing, Security Testing & Usability Testing certification from recognized authority."	Do the client has any preferred list of recognized authorities to which vendor has to approach?	clause to be removed as covered under EQDC Testing and Security Audit.
101	Page No 38	Bidder is required to propose the required compute power, storage and other requirement to host the IWDMS 2.0 application at Primary Site and DR Site Separately. The payment for DR Site will be applicable only once DR Site will be ready and operational. The necessary compute infrastructure will be provided by Govt. of Gujarat.	Need more clarity	As per reply of query no. 20.



S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
102	Page No 57	Jail Inmates Visit Application Network (Video Conferencing ) Prison Module	Is this already part of the current eGujCop application? Or the video conferencing needs to be developed from scratch?	As per reply of query no. 95.
103	Page No 32	Deliver and provide handover for the source code and any additional software components that are developed to fulfill the project requirements	There are around 105 services that needs to be addressed in which few of them has already have the backend into the eGujPol & needs to be integrated. And Few of them needs to be developed from scratch. However, from Mobile app perspective, there are around 46 services that needs to be delivered.	yes
104	2.2 PQ, Page No. 8 (Point 3)	Bidders should have experience in development of Web Portal & Mobile Apps and should have executed at least 3 projects of each Web portal & Mobile App	we request you to allow for separate experience in development of web portal and separate experience in mobile app development	As per reply of query no. 31.
105	Page 14, Marking, S. No 3	CMMI or ISO certificate – 3pointsCMMI or ISO certificate – 5points	Both the points are same, kindly clarify	As per reply of query no. 7.
106	Page 14, Marking, S. No 2. last point	Experience in Development of Portals & Mobile App for Citizen Centric Services using dynamic forms/ eForms	We request to add citizen centric / User centric / consumer centric portal & Mobile App	No Change. as per RFP
107	3.8.1 Page No 22	During the development and operation and maintenance phase, any change in scope of work, or in design and development of modules or Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.	what is considered as a change request according to HOME DEPARTMENT, which is outside the scope of work and for which separate financials will be allocated?	No Change. as per RFP

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
108	3.8.2 & 3.8.2.1 Page No 22	HD may, at any time, by written order given to the SP make changes within the general scope of the Contract in any one or more of the following: Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for Home department;	It is saying, change requests with respect to Designs, specifications and requirements will be part of general scope of contract . As the terms 'designs', 'specifications' and 'requirements' could be interpreted in vast variety of ways, it is difficult for the Service provider to provision for it financially especially for a period of 7 years. so we request HOME DEPARTMENT to : 1. Please be specific about the kind of change request that can come during O&M or 2.please rewrite the clause as " <b>Any minor change in</b> Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for Home department"	No change. As per RFP.
109	3.8.2.5Page No 22	Any change request during the operation and maintenance period will notbe considered.	Then how can we go about in case the change request is quintessential for the successful run of the system. Please Explain this point.	No change. As per RFP.
110	3.14.2 Page No 23	Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the SP and HOME DEPARTMENT, shall be at no extra cost to HOME DEPARTMENT.	As the unforeseen circumstances are difficult to be foreseen in advance, we request the home departement to change the clause as" Any extra cost for the extension of time limit, if it is due to unforeseen circumstances beyond control of both the SP and HOME DEPARTMENT, shall be shared between SP and HOME DEPARTMENT."	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
111	4.4 Page No 32	Incorporate analytics/Dash board into web portal, to track and identify users experience and actions	Areas within analytics are many namely predictive analytics, prescriptive analytics, enterprise decision management, descriptive analytics, cognitive analytics, Big Data analytics, web analytics, call analytics, speech analytics, People Analytics, Digital analytics, Behavioural analytics, cloud analytics, continuous analytics ,cultural analytics, customer analytics, embedded analytics, learning analytics, News analytics, Online analytical processing, Online video analytics, semantic analytics, social analytics, user behaviour analytics, win-loss analytics etc. Please specify which area/ areas of analytics need to be incorporated into web portal?	MIS reporting using analytics in Dashboard and feedback mechanism. Type of analytics can be suggested by bidder.
112	4.5 Page No 34	Incorporate analytics into mobile app, to track and identify users experience and actions	Areas within analytics are many namely predictive analytics, prescriptive analytics, enterprise decision management, descriptive analytics, cognitive analytics, Big Data analytics, web analytics, call analytics, speech analytics, People Analytics, Digital analytics, Behavioural analytics, cloud analytics, continuous analytics ,cultural analytics, customer analytics, embedded analytics, learning analytics, News analytics, Online analytical processing, Online video analytics, semantic analytics, social analytics,	As per reply of query no. 111.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			user behaviour analytics, win-loss analytics etc. Please specify which area/ areas of analytics need to be incorporated into mobile app?	
113	4.6Page No 36	Web portal must be compatible and accessible with all major browsers.	Which are all the major browsers according to HOME DEPARTMENT? Please Specify.	The application should run on all major browsers like Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, Safari, Opera and mobile browser and it should be compatible with latest and 2 earlier version of browser and all future versions.
114	Clause 2.2. Prequalification Criteria Page 8	Bidders should have experience in development of Web Portal & Mobile Apps and should have executed at least 3 projects of each Web portal & Mobile App developed for public/private sector organizations	We request you to clarify whether separate web and mobile application projects can be highlighted or should projects with both web and mobile application are required.	As per reply of query no. 31.
115	Clause 2.22 Criteria for Technical Evaluation Page 14	CMMI or ISO certificate – 3 points CMMI or ISO certificate – 5 points	Both statements are same. We would request you to revise it and add “and” to the 5 marks point, so that it reads as: CMMI or ISO certificate – 3 points CMMI and ISO certificate – 5 points	As per reply of query no. 7.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
116	Clause 2.22 Criteria for Technical Evaluation Page 15	Demonstration of Web portal and Mobile App (Bidder may randomly select any two service from portal list and one service from mobile app list and demonstrate the same)	Please provide personnel details who can be contacted for services to be developed both in Web & Mobile app for demonstration	As per reply of query no. 33.
117	Clause 3.8.2.4 Page No. 22	Training of personnel of the HD in terms of hours/subjects will be without any additional cost.	Please let us know about any estimate for duration and number of trainings to be done? Other than trainer, do we have any other responsibility during training? Please	As per reply of query no. 34.
118	2.10. Bid Prices;page 10-11	2.10.4.6. IPR: For a bespoke development, the Department shall retain exclusive intellectual property rights to the software (including source code of customizations/ enhancements/ amendments done). The service provider is advised not to bring any software as base layer for future development as a solution. Final solution IPR will be sole and exclusive property of department, except readymade licenses, OS and DB. Service Provider will have no claim to any base layer or any other component.2.10.4.7. For Readymade framework the full IPR of the customized/developed solution for this project shall rest with the Home Dept. except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat; hence such IPR will rest in Government of Gujarat.	2.10.4.6. IPR: For a bespoke development, the Department shall retain exclusive intellectual property rights to the software (including source code of customizations/ enhancements/ amendments done). The service provider is advised not to bring any software as base layer for future development as a solution. Final solution IPR will be sole and exclusive property of department, except readymade licenses, OS and DB. Service Provider will have no claim to any base layer or any other component.2.10.4.7. For Readymade framework the full IPR of the customized/developed solution for this project shall rest with the Home Dept. except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat; hence such IPR will rest in Government of Gujarat.2.10.4.8. In case of COTS Product the state Government has	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>right to retain customization layer and should the agreement with service provider and to further develop. Therefore, Government of Gujarat will hold IPR of the customized COTS solution. The same would be applicable to copyrights. The TSP shall sign any/all the documents in this regard and will get necessary undertaking to this effect from the COTS OEM. However, all intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder's proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder,</p>	
		<p>2.10.4.8. In case of COTS Product the state Government has right to retain customization layer and should the agreement with service provider and to further develop. Therefore, Government of Gujarat will hold IPR of the customized COTS solution. The same would be applicable to copyrights. The TSP shall sign any/all the documents in this regard and will get necessary undertaking to this effect from the COTS OEM.</p>	<p>including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and Home Department/GIL 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 Home Department/GIL the right and nonexclusive, non-transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorize Home Department/GIL to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a standalone</p>	

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Home Department/GIL pre-existing IP. 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 Home Department/GIL shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software. Bidder wants to incorporate certain standard provision relation pre-existing IPR &amp; EULA.</p>	
119	2.29. Performance Security/Performance Bank Guarantee (PBG); page 17		<p>The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the receipt of notification of award Bidders' Internal: Please take finance approval</p>	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
120	2.30. Corrupt or Fraudulent Practices; page 18	2.30.5 If it is found that bidder have violated/ infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights, Department shall terminate the contract of the bidder and/or declare a firm ineligible and black listed either indefinitely or for a stated period of time.	We want the proviso to be modified as The Bidder, as per the records available it has not violated / infringed any Indian or foreign trademark, patent, registered design or other intellectual property rights.	No change. As per RFP.



S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
121	3.6. Patent Rights, Copy Right; page 20	<p>3.6.1 The Service Provider shall indemnify HOME DEPARTMENT/Gujarat Informatics Ltd against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India. 3.6.2 When the SP will develop any solution for HOME DEPARTMENT as part of project, then the IPR of that solution will be with the HOME DEPARTMENT/Gujarat Informatics Ltd. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat.</p> <p>3.6.3 Deliverables created by Bidder specifically for Govt. of Gujarat and identified as such in the relevant Scope of Work, the IPR of the same shall be the Exclusive property of Home Department/GIL, the ownership of the Portal and Mobile App and the source code will solely lie with Government of Gujarat.</p> <p>3.6.4 In the event of any claim asserted by a third party of infringement of copyright,</p>	<p>3.6.1 The Service Provider shall indemnify HOME DEPARTMENT/Gujarat Informatics Ltd against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.</p> <p>3.6.2 When the SP will develop any solution solely and exclusively for HOME DEPARTMENT as part of project, then the IPR of that solution will be with the HOME DEPARTMENT/Gujarat Informatics Ltd. However, all intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder's proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and Home Department/GIL 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 Home Department/GIL the right and nonexclusive,</p>	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		<p>patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and Home Department 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. Home Department will give notice to the Bidder of such claim, if it is made, without delay where upon Bidder shall reimburse.</p>	<p>non-transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorize Home Department/GIL to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Home Department/GIL pre-existing IP.</p> <p>3.6.3 Deliverables created by Bidder specifically and solely for Govt. of Gujarat and identified as such in the relevant Scope of Work, the IPR of the same shall be the Exclusive property of Home Department/GIL, the ownership of the Portal and Mobile App will solely lie with Government of Gujarat. All the Intellectual Property Rights (IPR) in the third party software used in providing</p>	<p>No change. As per RFP.</p>

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and Home Department/GIL shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</p> <p>3.6.4 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 in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and Home Department is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all reasonable expenses, court costs and lawyer fees. Home Department will give notice to the Bidder of such claim, if it is made, without delay where upon Bidder shall reimburse.</p> <p>Notwithstanding anything, Home Department/GIL warrants to Bidder that the software, materials, and other assistance ('Home Department/GIL materials') supplied by Home Department/GIL to Bidder for the purpose of execution of the terms of the agreement are either Home Department/GIL</p>	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>owned properties or are properties obtained by Home Department/GIL under proper intellectual property licenses. HOME DEPARTMENT/GIL further warrants that the said software, material and other information, to be provided by HOME DEPARTMENT/GIL shall not infringe the intellectual property rights, proprietary rights or any other property rights of any party. If Home Department/GIL materials supplied by HOME DEPARTMENT/GIL are found to infringe the intellectual property rights of any party, then HOME DEPARTMENT/GIL shall hold harmless and indemnified Bidder, against all claims and actions associated with such infringement, including without limitation the attorney fees spent by Bidder in defending such actions and claims, and any compensation that may be paid by Bidder to settle such claim either in satisfaction of a court decree or otherwise. This clause shall survive the termination of this agreement. The HOME DEPARTMENT/GIL will indemnify, defend 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 facilities/equipment or location of HOME DEPARTMENT/GIL by Bidder or its personnel, unless caused by the negligence of Bidder</p>	

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>personnel and the limitation of liability provided herein shall not apply to such loss, injury, claim or damages.</p> <p>Bidder wants to incorporate certain standard provision relation pre-existing IPR &amp; EULA.</p>	

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
122	3.7. Inspection/Testing; page 20	<p>3.7.1 Application : 3.7.1.1. HOME DEPARTMENT or its 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 HOME DEPARTMENT. 3.7.1.2. As per Govt. Of Gujarat circular dated 10th March 2006, the applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by HOME DEPARTMENT at the cost of SP. The SP must include testing cost in their financial bid. The different types of tests that has to be performed through EQDC/other competent agency are as mentioned below: 3.7.2 Application Security Audit: 3.7.2.1. In addition to inspection &amp; testing,</p>	<p>3.7.1 Application : 3.7.1.1. HOME DEPARTMENT or its 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 the cost to the HOME DEPARTMENT. 3.7.1.2. As per Govt. Of Gujarat circular dated 10th March 2006, the applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by HOME DEPARTMENT at the cost of SP. The SP must include testing cost in their financial bid. The different types of tests that has to be performed through EQDC/other competent agency are as mentioned below: 3.7.2 Application Security Audit: 3.7.2.1. In addition to inspection &amp; testing, the SP shall also be responsible to get</p>	NO change

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		<p>the SP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SP and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors.</p> <p>3.7.2.1.1. The SP must submit the test results to HOME DEPARTMENT.</p> <p>3.7.2.1.2. Should any inspected or tested software fail to conform to the specifications, the HOME DEPARTMENT may reject the software and the SP shall either replace/redevelop the rejected software or make alterations necessary to meet specification requirements free of cost to HOME DEPARTMENT.</p> <p>3.7.2.1.3. HOME DEPARTMENT's right to inspect, test and, where necessary, reject the software / deliverable after the software deployment at Project Site shall in no way be limited or waived by reason of the software previously been inspected, tested and passed by HOME DEPARTMENT for its representative prior to the software deployment.</p> <p>3.7.2.2. No clause in the RFP document releases the SP from any warranty or other obligations under this Contract.</p> <p>3.7.2.3. The inspection of the working of the developed software shall be carried</p>	<p>application security audited by CERT-In Empanelled application security Auditors at the cost of the Home Department/GIL and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors.</p> <p>3.7.2.1.1. The application software (if any) will be delivered/installed for acceptance to Home Department/GIL as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of Home Department/GIL. Home Department/GIL 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 SP must submit the test results to HOME DEPARTMENT.</p> <p>3.7.2.1.2. Should any inspected or tested software fail to conform to the specifications, the HOME DEPARTMENT may reject the software and the SP shall either replace/redevelop the rejected software or make alterations necessary to meet specification requirements free of cost to HOME DEPARTMENT; provided such failure</p>	<p>As per reply of query no. 08.</p>

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		<p>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 and no missing modules/sections will be allowed. The SP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of HOME DEPARTMENT, 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 HOME DEPARTMENT is satisfied with the working of the software on the, the acceptance certificate of HOME DEPARTMENT 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>3.7.2.4. Before the Application modules are taken over by HOME DEPARTMENT, the SP shall supply operation manuals. These shall be in such details as will enable</p>	<p>is solely attributable by Home Department/GIL.</p> <p>3.7.2.1.3. Defects if any, observed by Home Department/GIL, 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 immediately following the acceptance, whichever is later. Home Department/GIL will confirm acceptance in writing to Bidder.</p> <p>3.7.2.2. No clause in the RFP document releases the SP from any warranty or other obligations under this Contract.</p> <p>3.7.2.3. 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 and no missing modules/sections will be allowed. The SP shall maintain necessary logs in respect of the result of the test to HOME DEPARTMENT, the completion of the test specified. An average uptime efficiency of 99% for the duration of test period shall be</p>	<p>No change. As per RFP.</p>



S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		<p>HOME DEPARTMENT to use the software as stated in the specifications. The documentation shall be in the English/Gujarati language and in such form and numbers as stated in the contract document. Unless and otherwise agreed, the software shall not be considered to be complete for the purpose of taking over until such documentation has supplied to HOME DEPARTMENT.</p>	<p>considered . On successful completion of acceptability test and after HOME DEPARTMENT is satisfied with the working of the software on the, the acceptance certificate of HOME DEPARTMENT will be issued. The date on which such certificate is signed shall be deemed to be the date of commissioning of the software. 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 Home Department/GIL. 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.</p> <p>3.7.2.4. Before the Application modules are taken over by HOME DEPARTMENT, the SP shall supply operation manuals. These shall be in such details as will enable HOME DEPARTMENT to use the software as stated in the specifications. The documentation shall be in the English/Gujarati language and in such form and numbers as stated in the contract document. Unless and otherwise agreed, the software shall not be considered</p>	

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			to be complete for the purpose of taking over until such documentation has supplied to HOME DEPARTMENT. Bidder wishes to incorporate certain provision to acceptance testing	
123	3.8. Change Request Orders;page 22		3.8.1 During the development and operation and maintenance phase, any change in scope of work, or in design and development of modules or Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.3.8.2 HD may, at any time, by written order given to the SP make	No change

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>changes within the general scope of the Contract in any one or more of the following:3.8.2.1. Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for Home department;3.8.2.2. The place of delivery; and/or the Services to be provided by the SI. 3.8.2.3. The bidder should be responsible for changes in the web portal and mobile app with respect to user Interface and any the GR issued by govt. time to time during the contract period.3.8.2.4. Training of personnel of the HD in terms of hours/subjects will be without any additional cost.3.8.2.5. Any change request during the operation and maintenance period should not be considered. However, the bidder has to deploy 5 developers having at least 5 years of experience for any changes in the application. Software Developers must have full time degree of MCA/M.Tech/B.Tech /BE or equivalent and should have expertise in Application development and troubleshooting application.Bidders' internal: a) Kindly have back to back arrangement with OEMs.b) Pls. ensure that in case of increase in quantities, the delivery period shall accordingly be increased.</p>	

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
124	3.10. Deployment of Software; page 22	3.10.1 Service provider must deploy the solution at the place specified by HOME DEPARTMENT at the time of the contract and ensure smooth running of that solution. Service provider needs to provide all the necessary things like CD media, etc. for assuring minimum down time of the system.	3.10.1 Service provider must deploy the solution at the place specified by HOME DEPARTMENT at the time of the contract and ensure smooth running of that solution. Service provider needs to provide all the necessary things like CD media for assuring minimum down time of the system as mutually agreed by the parties.	No change. As per RFP.
125	3.13. Assignment; page 22	3.13.1 The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with HOME DEPARTMENT's prior written consent. 3.14.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by HOME DEPARTMENT in the contract document.	3.13.1 The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with HOME DEPARTMENT's prior written consent; which shall not be unreasonably withheld or denied. 3.14.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by HOME DEPARTMENT in the contract document and mutually	No change. As per RFP.
126	3.14. Delays in the supplier / service provider's Performance; page 22	3.14.2 If any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery of the Goods and performance of Services, the service provider shall promptly notify HOME DEPARTMENT in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, HOME DEPARTMENT shall evaluate the situation and may, at its discretion, extend the service provider's	agreed by the Bidder. Self-explanatory 3.14.2 If any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery of the Goods and performance of Services, the service provider shall promptly notify HOME DEPARTMENT in writing of the fact of the delay, its likely duration and its cause(s); provided such delays are solely attributable by the service provider. As soon as practicable after receipt of the service provider's notice, HOME DEPARTMENT shall	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		<p>time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the SP and HOME DEPARTMENT, shall be at no extra cost to HOME DEPARTMENT.3.14.3 Except as provided under GCC Clause 20, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of a penalty pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 21(b) without the application of the penalty.</p>	<p>evaluate the situation and may, at its discretion, extend the service provider's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the SP and HOME DEPARTMENT, shall be at no extra cost to HOME DEPARTMENT; provided such delays are solely attributable by the service provider, in all other cases it shall be to the account of the Home Department/GIL.We could not identify GCC Clause 183.14.3 Except as provided under GCC Clause 20, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of a penalty pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 21(b) without the application of the penalty.</p>	

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
127	3.15. Termination for Default;page 23	3.15.1 HOME DEPARTMENT may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:3.15.1.1. if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by HOME DEPARTMENT; or3.15.1.2. If the service provider fails to perform any other obligation(s) under the Contract.3.15.1.3. If the service provider, in the judgment of HOME DEPARTMENT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.3.15.2 For the purpose of this Clause:3.15.2.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.3.15.2.2. "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the	3.15.1 HOME DEPARTMENT may, without prejudice to any other remedy for material breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:3.15.1.1. if the service provider materially fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension to rectify such failure thereof granted by HOME DEPARTMENT, provided such failure is solely attributable by the Bidder; or3.15.1.2. 3.15.1.3. If the service provider, in the judgment of HOME DEPARTMENT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.3.15.2 For the purpose of this Clause:3.15.2.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.3.15.2.2. "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"3.15.3 If the Service	No change. As per RFP.
				No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		<p>benefits of free and open competition;"3.15.3 If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.3.15.4 If Bidder has violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights. Certificate / affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.</p>	<p>Provider fails to conform to the quality requirement laid down/third party inspection.3.15.4 If Bidder has violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights of third party. Certificate / affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights of third party.</p>	
128	3.16. Force Majeure;page 23-24	<p>3.16.3 If a force Majeure situation arises, the service provider shall promptly notify HOME DEPARTMENT in writing within 10 days of such conditions and the cause thereof.Unless otherwise directed by HOME DEPARTMENT in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.</p>	<p>3.16.3 If a force Majeure situation arises, the service provider shall promptly notify HOME DEPARTMENT in writing within 15 days of such conditions and the cause thereof.Self-explanatoryUnless otherwise directed by HOME DEPARTMENT in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure. However Service Provider shall be entitled to receive payments for all services rendered by it under this Agreement.</p>	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
129	3.17. Limitation of Liability;page 24	3.17.1 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.	3.17.1 In no event shall either party be liable for any special, 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 amount paid to Bidder by the Home Department/GIL in the preceding twelve months under that applicable work, 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. Bidders' as is corporate policy restricts the liability to the amount of 12 months of fees paid Bidders' as is corporate policy restricts the liability to the amount of 12 months of fees paid 3.17.2. 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 Home Department/GIL or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is	Clasue Revised as : 3.17.1 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. NOTE : the delay solely attributable by the SP will be considered as delay



S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Home Department/GIL, 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 Home Department/GIL. Such failures or delays shall be brought to the notice of the Home Department/GIL and subject to mutual agreement with the Home Department/GIL, 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 Home Department/GIL for additional costs incurred in connection with correction or remedy as above at time &amp; material rate card as agreed upon between the parties.</p>	

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
130	3.19. Termination for Convenience;page 24	<p>3.19.1 HOME DEPARTMENT by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for HOME DEPARTMENT's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>3.19.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by HOME DEPARTMENT at the Contract terms and prices. For the remaining services,HOME DEPARTMENT may elect:</p> <p>3.19.2.1. To have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>3.19.2.2. To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.</p>	<p>3.19.1 HOME DEPARTMENT by ninety (90) days written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for HOME DEPARTMENT's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>Bidder wants to have a similar right of termination in case of default and non payment of fees by Home Department/GIL.</p> <p>3.19.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by HOME DEPARTMENT at the Contract terms and prices. For the remaining services,HOME DEPARTMENT may elect:</p> <p>3.19.2.1. To have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>3.19.2.2. To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider. It is clarified that costs for unrecovered investments shall be towards the amounts payable by the Bidder to third parties resulting from early</p>	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>termination of this Agreement and Bidder shall reasonably substantiate the details of such unrecovered investments. Notwithstanding anything, Bidder may terminate this Agreement for cause if Home Department/GIL materially breaches this Agreement, provided Bidder gives Home Department/GIL notice of such breach and it remains uncured after 30 days following notice. If any amount due and payable by Home Department/GIL under the Agreement is more than 30 days overdue; and there is no dispute between Home Department/GIL and Bidder in relation to that amount, Bidder may issue to Home Department/GIL a notice that payment is overdue. If Home Department/GIL fails to pay Bidder within 7 days after the date of such notice, Bidder may by a further notice to Home Department/GIL terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</p>	

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
131	3.20. Right to use defective software/equipment;p age 24	3.20.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the software/equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such software/equipment until rectification of defects, errors or omissions by debugging / repair or by partial or complete replacement is made without interfering with HOME DEPARTMENT's operation.	3.20.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the software/equipment proves to be not as per the agreed specifications, the Purchaser shall have the right to continue to operate or use such software/equipment until rectification of defects, errors or omissions by debugging / repair or by partial or complete replacement is made without interfering with HOME DEPARTMENT's operation.Self-explanation	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
132	3.22. Supplier / service provider's Obligations; page 25	<p>3.22.1 The service provider is obliged to work closely with HOME DEPARTMENT's staff, act within its own authority and abide by directives issued by HOME DEPARTMENT.</p> <p>3.22.2 The service provider will abide by the job safety measures prevalent in India and will free HOME DEPARTMENT from all demands or responsibilities arising from accidents or loss of life the cause of which is the service provider's negligence. The service provider will pay all indemnities arising from such incidents and will not hold HOME DEPARTMENT responsible or obligated.</p> <p>3.22.3 The service provider is responsible for managing the activities of its personnel or subcontracted personnel and will hold himself responsible for any misdemeanors.</p> <p>3.22.4 The service provider will treat as confidential all data and information about HOME DEPARTMENT, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of HOME DEPARTMENT.</p>	<p>3.22.1 The service provider is obliged to work closely with HOME DEPARTMENT's staff, act within its own authority and abide by directives issued by HOME DEPARTMENT. Self-explanatory</p> <p>3.22.2 The service provider will abide by the job safety measures prevalent in India and will free HOME DEPARTMENT from all demands or responsibilities arising from accidents or loss of life the cause of which is the service provider's willful negligence. The service provider will reasonably pay all indemnities arising from such incidents and will not hold HOME DEPARTMENT responsible or obligated.</p> <p>3.22.3 The service provider is responsible for managing the activities of its personnel or subcontracted personnel and will hold himself responsible for any misdemeanors.</p> <p>3.22.4 The service provider will treat as confidential all data and information about HOME DEPARTMENT, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of HOME DEPARTMENT.</p>	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
133	3.23 Patent Rights;page 25	3.23.1 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 in HOME DEPARTMENT, the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and HOME DEPARTMENT is required to pay compensation to a third party resulting from such infringement, the service provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. HOME DEPARTMENT will give notice to the service provider of such claim, if it is made, without delay.	3.23.1 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 in HOME DEPARTMENT, the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and HOME DEPARTMENT is required to pay compensation to a third party resulting from such third party infringement, the service provider shall be responsible for the compensation including all reasonable expenses, court costs and lawyer fees. HOME DEPARTMENT will give written notice to the service provider of such claim, if it is made, without delay.Self-explanatory	No change. As per RFP.
134	3.24. Proposed timelines for Implementation from the date of issuance of work order; page 25-27		Liquidated damages/penalty shall be 0.5% of the value of delayed goods/ services subject to a limit of 5% of the value of the delayed goods/ services and shall be levied only if the delay is for reasons solely and entirely attributable to Bidder and not for delay due to reasons attributable to Home Department/GIL and/or its other vendors or due to reasons of Force Meajure. The overall penalty need to be capped.	As per reply of query no. 73.
135	3.25. Payment Schedule;page 27		All invoices and bills will be raised by Bidder as per the Payment Terms and will become	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>due for payment within thirty (30) days of presentation. All payments due for more than thirty (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 Home Department/GIL and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. Bidder wishes to add certain payment terms</p>	
136	3.28. Resolution of Disputes; page 28	3.28.1 In this regard HOME DEPARTMENT doesn't go for any arbitration on dispute and HOME DEPARTMENT's decision will be final and binding on the service provider.	In the event of a dispute or difference of any nature whatsoever between Bidder and the Home Department/GIL during the course of the assignment arising as a result of this proposal, the same will be referred for arbitration to a Board of Arbitration. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bidder and the Home Department/GIL will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire.	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>Arbitration will be carried out in _____, (PLACE OF ARBITRATION). All disputes need to be mutually resolved. We request to incorporate standard arbitration clause to the RFP/Agreement</p>	
137	3.31. Taxes and Duties;page 28	3.32.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software / service to HOME DEPARTMENT. However, VAT/Service Tax in respect of the transaction between HOME DEPARTMENT and the service provider shall be payable extra, if so stipulated in the Notification of Award.	3.31.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software / service to HOME DEPARTMENT. However, VAT/Service Tax in respect of the transaction between HOME DEPARTMENT and the service provider shall be payable extra, if so stipulated in the Notification of Award. All fees payable to Bidder are exclusive of any sales, use, value added tax, service , GST 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, Home Department/GIL shall be responsible to pay or reimburse Bidder the amount of such	No change. As per RFP.



S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>taxes. 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 Home Department/GIL. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the Home Department/GIL. Each party is responsible for its own income taxes, corporate taxes and franchise taxes. Prices are exclusive of taxes Bidders' internal: Kindly take Finance team concurrence on Tax clause</p>	

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
138	5. SECTION IV: SERVICE LEVEL AGREEMENT (SLA) & PENALTY CLAUSE; page 41-42	<p>· The Overall penalty cap during the contract period shall be capped at 10% of quarterly invoice value. However if such value of 10% is reached for any two quarters during the contract period, then the Home Department will have the right to terminate the contract or there will be no capping.SLAs are not applicable for Monthly Scheduled Application Downtime, once every month for 3-6 hours for latest application patches up gradation.Permission for this downtime should be taken well as advance from SCRB.In case the penalty for any quarter is equal to or more than RS. 10 lakhs, the department reserves the right to terminate the contract/work-order. The performance bank guarantee will be forfeited or encashed as a penalty for unsatisfactory service provided to department.</p>	<p>· The Overall penalty cap during the contract period shall be capped at 5% of quarterly invoice value. However if such value of 10% is reached for any two quarters during the contract period, then the Home Department will have the right to terminate the contract or there will be no capping.Bidder wishes to cap the overall penalty and add exceptions to the uptime.SLAs are not applicable for Monthly Scheduled Application Downtime, once every month for 3-6 hours for latest application patches up gradation.Bidders' internal: Kindly take Finance team concurrence on Tax clausePermission for this downtime should be taken well as advance from SCRB.Penalty – Penalty/Liquidated damages shall be 0.5% of the value of delayed goods/ services subject to a limit of 5% of the value of the delayed goods/ services and shall be levied only if the delay is for reasons solely and entirely attributable to Bidder and not for delay due to reasons attributable to Home Department/GIL and/or its other vendors or due to reasons of Force Meajure. Uptime - 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 power or environmental failures; (b) Time taken to recover the system because of power or environmental failures;</p>	As per reply of query no. 73.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>(c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to Home Department/GIL such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder' consent and/ or failure to maintain the site as required by the Bidder;</p> <p>(d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes;</p> <p>(e) Time taken for reconfiguration or other planned downtime situations;</p> <p>(f) Scheduled shutdowns as required by Home Department/GIL (Bidder may also request Home Department/GIL for a shutdown for maintenance purpose, which request will not be denied unreasonably by Home Department/GIL);</p> <p>(g) Time taken for booting the system</p> <p>(h) Time lost due to unavailability of links.</p>	
139	6. SECTION V: BID FORMS6.1. Bid Proposal Form; page 43	in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our	in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. Apart from the deviation sheet along with our proposal, we have not	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.	placed any condition for the bid on our part.The terms & conditions of the Agreement cannot be unconditionally agreed upon	
140	6.2. Self-Declaration; page 43	We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 5 years, ending on 31st December 2014 in Gujarat. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.We have not been convicted for any criminal cases(s) by any of the Govt. Department or its PSU in Gujarat regarding any supply and contracts with our firm/company.We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU.In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract	To the best of our knowledge and as per records available with the Company, we have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 5 years, ending on 31st December 2014 in Gujarat. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.Self-explanatoryTo the best of our knowledge and as per records available with the Company, we have not been convicted for any criminal cases(s) by any of the Govt. Department or its PSU in Gujarat regarding any supply and contracts with our firm/company.To the best of our knowledge and as per records available with the Company, we have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU.In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid and / or cancel the award of contract	Clause Revised as: We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 5 years as on bid submission date. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.We have not been convicted for any criminal cases(s) by any of the Govt. Department or its PSU regarding any supply and contracts with our firm/company.We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU.In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
141	6.3. Performance Bank Guarantee;Page No 48-49	<p>The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities. 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>The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities. Bidder wishes to add certain Bank clause This Bank Guarantee issued by _____ Bank, on behalf of the Contractor in favor of OWNER/PURCHASER is in respect of the Contract/agreement dated _____. As communicated by Contractor on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Contractor by OWNER/PURCHASER, in respect of pervious contracts between SELLER and OWNER/PURCHASER. As communicated by Contractor on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Contractor and OWNER/PURCHASER. Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____)</p>	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			<p>_____ ) and it shall remain in force up to and including claim period of three months_ 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.Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of OWNER/PURCHASER under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</p>	
142	6.4. Format of Earnest Money Deposit in the form of Bank Guarantee;page 48		<p>Notwithstanding anything contained hereinabove:a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs._____ (Rupees _____ only)b) This Guarantee shall remain in force up to and including _____ (including claim period of three months)Bidder wishes to add certain Bank clauseUnless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of GIL/Purchaser under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</p>	No change. As per RFP.
143				No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
	9. SECTION IX: Format of Affidavit;page 69	3) All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.4) It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents /Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading /fabricated / expired or having any defect.5) I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.6) I / We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.7) My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial	3) All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.4) It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents /Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading /fabricated / expired or having any defect.5) I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.6) I / We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.7) To the best of our knowledge and as per records available with the Company, Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		<p>Institution in context to purchase procedure through tender.8) I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.9) The above certificates / documents are enclosed separately and not on the Proforma printed from tender document.10) I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm;1, whichever is applicable].11) I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any</p>	<p>Institution in context to purchase procedure through tender.8) I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.9) The above certificates / documents are enclosed separately and not on the Proforma printed from tender document.10) I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm;1, whichever is applicable].11) I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage . In this event, this office</p>	<p>No change. As per RFP.</p>



S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		<p>stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.12) I / We have physically signed &amp;stamped all the above documents along with copy of tender documents (page no. ---- to -- ).13) I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.14) My / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company.15) I / We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.16) In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.</p>	<p>reserves the right to take legal action on me/us.12) I / We have physically signed &amp;stamped all the above documents along with copy of tender documents (page no. --- to -- ).13) I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.14) 15) As per records available with the Company, We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.16) In case of material breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.Self-explanatory</p>	

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
144	2.10. Bid Prices / 2.10.2.2 / Pg 10	The rates of any Indian duties, VAT and other taxes which will be payable by the Client on the goods(if any) if this contract is awarded, should be quoted separately	Kindly confirm the Bid price shall be inclusive of all Government duties/levies/taxes except GST.	As per RFP.
145	General		Kindly include a clause - Any change in tax rates or introduction of new taxes by govt. during the tenure of the project will be on buyer's account (GIL).	As per RFP.
146	General		Kindly include a clause - Payments delayed beyond 30 days will be penalised @ 2% per month or part thereof.	No change. As per RFP.
147	2.13. Period of Validity Bids /2.13.1 / Pg 12	Bids shall be valid for 180 days after the date of bid opening prescribed by GIL. A Bid valid for a shorter period shall be rejected by GIL as non-responsive.	Kindly modify the clause to have the bid validity from the date of submission of bid instead of opening of bid.	No change. As per RFP.
148	3.8. Change Request Orders /	3.8.1 During the development and operation and maintenance phase, any change in scope of work, or in design and development of modules or Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.	Kindly confirm that cost towards such change request will be paid to SP at the rate as mutually agreed at time of such change request.	No change. As per RFP.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
149	3.31. Taxes and Duties/Pg28	3.31.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software / service to HOME DEPARTMENT. However, VAT/Service Tax in respect of the transaction between HOME DEPARTMENT and the service provider shall be payable extra, if so stipulated in the Notification of Award. All the taxes will be paid extra as on actual. In case of GST, GST will be paid.	Kindly include a clause - Any change in tax rates or introduction of new taxes by govt. during the tenure of the project will be on buyer's account (GIL).	As per RFP.
150	Page 30: Point 1.	Develop the end to end backend process which is not available in eGujCop application". Scope of eGujCop backend needs to be clarified.	What is not available in eGujCop backend that needs to be clarified and scoped?	it is already mentioned in Scope of Work.
151	Page 30: Point 3:	Web portal must be integrate with ATVT application, CSP, IFMS, eGujCop etc.,Integration:	Would ATVT application, CSP, IFMS, eGujCop etc. provide the APIs for integration or that would be required to be written by SP.	As per reply of query no. 76.
152	Page 30: Point 3:	Citizen Login, Citizen Profile + Creation/ Updation of new Profile, Digital Locker Aadhaar services, Payment Gateway, eWallet	Which All Payment Gateway or eWallet need to be integrated?	As per reply of query no. 13.
153	Page 30: Point 3:	Citizen Login, Citizen Profile + Creation/ Updation of new Profile, Digital Locker Aadhaar services, Payment Gateway, eWallet	With VID implementation in place from GOI, do you still want to do Aadhar implementation?	As per reply of query no. 61.
154	Page 36	Mobile app must be compatible and accessible on major Mobile platforms (iOS, Android & Windows) and devices.	For Mobile App: Which platform version and above should be supported for Android, iOS and Windows? Also major devices definition should also be detailed.	Mobile app must be compatible and accessible on major Mobile platforms with previous two version and future version of mobile devices.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
155	Page 36	Should have functionalities like: o Social Media: Facebook, Twitter, etc. o Able to access Phone Camera, Phonebook, GPS, etc. o Auto read OTP	Details of integration with Social Media: Facebook, Twitter etc	Bidder may suggest in its proposal at the time of submission.
156	Page 40	The entire team has to be deployed at 100% on client site by service provider. Bidder has to deploy same resources in O & M phase who have worked in development phase.	This would need clarification from their end and request to drop this clause. Instead limited resources should be available to front end with G.I.L team and to understand requirements.	As per RFP. No change.
157		General	Non-functional requirements not mentioned. For e.g. Page rendering time, Concurrent user support, TPS, complete transaction time etc.	1. Page rendering: 500 milli seconds 2.TPS – 4 variable tasks 1 second Concurrency is already given in RFP.
158	Page 10 Point 2.10.2.3.	Invoicing shall be from Gujarat only.	Request you to allow the Invoicing from Outside Gujarat also	Clause Revised: Invoicing shall be from India.
159	Page 22 Point 3.8.1	During the development and operation and maintenance phase, any change in scope of work, or in design and development of modules or Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.	Any new change request not well defined in SOW should be charged separately.	As per RFP. No change.
160	Page 35 Point 4.6	It will leverage following facilities of Mobile Seva of CDAC under national roll out of the Mobile services delivery Gateway : SMS Gateway Service, USSD/IVRS based services	Pls describe Mobile Seva service and its roll out in SMS/USSD/IVRS	Department may use only SMS Gateway service. The bidder has to integrate SMS gateway for the same.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
161		General	Pls share the exact no. of services for which backend needs to be developed? We believe that just APIs layer needs to be written and backend database for such services is ready.	As per RFP Annexure 3.
162		General	What is the timeframe to establish DR setup?	As per reply of query no. 20.
163	Page 34	Incorporate analytics into mobile app, to track and identify users experience and actions	Details of incorporating Analytics into Mobile App	As per reply of query no. 111.
164	Page 9	The bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment	Request you to relax this clause to accommodate companies having offices out side Gujarat	As per RFP. No change.
165	Page 9	No Consortium will be allowed.	This clause may be relaxed	As per RFP. No change.
166	Page 24	HOME DEPARTMENT by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for HOME DEPARTMENT's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.	This clause should be deleted as it gives a right to Home Department for termination without any cause. There should be a provision for a reasonable period of notice of minimum 2-3 months. Also to note that Service Provider is not having any right for termination in any condition. So, we suggest to have one clause in favour of Service Provider whereby Service Provider is having the right to terminate the agreement with a valid reason.	As per RFP. No change.
167	Page 28	The Home Department shall certify actual implementation. The SP has to ensure proper hand-holding & support of the system. SP shall raise the component wise invoice as per the milestones achieved as	Payment cycle is not provided as when the payment will be made to Service Provider after receiving of invoices.	As per RFP. No change.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
		<p>mentioned above in the payment schedule &amp; submit the invoice to Home Department.</p> <p>Home Department shall verify the Invoice raised against the milestone achieved &amp; shall make the payment after deduction of penalty, if any.</p> <p>The SI's request(s) for payment shall be made to Home Department along with the 2 original copies of invoice and necessary documents. The invoice should be in English language and Gujarat based. Payment shall be made in Indian Rupees. While making payment, necessary income tax and service tax deductions will be made</p>		
168	Page 28	In this regard HOME DEPARTMENT doesn't go for any arbitration on dispute and HOME DEPARTMENT's decision will be final and binding on the service provider. The Contract shall be interpreted in accordance with the laws of the Union of India and that of State of Gujarat.	This is a major concern since it states that in any dispute Home Departments decision shall be final. Therefore, we suggest that this provision should be deleted and in its place it should be mentioned that in case of any dispute, the matter should be referred to an Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996.	As per RFP. No change.
169	Page 70	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	The language is bit confusing therefore, we suggest that the clause should be rephrased – My / Our Company has not filed any Writ Petition, Court matter against the State Government i.e., Govt of Gujarat and Board Corporation and there is no courtmatter filed	Suggestion accepted.

S.No	RFP Clause No & page no.	Original Clause	Query raised	Response by Home Department/GIL
			by State Government and its Board Corporation, is pending against our company.	
170	2.2	The company should be registered under Companies Registration act 1956 or 2013 for at least 3 years as on last date of submission of bids.	The company should be registered under Companies Registration act 1956 or 2013 for at least 3 years as on last date of submission of bids or Limited Liability Partnership (LLP) registered under the LLP Act, 2008 for at least 3 years as on last date of submission of bids.	No Change. As per RFP.
171	Page NO 1	Date Extended 17 <sup>th</sup> Oct 2018 1500 Hours	Request Extension for RFP submission as bid of this magnitude and scope requires approvals from multiple ends, identification of good resources and putting multiple feasible solutions together. We therefore request the authority to grant an extension of 10 days.	Accepted.
172	Page 44	We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 7 years, ending on 31st December 2014 in Gujarat. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.	We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 7 years, as on the bid submission date in Gujarat. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.	Clause Revised as: We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 7 years, ending on last date of submission of bids in Gujarat. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.