

**Surat Smart City Development Limited**  
**Pre-Bid Proceedings-1**  
**RFP No.: SSCDL-ERP-RFP-01-2018**

The queries raised and given by bidders, but the clarifications are not made in this online pre-bid proceedings shall be considered to remain unchanged as per the terms and conditions mentioned in the original RFP documents or Addenda & Corrigenda

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
1	General	Bid submission date	Kindly grant extension of 3 weeks from current submission date for commercial submission + 1 week more for Technical document submission	Please refer Addendum & Corrigendum.
2	General	ODF file rcvd.	Kindly provide word copy of the RFP also	RFP terms prevail.
3	General/2.0 Scope of work	Operations and maintenance of the proposed solution for 5 years after Go-Live but everywhere else it is 7 years after post go-live. Please give clarity	We prefer it should be 5 years only. 7 years is too longer period.	RFP Terms prevail.
4	2.1.1. b & 2.1.3	2.1.1. b states that there are 20000+ permanent employess in SMC but in section 2.1.3. it is not mentioned against the license requirement.	It is missing. Please specify total number of payroll license as requirement.	RFP Terms prevail. Plz refer 10.3.3 Schedule-C: Software Licenses for ERP and e-Office using DMS and BPM & ATS Cost.
5	General	No defination or clarification is given for release 0 & release 1 in terms of scope	Please give clear expectation as payment term is linked with it.	Plz refer 2.7- Deliverables & Payment and 2.5.6 Release Management for details.
6	/3.11.10 Termination / Withdrawal	SSCDL reserves the right to withdraw/ terminate the contract in whole or in part with a written notice to the bidder in any of following circumstances	We request SSCDL to provide the bidder with atleast 30 days cure period to remedy such defects.  We further request that bidder be allowed to suspend/ terminate the contract in the event of non-payment of outstanding dues as per the agreed payment terms with reasonable notice	RFP Terms prevail.
7	/3.11.10 Termination / Withdrawal	If the bidder fails to perform any other obligation(s) under the contract;	We request SSCDL to include 'any other material obligations'	Support From Legal Team

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
8	3.11.12 Intellectual Property Rights	: SSCDL shall remain the owner and have a right in perpetuity to use all newly created Intellectual Property Rights including but not limited to all processes, products, specifications, reports, customized code, design documents, other artifacts “conceptualized, created, and implemented” by the selected Bidder during the performance of the services under this contract. All documentation and configuration items such as scripts, code, queries etc. developed by the SI shall be property of SSCDL. The SI should create a repository of such resources and provide access to SMC/SSCDL. All analytical models, dictionaries and libraries created as a result of this engagement would be SSCDL proprietary, and all requisite Intellectual Property Rights shall be transferred to SSCDL from the time they are created and the selected SI has no right to assign, license, sell, or use any content conceptualized, created and implemented under this engagement and/or accompanying agreement to any third party under any circumstances. All the artifacts conceptualized, created, and implemented by the selected Bidder whether in tangible or intangible form shall bear relevant copyright notices in the name of SMC/ SSCDL. The selected SI shall take all such appropriate legal actions to safeguard violation of SSCDL’s intellectual property rights, if any	We request to amend the clause as follows: In all cases, Bidder (and/or its licensor) retains sole ownership of all pre-existing IPR and background IPR and all developments, variations and enhancements thereto. • SSCDL receives ownership of customer-specific foreground IPR. Bidder is granted a non-exclusive, royalty-free, perpetual, worldwide back-license for unlimited commercial use of customer-specific foreground IPR. • All non-SSCDL specific foreground IPR is owned by Bidder. SSCDL is granted a non-exclusive license for use of non-customer specific foreground IPR, against additional consideration.	Support From Legal Team
9	2.6.7 Support Service Level Agreements and Penalty	Penalty (% of monthly support charges)	We request that the maximum penalty be limited to 10% of the monthly invoices for the applicable services. Further request that such penalty be applicable if the breach is solely attributable to the Bidder	RFP terms prevail.
10	2.8.7 (g) Penalty	The cumulative value of penalties stated under the above clauses (a) to f)) could be up to 10% of the consideration of the contract.	We request that the maximum penalty be limited to 10% of the monthly invoices for the applicable services. Further request that such penalty be applicable if the breach is solely attributable to the Bidder	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
11	2.8.8 Limitation of Liability	<p>The SI shall be liable to the SMC/SSCDL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SI and its employees, including loss caused to SMC / SSCDL on account of defect in goods or deficiency in services on the part of SI or his agents or any person / persons claiming through or under said SI. However, such liability of SI shall not exceed the consideration of the contract.</p> <p>This limitation of liability shall not limit the SI's liability, if any, for damage to Third Parties caused by the SI or any person or firm acting on behalf of the SI in carrying out the scope of work envisaged herein.</p>	<p>We request to kindly consider the following:</p> <p>(i) The max cap on direct damages be restricted to the Annual Value of the Contract.</p> <p>(ii) Indirect loss/damages be specifically disclaimed</p> <p>(iii) Any third party loss/damage be covered within the max capping for direct damages</p>	RFP terms prevail.
12	2.8.9 Indemnity:		We request deletion of this provision	RFP terms prevail.
13	Form –1.1: Covering Letter	We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document.....	We request that Bidder be allowed to propose deviations to some of the key contract terms and conditions	RFP terms prevail.
14	Form –1.14: Format for Performance Bank Guarantee	<p>Provided always that notwithstanding anything herein contained our liabilities under this guarantee shall be limited to the sum of Rs.....</p> <p>(Rupees..... only) and shall remain in force until SSCDL certifies that the terms and conditions of the said AGREEMENT have been fully and properly carried out by the Company.</p>	Kindly specify the end date/validity period of the PBG	PBG shall be valid for a period of six months after the expiry of the Contract Period.
15	Form –1.14: Format for Performance Bank Guarantee	Our liability hereunder shall be joint and several with that of the Company as if we were the principal debtors in respect of the said sum of Rs..... (Rupees ..... Only).	We request deletion of this provision	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark																																																						
16	2.7.3.1, Pg 75 Payment schedule for license cost	<p>SMC will purchase only subset of product licenses during the implementation phase and residual quantities at the time of UAT/Go-live. The quantity of such licenses will be decided with mutual agreement however the decision of SMC will be final in this regard. The rates will be valid till the completion of Milestone-6 defined above.</p> <p>a. Payment of 90% of license cost will be on respective product license supply.</p> <p>b. Payment of 5% on respective product installation certified by SI on completeness, validity and correctness of the product installed or within 30 days of license supply whichever is earlier.</p> <p>c. 5% after UAT signoff.</p>	<p>Request from the Bidder: SMC to purchase the whole set of product licenses in the beginning of the implementation phase . Also request to make 100% of the payment for the licenses in advance.</p>	RFP terms prevail.																																																						
17	2.7.3.2 Pg 76, Payment schedule - Implementation cost	<table border="1"> <thead> <tr> <th>Milestone #</th> <th>Release 0</th> <th>Release 1</th> </tr> </thead> <tbody> <tr> <td>Milestone 0</td> <td>9 %</td> <td>9 %</td> </tr> <tr> <td>Milestone 1</td> <td>9 %</td> <td>9 %</td> </tr> <tr> <td>Milestone 2</td> <td>9 %</td> <td>9 %</td> </tr> <tr> <td>Milestone 3</td> <td>4.5 %</td> <td>4.5 %</td> </tr> <tr> <td>Milestone 4</td> <td>-</td> <td>-</td> </tr> <tr> <td>Milestone 5</td> <td>9 %</td> <td>9 %</td> </tr> <tr> <td>Milestone 6</td> <td>4.5 %</td> <td>4.5 %</td> </tr> <tr> <td>Total</td> <td>45%</td> <td>45%</td> </tr> </tbody> </table> <p>The remaining 10% of the implementation cost will be split in to four equal parts of 2.5% each and the same will be paid post successful completion of hypercare period on a quarterly basis.</p>	Milestone #	Release 0	Release 1	Milestone 0	9 %	9 %	Milestone 1	9 %	9 %	Milestone 2	9 %	9 %	Milestone 3	4.5 %	4.5 %	Milestone 4	-	-	Milestone 5	9 %	9 %	Milestone 6	4.5 %	4.5 %	Total	45%	45%	<table border="1"> <thead> <tr> <th>Milestone #</th> <th>Release 0</th> <th>Release 1</th> </tr> </thead> <tbody> <tr> <td>Milestone 0</td> <td>15 %</td> <td>15 %</td> </tr> <tr> <td>Milestone 1</td> <td>10 %</td> <td>10 %</td> </tr> <tr> <td>Milestone 2</td> <td>10 %</td> <td>10 %</td> </tr> <tr> <td>Milestone 3</td> <td>2.5 %</td> <td>2.5 %</td> </tr> <tr> <td>Milestone 4</td> <td>2.5%</td> <td>2.5%</td> </tr> <tr> <td>Milestone 5</td> <td>2.5 %</td> <td>2.5 %</td> </tr> <tr> <td>Milestone 6</td> <td>2.5 %</td> <td>2.5 %</td> </tr> <tr> <td>Total</td> <td>45%</td> <td>45%</td> </tr> </tbody> </table> <p>1. The remaining 10% of the implementation cost will be split in to four equal parts of 2.5% each and the same will be paid in advance on a quarterly basis before the hypercare period.</p> <p>2. We also request that the payment to be done within 15 days from the date of raising of the invoice.</p>	Milestone #	Release 0	Release 1	Milestone 0	15 %	15 %	Milestone 1	10 %	10 %	Milestone 2	10 %	10 %	Milestone 3	2.5 %	2.5 %	Milestone 4	2.5%	2.5%	Milestone 5	2.5 %	2.5 %	Milestone 6	2.5 %	2.5 %	Total	45%	45%	RFP terms prevail.
Milestone #	Release 0	Release 1																																																								
Milestone 0	9 %	9 %																																																								
Milestone 1	9 %	9 %																																																								
Milestone 2	9 %	9 %																																																								
Milestone 3	4.5 %	4.5 %																																																								
Milestone 4	-	-																																																								
Milestone 5	9 %	9 %																																																								
Milestone 6	4.5 %	4.5 %																																																								
Total	45%	45%																																																								
Milestone #	Release 0	Release 1																																																								
Milestone 0	15 %	15 %																																																								
Milestone 1	10 %	10 %																																																								
Milestone 2	10 %	10 %																																																								
Milestone 3	2.5 %	2.5 %																																																								
Milestone 4	2.5%	2.5%																																																								
Milestone 5	2.5 %	2.5 %																																																								
Milestone 6	2.5 %	2.5 %																																																								
Total	45%	45%																																																								

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
18	2.7.3.3 Pg. 76, Payment schedule- Hardware installatiion & commissioning	The payment for the Hardware Installation & Commissioning will be made as per below: - 70% in 15 days of Full Supply - 20% in 15 days of installation and commissioning of the hardware - 5% on successful Go-Live of Release-0 - 5% on successful Go-Live of Release-1	Request from the Bidder: The payment for the Hardware Installation & Commissioning will be made as per below: - 100% in 15 days of Full Supply.	RFP terms prevail.
19	2.7.4 , Pg 76, Payment schedule for AMC	The payment to the Selected Bidder shall start on a quarterly basis based on SLAs	Request from the Bidder: The payment for AMC charges of the services to be done on a quarterly basis in advance.	RFP terms prevail.
20	8.6, Pg, 119, Tax Liability	If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the contractor/Successful Bidder Only, in no case SMC shall be liable for the same.	Request from the Bidder: If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same needs to be borne by the customer(SMC).	RFP terms prevail.
21	3.11.10 , Pg 90, Termination	Termination / Withdrawal: SMC/SSCDL reserves the right to withdraw/ terminate the contract in whole or in part without assigning any reason.	Request from the Bidder: To remove the clause , Termination in whole or in part without assigning any reason.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
22	1.14, Pg 141, Format for Performance Bank Guarantee.	contract in whole or in part with a written notice to the bidder without assigning any	<p>Bidders Request to Include: Would request that the following be added to the bank guarantee text for PBG:"</p> <p>Notwithstanding anything contained herein above :</p> <p>i. Our liability under this Bank Guarantee shall not exceed Rs._____/ - (Rupees _____ Only).</p> <p>ii. This Bank Guarantee shall be valid up to _____ ; and</p> <p>iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if any claim or demand is received by us in writing, as stated in this Bank Guarantee, at this office by hand, by post or by courier, by close of banking hours, on or before_____, thereafter the Bank will stand discharged of all its liabilities in all respect whether or not the original Bank Guarantee is returned to us.</p>	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
23	1.15, Pg, 144, Format for Bank Guarantee for EMD	reason thereof.	<p>"Bidders Request to Include: Would request that the following be added to the bank guarantee text for EMD:"</p> <p>Notwithstanding anything contained herein above :</p> <p>i. Our liability under this Bank Guarantee shall not exceed Rs._____/ - (Rupees _____ Only). ii. This Bank Guarantee shall be valid up to _____ ; and iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if any claim or demand is received by us in writing, as stated in this Bank Guarantee, at this office by hand, by post or by courier, by close of banking hours, on or before_____, thereafter the Bank will stand discharged of all its liabilities in all respect whether or not the original Bank Guarantee is returned to us.</p>	RFP terms prevail.
24	6.2 TECHNICAL EVALUATION CRITERIA	Relevant experience of prime bidder in proposed COTS ERP Implementation in India in past 10 years (as on date of issuance of Bid) covering the following modules (maximum 4 projects):	Allow currently running projects to be considered.	RFP terms prevail.
25	6.2 TECHNICAL EVALUATION CRITERIA	Relevant experience of bidder in proposed Workflow/ BPM based E-office applications implementation in Public Sector Units(PSU)/State/Central Govt. / ULB in India in past 7 years (as on date of issuance of Bid) (maximum 2 projects)	consider 1 project and experience on any general workflow.	RFP terms prevail.
26	Form –1.1: Covering Letter	We confirm that we agree with the terms and conditions provided in RFP	We request that Bidder be allowed to propose deviations to some of the key contract terms and conditions	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
27	2.6.7 Support Service Level Agreements and Penalty	Penalty (% of monthly support charges)	We request that the maximum penalty be limited to 10% of the monthly invoices for the applicable services. Further request that such penalty be applicable if the breach is solely attributable to the Bidder	RFP terms prevail.
28	2.3 INTEGRATION REQUIREMENTS Page 65	Integration of 38 legacy systems	Can you please list application platform/ Programming language for 38 legacy systems?	Existing applications are developed on VB .NET, ASP.NET, C #, VB and backend used is MS SQL 2012
29	2 scope of work page 15	Migration of all data from some of the existing applications (that are being envisaged to be discontinued) to ERP	1.Request provide approximate Volume of legacy data to be migrated system/application wise? 2. We assume that cleansing of the data will be responsibility of the SMC Business process owners ? Kindly clarify. 3.We assume that No historical transaction data needs to be migrated to ERP except the opening balances? kindly clarify	Plz refer Appendix 3: DATA MIGRATION DETAILS. Detailed requirements will be finalized during Business blueprint phase.
30	6.4 Final Evaluation	QCBS is consideration is 60:40	We request it to be 80:20 or 70:30. Those who score higher based on their experince in similar implementation must get benefit in evaluation else small ERP vendor will take the benefit of providing lowest price	RFP terms prevail.
31	2.7.4 ATS payment	ERP license ATS payment term is given as quarterly base	It should be yearly bases in advance as this the term what OEM charges to all the customer/vendor	Please refer Addendum & Corrigendum.
32	3.7 - consortium	consortium formalities attraracts many legal formalities between the 2 entities. This needs significant time.	Can we go for pre-defined sub-contracting along with the bid submission instead of consortium where we can declair partners for their services?	RFP terms prevail.
33	3.5 pg no 86	EMD	Can the 100% be provided in the form of bank guarantee instead of 50% in Cheque/DD	RFP terms prevail.



#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
34	6.1.3 Pre-Qualification Criteria – Workflow/ BPM based E-office applications (if not part of COTS ERP):Product Acceptability Page 109	The product must be listed in the latest Gartner Magic Quadrant (2016 or later) of Enterprise Content Management and Intelligent Business Process & Management	While you have asked for functionalities of a BPM based case management platform functionality in the module 2.1.2 Workflow/ BPM based E-office applications using DMS : under Court Case(page 17) and in detail in section 11. Court Case Management(page 46) kindly also include OEM's featuring in the Gartner Based Case Management Quadrant 2016	Please refer Addendum & Corrigendum.
35	Support Page 109	The OEM should also have SLA based 24/7 x 365 days support center located in India	The support centers are located across various geos across the globe to support our customers Globally basis different time zones, the same is part of Standard AMC . Hence specifying support location center in India is redundant. Kindly amend the clause accordingly	Please refer Addendum & Corrigendum.
36	Source Code Page 109	Proposed solution to come with complete transparency including the Source Code for Customization	The customisation specific to SMC requirements would be in the scope of the Bidder & hence this should be in the scope of the Bidder . In case there is any need for any documentation for the same the bidder should be asked to furnish the same.	RFP terms prevail.
37	Support Page 109	The proposed solution should support integration with third party applications like Open Standard based GIS software, payment gateway, email gateway.	Integration capability of the system is to support integration with application using webservices and API based integration. As long as the application supports this methodology we can support integration with the proposed application. We request SMC to kindly confirm that self certification by OEM in this regard covering the given condition meets the requirements of SMC	RFP terms prevail.
38	Integration with proposed ERP solution Page 109	The proposed solution should support integration with proposed ERP solution.	Kindly specify the respective ERP and version number to help us with the details to be included in the certification?	Bidder needs to propose ERP and BPM products meeting the RFP requirements.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
39	2.1.2 Workflow/ BPM based E-office applications using DMS/ 2.1.3 Estimated number of users	Concurrent users are estimated to be 500 which are distributed across sub-modules with total number of users 2000. and according to clause 2.1.3 Estimated number of users Court case management 25 Inter-departmental file movement (Inward-Outward) 500 Meeting Management 50 RTI Application Management 100	As an OEM where our offering is for the BPM and ECM component which covers the modules mentioned viz Court case management 25 Inter-departmental file movement (Inward-Outward) 500 Meeting Management 50 RTI Application Management 100 Kindly specify if 2000 users mentioned cover users in the above mentioned modules . The same would help us to finalise the total lic requirements required to meet the RFP requirements	Please refer Addendum & Corrigendum.
40	8. Inter-departmental file movement (Inward-Outward)point 7 Page 40	The system shall generate a Barcode number on successful creation of a file. This barcode can be pasted into a physical file for tracking, in case physical file is also used.	Kindly specify which type of barcode?	Detailed requirements will be finalized during Business blueprint phase.
41	8. Inter-departmental file movement (Inward-Outward) point 13 Page 40	System shall have an in-built text editor for entering the notes. The editor should have basic functionalities such as highlighting a part of note, underlining, making bold, creating paragraphs, having bullet numbering, creating tables etc.	Inbuilt text editor functionality is limited kindly modify it to include editor functionality with MS -Word capabilities which gives all word features within in-built text editor.	RFP terms prevail.
42	8. Inter-departmental file movement (Inward-Outward) point 22 Page 40	The system shall have the workflow capability to route the file for approval electronically. The routing can be either serial or parallel routing.	While the file movement system should have serial and parallel routing it should also facilitate intra and inter departmental routing that can be configured which is two types of flow. So once the final approve like HOD approves the file it should if required have facility to move out of the department and follow fixed or flexible route that is defined. This currently is missing in the requirement.	RFP terms prevail. Detailed requirements will be finalized during Business blueprint phase.
43	14.2 Document Management Requirements point 8 page 51	System should have an integrated Scanning module from same OEM as DMS, so that the scanned documents can be directly exported into the repository	There are many scanning solution available from OEM as well as partners. Restricting them to only one OEM will not allow other solution to be positioned which are better suited to government set-up?	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
44	14.2 Document Management Requirements point 14 page 51	The mobile capture app should have the facility to function both online and offline. Also, the solution should have facility to compress the image to a small size file.	When there is a requirement of web based solution a mobile based capture solution does not augment well for enterprise scanning systems?Kindly revisit the requirement for a mobile scanning solution.	RFP terms prevail.
45	14.2 Document Management Requirements point 14 page 51	The mobile capture app should have the facility to function both online and offline. Also, the solution should have facility to compress the image to a small size file.	Kindly specify the number of scanning stations and number of users using the scanning system along with number of pages?	Detailed requirements will be finalized during Business blueprint phase.
46	14.2 Document Management Requirements point 14 page 51	The mobile capture app should have the facility to function both online and offline. Also, the solution should have facility to compress the image to a small size file.	Kindly specify that the web based scanning solution to have all the features listed iwithout any dependency on thick client version?	Detailed requirements will be finalized during Business blueprint phase.
47	8. Inter-departmental file movement (Inward-Outward) Point 9 page 41	Any type of documents like Images, PDF files, Office files like word, Excel, PowerPoint presentations, AutoCAD drawings etc. can be added to the electronic file in the Correspondence side.	The requirement is contradictory while you are asking in this clause to store all types of documents and in clause 14.2 Document Management Requirements for viewing of files there is no requirement for universal viewer to view these file types?This caps procurement of any viewer later once the solution gets implemented.	Please refer Addendum & Corrigendum.
48	14.2 Document Management Requirements	The system's in-built viewer should have the capability to perform annotations such as highlight, sticky note, underline, hide certain text etc. on the documents image with user name, date and time of putting annotations.	Kindly include a universal viewer to avoid any dependency of the type of files that will be required to be viewed without native viewing capabilities with all the features mentioned like annotation, redaction, comments and approval?	Please refer Addendum & Corrigendum.
49	14.2 Document Management Requirements	The system's in-built viewer should have the capability to perform annotations such as highlight, sticky note, underline, hide certain text etc. on the documents image with user name, date and time of putting annotations.	Kindly specify if the image based document also needs to be converted in to text pdf to enable search within the document?	Please refer Addendum & Corrigendum.
50	14.2 Document Management Requirements	The system's in-built viewer should have the capability to perform annotations such as highlight, sticky note, underline, hide certain text etc. on the documents image with user name, date and time of putting annotations.	We comprehend that the digital signature refers to PKI infrastucture, kindly confirm our understanding? Secondly is there any PKI infrastucture currently being used?	As part of solutioning it is required to support Digial Signature. Please refer, 8. Inter-departmental file movement (Inward-Outward).

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
51	14.2 Document Management Requirements	The system's in-built viewer should have the capability to perform annotations such as highlight, sticky note, underline, hide certain text etc. on the documents image with user name, date and time of putting annotations.	Kindly also add that the format in which data is to be stored also needs to be in non-proprietary format so that in future your migration is not dependent on the OEM of the COTS solution?	Please refer Addendum & Corrigendum.
52	Information Rights Management		Solution should control and protect document even after they are retrieved from repository and shared.. DMS should have the features viz. Information encryption, Permissions management.Solution should have ability to dynamically control and manage information security by allowing content owners to decide who gets to view, edit, print or forward emails and documents and who does not.	RFP terms prevail.
53	Form-1.12 A- Self Declaration by OEM for Implementation Partner	The list of our approved Implementation partners for the product in India is as per below or as per list attached & include the bidder ( Name & address of the bidder )	Kindly confirm if this format is applicable for Workflow/BPM based e- Office Applications vendor/OEM . If yes, Please amend " Implementation Partners " to " Authorise Partners " as we only categorise partners as Authorised Partners	RFP terms prevail.
54	Form-1.12 B	The no. of employees ( 1000 for product development ) & ( 200 in support center ) are currently mentioned	Kindly do not specify the no. of employees as the no. of employees may vary from Organisation to organisation . We are a 12000 employee global Organisation & have requisite manpower for product development & to support our customer through support centers	Please refer Addendum & Corrigendum.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
55	Section 8.2, Page 42	The system shall have a facility to directly capture the physical/hard copy letters received by the department in the system. It should enable capturing basic information like Date of Receipt, Subject of letter, who has sent the letter, Date on letter etc. before exporting to the Letter/Correspondence Management System.	As per mentioned in the RFP document, scanning of physical documents and uploading the electronic documents into the Document Management System is one of the key requirement of the RFP. Therefore, we recommend that the scanning solution should have support for the following features: <ul style="list-style-type: none"> <li>• Both bulk and web scan capabilities</li> <li>• Automatic extraction of data using OCR</li> <li>• Automatic file and document separation using blank page separator, barcode separator and fix page</li> <li>• Automatic correction of parameters like improper resolution, format/ compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc. during scanning</li> </ul> Please confirm our understanding.	RFP terms prevail.
56	Section 14.2, Page 51	3. The systems must seamlessly integrate with any or all of the Core applications and shall support interface with other open-standard systems.	Please provide details on the number of core applications/open-standard systems that will integrate with the DMS.	Detailed requirements will be finalized during Business blueprint phase.
57	Section 14.2, Page 51	9. The Scanning Module should allow officers to scan single document as well as document in bulk with facility of segregation of scanned images as different document types like letter, circular, GR, DPR etc.	Please confirm If scanning of legacy documents are in scope of RFP. If Yes, please provide the volumetrics along with sizes of documents(like A4, A3 etc.), expected locations from where scanning to be done etc.	Historical documents scanning is not in scope.
58	Section 14.2, Page 51	12. The scanning system should support Web-based Scanning & Desktop scanning Module which should allow scanning of documents when not connected to Server.	a) Please provide inputs on number of locations from where scanning has to be done. b) Will SI be allowed to do scanning in selected locations by bringing documents from other locations ? Please confirm.	Historical documents scanning is not in scope.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
59	Section 14.2, Page 52	26. The system should manage lifecycle of content through retention, storage, retrieval, and destruction policies along with tracking and managing of physical location of the content using Records Management System	This is a functionality being provided by a Record Management System. Please confirm that our understanding is correct. If yes, we suggest to consider Record Management System which is in compliance with standards like DoD 5015.2, ISO 15489, VERS etc. which are international standards for Record Management .	Bidder to propose and provide relevant solution to fulfil the requirement.
60	3.5 EARNEST MONEY DEPOSIT (EMD), Page 86	50% amount shall be in the form of Demand Draft / Banker's Cheque and 50% amount shall be in the form of Bank guarantee with validity of 180 days from the date of Bid opening.	We request to consider 100% of an EMD amount in the form of bank guarantee.	RFP terms prevail.
61	Form –1.2 A: Format for Power of Attorney for Signing of the Proposal, Page 122	Power of Attorney for Signing of the Proposal (On a Stamp Paper of appropriate value)	Request to consider Board Resolution instead of POA	Please refer Addendum & Corrigendum.
62	Form –1.8: Format for Declaration by the bidder for not being blacklisted / Debarred	Declaration by the bidder for not being Blacklisted / Debarred (To be submitted on a 100-rupee stamp paper by each member of consortium separately)	Request to consider self declaration on letterhead of the bidding company duly signed by authorised signatory.	RFP terms prevail.
63	2.7.3 Payment Schedule or payment terms during implementation, Page 75	Milestone based payment	Request to consider 10% advance payment of total contract value for mobilization.	RFP terms prevail.
64	2.5.6.1, Page no. 68	Data Migration	Please share the details of the data format and volume of the data to be migrated.	Plz refer Appendix 3: DATA MIGRATION DETAILS. Detailed requirements will be finalized during Business blueprint phase.
65	2.7.2, Page no. 74	Project phases and deliverables	Please elaborate on the scope covered on "Release 0" and "Release 1"	Plz refer 2.7- Deliverables & Payment and 2.5.6 Release Management for details.
66	2.7.3.1, page no. 75	Payment schedule for license cost	We request authority to consider all the user licenses to be procured at the start of the project since we will not be able to provide development instance separately.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
68	11.2 MINIMUM TECHNICAL SPECIFICATION I. SERVER FOR ERP SOLUTION Page No. 165	<p>16. OS Support Microsoft Windows Server 2012R2 or higher, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), Ubuntu, Citrix Xen Server, VMware ESXi</p> <p>17. Virtualization Support Should support leading virtualization platforms including the one proposed by the bidder (if any)</p>	<p>We appreciate your decision to consider the server virtualization solution in this prestigious tender and also provided the option to the bidders for considering the virtualization solution of their choice available in the industry.</p> <p>Looking at the criticality of the project and applications to be deployed, we would like to suggest to also consider some of the key essential functionalities for the virtualization solution.</p> <p>Few of the key essential features and functionalities are mentioned below:</p> <ol style="list-style-type: none"> <li>1. Bare metal hypervisor with functionality of High Availability, Zero Downtime &amp; Zero Data-loss without any clustering solution, Live Migration of VMs and Virtual Disks, Hot Add (CPU, Memory, Storage &amp; Network), Network I/O control &amp; Storage I/O control, Single reboot after upgrade/ updates of VMs and hypervisor without hardware restart etc.</li> <li>2. VM-level encryption which protects unauthorized data access both at-rest and in-motion.</li> <li>3. Secure boot for protection for both the hypervisor and guest operating system by ensuring images have</li> </ol>	RFP terms prevail.
69	6.1.1 Pre-Qualification Criteria – ERP OEM Table Sno.2.Turnover Page No.103	The OEM's average annual turnover for the last three financial years i.e. 2014-15, 2015-16 & 2017-18 should be minimum INR 500 crores.If 2017-18 Financial Statements is unaudited then the Audited Financial Statements of 2014-15 along with an undertaking letter from the bidder that the 2017-18 Statements are not audited is to be submitted.	As this Clause is restricting in the bid participation. So Request to allow bidder with average annual turnover of 90 Crores also.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
70	2.7.4 Payment Schedule for Support, ATS and AMC Page No.76	The payment to the Selected Bidder shall start on a quarterly basis based on SLAs in the Support phase. This would also include any Annual technical support and AMC charges of the products.	ATS of the software is always payable in advance to OEM. Hence this should be paid 100% in advance each year. SI need not invest its own money here. For other support payments, Quarterly payments are OK.	Please refer Addendum & Corrigendum.
71	6.1.2 Pre-Qualification Criteria - System Integrator, Table S.no.Point2, Page No.105	The prime bidder should have average turnover of minimum INR 150 crores in last three financial years i.e. 2014-15, 2015-16 & 2017-18. Statements are not audited is to be submitted. If 2017-18 Financial Statements is unaudited then the Audited Financial Statements of 2014-15 along with an undertaking letter from the bidder that the 2017-18 Statements are not audited is to be submitted	We would request to revise the clause as under for better participation; "The bidder should have average turnover (in case of consortium, combined turnover of all partners) of minimum INR 150 crores in last three financial years (2014-15, 2015-16 & 2017-18).	RFP terms prevail.
72	6.1.2 Pre-Qualification Criteria - System Integrator, Table S.no.Point7, Page No.107	The Prime Bidder providing the application development/customization, deployment and maintenance as described in of scope of work, should have an active SEI CMMI Level 5 (as on date of issuance of Bid).	We request to kindly reconsider the clause as; "The Bidder (partner providing the application development/customization, deployment and maintenance in case of consortium) as described in of scope of work, should have an active SEI CMMI Level 3 (as on date of issuance of Bid)."	RFP terms prevail.
73	6.1.2 Pre-Qualification Criteria - System Integrator, Table S.no.Point9, Page No.107	The Bidder (Prime Bidder) to provide the Manufacturer's Authorised Form (MAF) to be eligible to bid for the proposed COTS ERP	We request to kindly to revise this clause as; "The Bidder (any member in case of Consortium) to provide the Manufacturer's Authorised Form (MAF) to be eligible to bid for the proposed COTS ERP"	RFP terms prevail.
74	6.1.2 Pre-Qualification Criteria - System Integrator, Table S.no.Point11, Page No.108	In case of consortium, the second bidder should have experience of implementing similar COTs based implementation or similar customized software development IT project in at least one Government (State or Central) / Public Sector Units/ ULB customers in India with minimum project value of Rs. 50 lakhs (excluding hardware cost) in last 10 financial years (as on date of issuance of Bid) on its own without consortium.	We request it to make this clause specific for the Agency, who would be delivering the required services. Request to kindly modify the clause as; "In case of consortium, the partner responsible for application development/customization, deployment and maintenance should have experience of implementing similar COTs based implementation or similar customized software development IT project in atleast one Government (State or Central) / Public Sector Units/ ULB customers in India with minimum project value of Rs. 50 lakhs (excluding hardware cost and ) in last 10 years (as on date of issuance of Bid) on its own without consortium."	RFP terms prevail.



#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
75	Section 6.2 TECHNICAL EVALUATION CRITERIA Table point Sl.no:4 Page No.111	Average annual turnover of prime bidder ▶ >=150 Cr to 200 Cr – 2 marks ▶ >=201 Cr to 300 Cr – 3 marks ▶ >=301 Cr to 500 Cr – 4 marks ▶ >=501 Cr – 5 marks	We request to kindly modify the clause to consider the combined turnover of all partners. Average annual turnover of bidder (Combined of all bidders in case of consortium) ▶ >=150 Cr to 200 Cr – 2 marks ▶ >=201 Cr to 300 Cr – 3 marks ▶ >=301 Cr to 500 Cr – 4 marks ▶ >=501 Cr – 5 marks	RFP terms prevail.
76	Section 6.2 TECHNICAL EVALUATION CRITERIA Table point Sl.no:6 Page No.111	Consortium capability ▶ No Consortium / consortium with a partner having SEI CMM Level-5 Certificate – 5 marks ▶ Consortium with a partner having SEI CMM Level-4 Certificate – 4 marks ▶ Consortium with a partner having SEI CMM Level-3 Certificate – 3 marks	As Smart City projects demands expertise of different companies on various different domains related to the smart city components, it is very much required that a group of partners come together to provide the best solution. Therefore we would request to kindly modify the clause as; Consortium capability ▶ Any Consortium partner having SEI CMM Level-5 Certificate – 5 marks ▶ Consortium with a partner having SEI CMM Level-4 Certificate – 4 marks ▶ Consortium with a partner having SEI CMM Level-3 Certificate – 3 marks	RFP terms prevail.
77	6.1.1 Pre-Qualification Criteria – ERP OEM Table Point No.10 Point no.105	The ERP product must be the country specific version for India with statutory requirements incorporated and should have a localization support in terms of VAT, Service Tax, Income Tax, GST, Payroll etc. specific to India.	Request to Specify the how integration need to be done. Whether any API's are provided by department.	RFP terms prevail.
78	Section 2.5.5 Gollve and HyperCare Support Page 67	The database administration, server administration, security administration, user administration and tasks arising due to software version upgrade or hardware upgrade will be the responsibility of SI for the solution deployed as part of this project.	Vendor understands that the version/Enhancement Pack upgrade of ERP software needs arising after implementat and hyper care would be independent requests/project and not part of this RFP.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
79	Section 2.5.6 G Release Management - Page 68	Every even numbered release is recommended to include technical patch upgrade as well as enhancement pack upgrade to [latest patch level – 1] as on start of release alignment cutoff date. The upgrade process should be followed from the release 2 onward. Any associated cost of this upgrade and corresponding release management should be added as part of monthly support charges and no additional change request would be considered for the same during the contract period. The patch upgrade should be done with proper impact assessment, report on additional features and functional outcomes followed by approval from SMC.	For ERP software, enhancement pack upgrade would be independent requests/project and not part of this RFP. Request confirmation.	RFP terms prevail.
80	Section 2 Page 14	Migration of all data from some of the existing applications (that are being envisaged to be discontinued) to ERP	It is a recommended practice to migrate only master data and open transactional data. Legacy Transactional Data Migration would involve lot of additional efforts from SI. Request confirmation that there would be a separate Change request given in the event that legacy transactional data migration is decided to be done	Plz refer Appendix 3: DATA MIGRATION DETAILS.
81	Page 184	Decision on whether to migrate opening balances or legacy transactional data will be taken during the implementation taking in to account business requirements, legal requirements, merits and demerits presented for each case. Historical documents scanning is not in scope.	It is a recommended practice to migrate only master data and open transactional data. Legacy Transactional Data Migration would involve lot of additional efforts from SI. Request confirmation that there would be a separate Change request given in the event that legacy transactional data migration is decided to be done	RFP terms prevail.
82	Section 2.4.4	Data cleansing and preparation ,Extracting Master and Transactional data from legacy applications Transforming the data into the necessary format to load into Quality & Production servers	Request please share Volumetrics for the Data migration Involved.	Plz refer Appendix 3: DATA MIGRATION DETAILS. Detailed requirements will be finalized during Business blueprint phase.
83	Section 2.1.3	Estimated Number of Users	Does this number of users consider YOY User growth. What is the initial number years considered and YOY user growth considered .	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
84	Section 2.1.1	Proposed COTS ERP should support localization features for India taxes and payroll, and provide the legal changes for any statutory requirements as a support package from time to time.	Please provide the details of ASP/GSP service provider engaged by SMC India for establishing India GSTN portal connectivity. How is GST and connection to GSTN portal handled now? If SMC has not engaged any service provider for GSTN, can TechM propose the same and include it's price in the proposal?	RFP terms prevail.
85	Section	Infrastructure	What is the YOY data Growth?	RFP terms prevail.
86	Section 2.1.1, Page 16	Human Resources, Payroll and Employee Self Service	The Total Number of ESS users indicated is 1000. The total number of employees is 19837. Can we infer that only the class I and Class II employees will access the ERP system?	RFP terms prevail. ESS access will be selected employees that would be around 1000 in number.
87	Section 2.1 Technical Requirements(14), Page 49	LDAP & Single Sign On Provision for LDAP & SSO will be in scope of ERP SI	Please confirm if LDAP and SSO are in Scope of SI. What are the systems to be integrated with LDAP and SSO	Yes, it is part of the bidder's scope. Detailed requirements will be finalized during Business blueprint phase.
88	Page 184	Portal & Mobile App - CitizenFacing Functionalities	Since Citizn Services is out of scope of the RFP the section on Portal and Mobile app is assumed to be redundant. Please confirm the understanding.	Please refer Addendum & Corrigendum.
89	Section 11, Page 161	IT Infrastructure Requirements	Is SMC open to Cloud based Infrastructure ? Request please indicate the preferences	No
90	Section 11.1, Page 162	The hardware sizing proposed for hosting the ERP Core Modules and e-office/BPM modules shall have to be certified by the authorized person of the respective OEM either on OEM's letter head or on SI's letter head with OEM's stamp and signature.	Request kindly remove this requirement on certification	RFP terms prevail.
91	Section 2.5.7, Page 69	All training manuals shall be prepared in English and Gujarati.	Request change of this requirement to English only. Vendor assumes that the ERP users would be proficient in English.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
92	Section 6.2, Page 111	<p>Experience of prime bidder in COTS ERP* implementation in India in past 10 years (as on date of issuance of Bid) in Public Sector Units(PSU)/State/Central Govt. / ULB</p> <ul style="list-style-type: none"> <li>▶ 1st project – 6 marks (If the COTS ERP is same as proposed COTS ERP Solution in SMC, then additional 2 marks)</li> <li>▶ 2nd project – 3 marks (If the COTS ERP is same as proposed COTS ERP Solution in SMC, then additional 1 marks)</li> <li>▶ Experience with ULB – 3 marks</li> </ul> <p>In case of any ongoing project where the project has not gone live, the bidder will be given half of the marks as compared to the projects that have gone live. [*The COTS ERP of only those OEM meeting the Pre-Qualification Criteria specified in 6.1.1 will be considered for evaluation.]</p>	Experience with ULB of either bidder / OEM - 3 marks	RFP terms prevail.
93	Pg 73, Sec 2.6.1	<p>SMC estimates upto 1200 hours / quarter demands of Major Enhancement and Planned Projects during the support period and the bidder will be responsible for delivery of the same. These hours will not be carried forward to next quarter if not utilised</p>	What will be payment terms associated with reserved efforts for major enhancement ?	Section is self explanatory.
94	Pg 92, Sec 3.11.22	<p>In case of personnel deputed at SMC/SSCDL by bidder as per the resource deployment plan is on a leave of absence for more than a week, - then a competent substitute, fully conversant with the processes at SMC/SSCDL will have to be provided by the bidder. Thus, the bidder is required to keep other personnel employed but not deputed at SMC/SSCDL so that the vacancy of the key personnel could be kept filled in. If the substitute is not provided for more than a week then such leaves after fifth day will be considered as if a person is not deployed by the bidder and monetary deduction may be made accordingly.</p>	Contract will be on time and material basis ?	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
95	Section 2.6.3, page 74	It is expected that system integrator will implement an IT Service Support Management (ITSSM) tool that appeared in latest Gartner magic quadrant and have sales and support in India, which will be used by support desk, SMC ISD, IT vendors including ERP SI for IT service management/ ticket handling/ KPI and SLA monitoring across SMC and SSCDL. The tool should support integration with ERP system and provide necessary reporting and dashboard capabilities by vendor or by contract.	Can we propose Open source tool for ITSSM implementation?	Section is self explanatory. Bidder can propose ITSSM tool meeting the RFP requirements.
96	Section 2.6.3, page 74	It is expected that system integrator will implement an IT Service Support Management (ITSSM) tool that appeared in latest Gartner magic quadrant and have sales and support in India, which will be used by support desk, SMC ISD, IT vendors including ERP SI for IT service management/ ticket handling/ KPI and SLA monitoring across SMC and SSCDL. The tool should support integration with ERP system and provide necessary reporting and dashboard capabilities by vendor or by contract.	Kindly assist with clarity on whether we have an option to propose SaaS / cloud hosted solution for Tools.	No
97	Section 2.6.3, page 74	It is expected that system integrator will implement an IT Service Support Management (ITSSM) tool that appeared in latest Gartner magic quadrant and have sales and support in India, which will be used by support desk, SMC ISD, IT vendors including ERP SI for IT service management/ ticket handling/ KPI and SLA monitoring across SMC and SSCDL. The tool should support integration with ERP system and provide necessary reporting and dashboard capabilities by vendor or by contract.	Kindly assist with clarity on whether ITSSM tools solution should appeared in latest Gartner magic quadrant report.	Section is self explanatory.
98	Section 2.6.3, page 74	All the changes approved as valid demands by SMC which involve below two categories will be aligned to a release.: 1. Major Enhancements: Effort 40-180 hours 2. Planned Projects: Effort >180 hours	Major enhancements and planned projects will be valid for tools scope as well. If yes, will it part of sustenance activity? And kindly provide detailed defination/examples of major enhancements & planned projects.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
99			Do we have to consider the efforts and cost as part of this proposal for major enhancements and planned projects?	RFP clearly defines the requirements for major enhancement and planned projects during the support period. Bidder needs to consider the same.
100	Section 2.1.3, page 18	IT Service Support Management (ITSSM) - 100	Kindly confirm, the metioned estimated users are concurrent users or named users.	Please refer Addendum & Corrigendum.
101	Generic	IT Service Support Management (ITSSM) - 100	Is there any existing service Desk / ITSM Tool? What are the processes that are implemented in the Tool	No
102	Generic	IT Service Support Management (ITSSM) - 100	How many End Users (Employees) who use Self Service and How many are support Staff (working on Tickets – L1, L2 & L3, Approvers etc)	Please refer Addendum & Corrigendum.
103	Generic	IT Service Support Management (ITSSM) - 100	Are there any in-flight projects related to ITSM scope? If yes, please provide more details	Detailed requirement will shared during Blueprint
104	Section 14.1 Point 17, page 50	High Availability & Disaster Recovery	Does HA and DR functionalities are applicable for ITSSM solution as well. Kindly confirm	Yes
105	Section 2.5.6.1 , page 68	Data Migration	Do we have to perform any data migration for ITSSM solution. If yes, please provide more details like from which ITSM tool and what kind of data we have to migrate?	No
107	Generic	Post Go-Live Support	How many workflows and what type of changes we have to consider for Change management process?	RFP terms prevail.
108	Generic	Post Go-Live Support	How many and what type of service request we have to consider for Service Request management process?	Plz refer 2.6.3 for details.
109	Generic	Post Go-Live Support	Do we have to factor separate system sizing for Dev/ Test enviornments as part of proposed solution for ITSSM implementation?	Yes

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
110	Generic	Additional clause request	Kindly provide deemed acceptance time period; i.e. What is the time period within which we can expect the Customer to provide feedback/ acceptance notice upon submission of a deliverable? This is very important because further phases may be dependent on the deliverables from the current phase and progressing into the next phase will depend on the product delivered in the current phase. Hence kindly provide the deemed acceptance time period of deliverables.	Please refer 2.7.3.2.
111	Generic	Additional clause request	Kindly provide a deemed acceptance time period of invoices, i.e. what is the time period within which we can expect the Customer to provide a feedback/ acceptance upon submission of an invoice.	RFP terms prevail.
112	Section 2.8.9, Page 83	Indemnity	We would like to understand that why performance indemnity is being asked for. As we understand indemnities are generally asked for the unanticipated losses for e.g. third party IPR infringement claim/ breach of confidentiality etc. Request deletion of performance indemnity as alternate remedies are being provided by Tech Mahindra.	RFP terms prevail.
113	Section 2.8.8, Page 82	Limitation of Liability	we request to cap the Limitation of Liability to last twelve month charges paid by the Customer immediately preceding the date of claim.	RFP terms prevail.
114	Section 3.11	Terms of contract	we deserve a mutual termination right under the Contract, if either party commits a material breach (including but not limited to non- payment) of the contract not curable within 30 days of giving a notice to remedy the breach.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
115	Section 2.8.10 Page 83	Third Party claims	We have not seen any terms and conditions regarding the usage and rights in third party software/ hardware. We propose to include an overriding statement in the contract stating that the client will sign EULA (End user license agreement) with OEM/ third party and the said agreement shall be the governing document with respect to usage and rights in such third party product. Request to consider this.	RFP terms prevail.
116	Generic	Additional clause request	We request to add a clause in the contract to the effect that "irrespective of the reason of termination of this contract, we will be entitled to recover all its committed and or non- cancellable cost.	RFP terms prevail.
117	Generic	Additional clause request	We request that mutual co-operation between the parties is a sine qua non for successful completion of any project. Hence, we request to add a mutual dependency clause in the Agreement to the effect that if a party fails to fulfill its obligation(s), the other party shall be excused from performing the reciprocal obligations to the extent such failure prevents the other party from performing the obligations, and the failing party shall grant extension of time to the other party and reimburse for the additional cost incurred by that party, due to such failure.	RFP terms prevail.
118	Generic	Additional clause request	We understand that the Client has a right to hire third party and get the affected services complete, if we materially fail to provide the services/ part of services in accordance with the contract. We propose such additional cost in no event shall exceed 10% of the difference between the charges that would have been payable to us for the affected services and the additional cost incurred.	RFP terms prevail.



#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
119	Section 2.5.5 . Go Live and Hyper Care Support	The database administration, server administration, security administration, user administration and tasks arising due to software version upgrade or hardware upgrade will be the responsibility of SI for the solution deployed as part of this project.	TechM understands that the version/Enhancement Pack upgrade of ERP software needs arising after implementation and hyper care would be independent requests/project and not part of this RFP.	No, this is part of the bidder's scope.
120	Section 2.5.6 . Release Management	Every even numbered release is recommended to include technical patch upgrade as well as enhancement pack upgrade to [latest patch level – 1] as on start of release alignment cutoff date. The upgrade process should be followed from the release 2 onward. Any associated cost of this upgrade and corresponding release management should be added as part of monthly support charges and no additional change request would be considered for the same during the contract period. The patch upgrade should be done with proper impact assessment, report on additional features and functional outcomes followed by approval from SMC.	For ERP software, enhancement pack upgrade would be independent requests/project and not part of this RFP. Request confirmation.	No, this is part of the bidder's scope.
121	Section 2.5.6.1 , page 68	Data cleansing and preparation ,Extracting Master and Transactional data from legacy applications Transforming the data into the necessary format to load into Quality & Production servers	Request please share Volumetrics for the Data migration Involved.	Plz refer Appendix 3: DATA MIGRATION DETAILS. Detailed requirements will be finalized during Business blueprint phase.
122	Appendix 3	Decision on whether to migrate opening balances or legacy transactional data will be taken during the implementation taking in to account business requirements, legal requirements, merits and demerits presented for each case. Historical documents scanning is not in scope.	Legacy Transactional Data Migration would involve lot of additional efforts from SI. Request confirmation that there would be a separate Change request given in the even that legacy transactional data migration is decided to be done.	RFP terms prevail.
123	Pg. 3	Last date for Bid Submission: 12/07/2018	Request for providing 3-4 weeks time from the date of issue of pre-bid clarifications for submission of technical & price bids	Please refer Addendum & Corrigendum.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
124	Pg. 86	EMD of Rs. 50,00,000 (Rupees Fifty lakhs only) whereby 50% amount shall be in the form of Demand Draft / Banker's Cheque in favour of "Surat Smart City Development Limited", from Nationalized or Scheduled bank and 50 % amount shall be in the form of Bank guarantee of any nationalized / scheduled banks with validity of 180 days from the date of Bid opening.	Request SSCDL to kindly accept 100% of EMD in the form of Bank Guarantee valid for 180 days from the date of bid opening	RFP terms prevail.
125	2.7.2 Project phases and deliverables; Pg. 75	Note 2. For delay of every week per milestone, a penalty of 1% of payment for corresponding/relevant milestone would be deducted, provided the delay is attributable to the vendor. The decision of SMC/SSCDL will be binding in this regard.	Request SSCDL to kindly modify as follows " For delay of every week per milestone, a penalty of 0.5% of payment for corresponding / relevant milestone would be deducted, provided the delay is attributable to the vendor. The decision of SMC/SSCDL will be binding in this regard"	RFP terms prevail.
126	Pg. 78	2.7.3 Payment Schedule or payment terms during implementation a. Payment 95% on respective product installation certified by SI on completeness, validity and correctness of the product installed. b. 5% after Release-1 UAT signoff	License cost must be paid as 100% on delivery. As per impact of GST, the Taxation should be 100% with delivery of goods/licenses. Request the Dept. to modify the payment terms in sync with this requirement.	RFP terms prevail.
127	3.11 TERMS OF CONTRACT , 93 Pg	3.11.24 The personnel of implementation team as per the resource deployment plan will observe the work-time of 8 hours per day, and follow SMC's calendar; but they may have to put in extra time whenever called for by SSCDL without any additional charges. The bidder shall make necessary arrangements during post implementation support to meet defined SLAs.	Any extra hours of work beyond 8 hours put in by resources will be charged as overtime at rate as agreed mutually.	RFP terms prevail.
128	3.11 TERMS OF CONTRACT , 94 Pg	3.11.37 Solvency certificate: Valid Solvency Certificate amounting to minimum 20% of the consideration of the Contract from a scheduled/nationalized bank to be submitted by the bidder along with technical proposal. Bidder may resort to submitting a solvency certificate of higher value to keep its prices disguised.	Kindly remove this clause. SSCDL has EMD at its disposal as a security given by the bidder.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
129	3.11 TERMS OF CONTRACT , 96 Pg	3.11.47 Ownership and Licenses: The ownership of all software developed/ customized/ configured/ procured as part of the project and related documentation for the project would always lie with the SMC. All licenses for software procured related to project have to be in the name of SMC.	Kindly add to the clause that ownership of all software /hardware will be transferred to SMC on delivery of the same.	Please refer Addendum & Corrigendum.
130	8.6 TAX LIABILITY, 118 Pg	a) The rates quoted online in Price Proposal Section-10 shall be exclusive of GST but inclusive of any other directly or indirectly applicable taxes. GST as applicable shall be payable by the Authority to the Selected Bidder based on invoice raised and on submitting the evidence of payment of such Service Tax including surcharges. Any deviations due to change in the rate of directly applicable taxes and duties except GST would be Liability of the Selected Bidder. If any other tax is introduced by the Government of India replacing the GST, the same will be made applicable accordingly.	Kindly accept price bid exclusive of services tax, sales tax, cess and levies which are charged on the goods & services delivered to customer.  SMC shall be charged taxes applicable at the time of billing. Therefore, if there is any introduction of new taxes or change in tax rates by the Government will be passed on customer at the time of billing.	RFP terms prevail.
131	Form –1.14: Format for Performance Bank Guarantee, 141 Pg	a) The SI shall maintain a valid and binding Performance Guarantee for a period of six months after the expiry of the Contract Period (“Validity Period”).The guarantee herein contained shall remain in full force and effect during the subsistence of the said AGREEMENT and that the same will continue to be enforceable till all the claims of SSCDL are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till SSCDL certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.	Kindly accept PBG valid for 3 months after the expiry of the contract period. And it must be returned at the end of its validity period, after making any legitimate deductions.	RFP terms prevail.
132	General	Payment	Please add a clause as to Payment shall be released within 30 days of Invoice. Payments delayed beyond 30 days from date of invoice will attract 2% interest per month or part thereof.	RFP terms prevail.
133	2.8.2 Monthly Penalty for Missed KPIs; Pg. 78 and 2.8.7 Penalty; Pg. 83		Request SSCDL to cap the overall Penalty / SLA to 10% of the total contract value	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
134	2.8.8 Limitation of Liability; Pg. 82		Request to kindly cap the Limitation of Liability to 10% of Total Contract Value	RFP terms prevail.
135	Pg. 91	3.11.12 Intellectual Property Rights	We understand that the IPR of any pre-existing work (SW) of the Bidder used for implementing the project shall lie with the Bidder. The IPR for Bespoke/COTS SW shall lie with SSCDL. Please confirm	RFP terms prevail.
136	Pg. 101	d) The Bid must be sent strictly by Postal Speed Post or Registered Post AD only so as to reach on or before 06.06.2017 up to 18.00 hrs. Bids received in any other manner or mode (like courier, in person, etc.) will not be considered. SSCDL won't be responsible for postal delays.	Considering the postal delays, we request SSCDL to allow submission of hard copy of technical bid in person also.	RFP terms prevail.
137	6.4 FINAL EVALUATION OF PROPOSAL; Pg. 113	The final evaluation of proposals shall be on the principle of Quality Cum Cost Based Selection (QCBS) based on the final weighted score. A weightage of 60% will be assigned to the Technical Bid Score and a weightage of 40% will be assigned to the Financial Bid Score.	Request to kindly amend the weightage of technical bid evaluation to 80% and financial bid score to 20%	RFP terms prevail.
138	General	Liquidated Damages	Please cap the Liquidated Damages to 5% of the TCV.	RFP terms prevail.
139	6.2- TECHNICAL EVALUATION CRITERIA/2 ;Page no110	Relevant experience of bidder in proposed Workflow/ BPM based E-office applications implementation in Public Sector Units(PSU)/State/Central Govt./ULB/Banks (Nationalised/Private Sector as per RBI)/Insurance Companies (registered by IRDA) in India in past 10 years (as on date of issuance of Bid) (maximum 2 projects) ▶ For the project having user base of more than 200 users – 5 marks each ▶ For the project having user base of more than 100 users – 3.5 marks each	Kindly modify this clause to " Relevant experience of bidder in Bespoke /proposed Workflow/ BPM based E-office applications implementation in Public Sector Units(PSU)/State/Central Govt./ULB/Banks (Nationalised/Private Sector as per RBI)/Insurance Companies (registered by IRDA) in India in past 10 years (as on date of issuance of Bid) (maximum 2 projects) ▶ For the project having user base of more than 200 users – 5 marks each ▶ For the project having user base of more than 100 users – 3.5 marks each "	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
140	6.1.3 - Pre-Qualification Criteria – Workflow/ BPM based E-office applications/3 ;Page no 109	The product must be listed in the latest Gartner Magic Quadrant (2016 or later) of Enterprise Content Management and Intelligent Business Process & Management	This criteria will restrict the bidder to propose various standard, robust , proven application platforms available in the industry. So request to kindly remove this Prequalification criteria	RFP terms prevail.
141	6.1.2 - Pre-Qualification Criteria - System Integrator/2 ;Page no 105	The prime bidder should have average turnover of minimum INR 150 crores in last three financial years (FY-13-14, FY-14-15, FY-15-16) from IT/ ITeS	Kindly modify this clause to " The prime bidder should have average turnover of minimum INR 500 crores in last three financial years (FY-13-14, FY-14-15, FY-15-16) from IT/ ITeS	RFP terms prevail.
142	2.1.1 ERP Off-The-shelf core modules PG # 16	COTS ERP	Kindly allow Be-spoke solution also ,	RFP terms prevail.
143	2.1.3 Estimated number of users PG# 18	Estimated number of users	Kindly provide the internal concurrent users , approximate external users and concurrency	Detailed requirements will be finalized during Business blueprint phase.
144	2.5.6.1 Data Migration PG# 68	Data Migration	Kindly provide the following details 1) Volume of the data to be migrated 2) What all the databases (Make and version) 3) Will the clean data for migration would be provided at centralized location	Plz refer Appendix 3: DATA MIGRATION DETAILS. Detailed requirements will be finalized during Business blueprint phase.
145	2.5.7 Capacity Building & Training PG#69	Capacity Building & Training	Kindly provide the following details 1) Number of sessions 2) training space , projectors, power , desktops , furniture , connectivity will be provided by department 3) Department would make sure 100% attendance 4) Can SI opt for digital training method	Detailed requirements will be finalized during Business blueprint phase.
146	2.5.9 Certification PG#71	The bidder to get the implemented solution ISO 27001 certified by STQC	Kindly clarify separate certification of ISO 27001 is required if the bidders are ISO 27001 certified	RFP terms prevail.
147	2.5.6 Release Management PG# 68	In case of any upgrade in hardware, OS and database upgrade, selected SI has to migrate the solution to new version,	Major upgrade of system software needs to be tested with the application .	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
148	General		Kindly clarify the department would provide the following 1) Required servers 2) Required system software , DB , middle ware 3) Required Storage 4) Connectivity - DC&DR and end locations 5) Security subsystems (firewall , DDOS , IPS , Antivirus ) 6) Required space , rack , cooling , power at DC & DR	Please refer Section 11 : IT Infrastructre Requirements
149	2.8.8, Pg 82	Limitation of Liability	Please restrict the liability to the amount of 12 months of fees paid under that applicable work that gives rise to such liability	RFP terms prevail.
150	2.8.8, Pg 82	Limitation of Liability	Exclusions of all indirect liabilities need to include special, indirect, incidental, exemplary or punitive damages, apart from consequential	RFP terms prevail.
151	2.8.7 Penalty; Pg.82	In case the overall support of the bidder to the SSDCL is not found sufficient or satisfactory, the same will also amount to failure and attract a penalty generally up to 10% of the consideration of Contract.	Maximum penalty including SLA breach need to be limited to 5% of the payment due for the period for which it is measured	RFP terms prevail.
152	3.11.12, Pg 91	Intellectual Property Rights:	Bidder will provide third party IPR infringement	RFP terms prevail.
153	3.11.12, Pg 91	Intellectual Property Rights:	Please include standard exclusions and remedies in IPR indemnity	RFP terms prevail.
154	3.11.10, Pg 91	Termination / Withdrawal	Bidder also should have Termination rights in event of breach of any terms and conditions of the RFP or for delayed payment by the Client	RFP terms prevail.
155	2.0 Scope of Work;Pg.14	The proposed ERP implementation and post-implementation support at SMC aims to best utilise latest technology for SMC operations and envisages to take the computerization of the corporation to the next level.	Please confirm whether SMC is open for Cloud ERP solution for some of its business processes viz. HCM, Financials, etc. Please specify if SaaS (Software as a Service) Cloud solution will be acceptable to SMC	No.
156	2.1.1 ERP Off-The-shelf core modules(b)	Human Resource, Payroll & Employee self-service	Please specify if all of the 20180 employees across Class 1, 2, 3 & 4 are in Payroll of SMC	Please refer 10.3.3 Schedule-C: Software Licenses for ERP and e-Office using DMS and BPM & ATS Cost

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
157	2.3 INTEGRATION REQUIREMENTS	Necessary integration shall have to be undertaken by the SI.	Please specify how many interfaces needs to be considered between existing 38 applications of SMC with the new ERP solution to be implemented. Can we assume one interface per integration between existing applications of SMC with each of the modules (say Finance, Payroll, etc.) of the new ERP solution.	Detailed requirements will be finalized during Business blueprint phase.
158	2.5.6.1 Data Migration	Data cleansing and preparation Extracting Master and Transactional data from legacy applications	We understand that extraction of data from existing legacy applications of SMC needs application knowledge of these legacy systems and hence data extraction from legacy applications will be responsibility of existing IT team of SMC. As an SI, TCS will provide templates for master data, transaction data and open balances in which SMC IT team will provide data in prescribed formats extracting those from existing legacy system & then cleansing the data. Please confirm if this approach is acceptable to SMC. Also, TCS will migrate only master data, transaction data & open balances from pre-defined templates into the new ERP solution to be implemented, historical data will not be migrated. Please confirm if this is fine with SMC.	RFP terms prevail.
159	2.5.3 Realisation; Pg.65	The selected system integrator shall design the traceability matrix, Test cases and conduct testing of various components of the software developed/customized for the Project	We understand that Performance or Non-functional testing is out of scope. Please confirm.	RFP terms prevail.
160	2.7.1 Timelines & Deliverables;	The implementation (Release 0 and 1) must be completed in 8 months and 14 months respectively and post implementation support will be for overall 7 years of contract period starting post first release Go-Live.	Please provide the rationale for implementing the solution in 2 phases/releases i.e. R0 and R1. Please mention which of the modules/applications/business functions will go-live in R0 and R1 respectively.	Plz refer 2.7- Deliverables & Payment and 2.5.6 Release Management for details.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
161	2.7.1 Timelines & Deliverables	The implementation (Release 0 and 1) must be completed in 8 months and 14 months respectively and post implementation support will be for overall 7 years of contract period starting post first release Go-Live.	We understand that R0 will go-live in 8 months and R1 in 14 months, followed by 3 months of Hypercare support starting after go-live for each of these releases. Also, post go-live support (PGLS) will start from first go-live (R0) and will continue till 7 years of overall contract period i.e. duration of PGLS will be 4 months + 6 years starting from R0 Go-live. Can you please confirm if this understanding is correct.	Please refer Addendum & Corrigendum.
162	2.5.5 Go-Live and Hypercare Support	The SI is expected to provide training to SMC project team on these software, tools, scripts, accelerators, and processes during different phases of the project as and when these are deployed.	We understand that TCS will train the core users of SMC adopting "Train the Trainer" approach and these core users will in turn train the end users of SMC. Please confirm.	RFP terms prevail.
163	14. Technical Requirements	14.2 Document Management Requirements	What kind of Content Management server is currently being used? If none is being used currently, is one planned for future use? Are you looking at a COTS product like Oracle WebCenter Content or any other open source products?	Currently there is no CMS in use. Bidder to propose solution meeting the RFP requirements.
164	14. Technical Requirements	14.2 Document Management Requirements	What would be the approval process for new content into the system? For example, author and editor revisions or some other workflow?	Detailed requirements will be finalized during Business blueprint phase.
165	14. Technical Requirements	14.2 Document Management Requirements	What would be the volume of contents stored in the repository - No. of Files/documents - Average size of files/documens	Detailed requirements will be finalized during Business blueprint phase.
166	14. Technical Requirements	14.2 Document Management Requirements	Are there any integration requirements of the content management system with any other external systems? If yes, then provide the list of applications that would be integrated with Document Management System.	Detailed requirements will be finalized during Business blueprint phase.
167	14. Technical Requirements	14.2 Document Management Requirements	Do you have requirement to provide complete imaging management—from creating to archiving?	Detailed requirements are mentioned in 14.2.



#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
168	14. Technical Requirements	14.2 Document Management Requirements	Do we need to extract and capture the data elements from the forms by using OCR/ICR or zonal OCR features? Is this extracted data to be used in any other system other than the associated Document Management System (DMS)?	Please refer Addendum & Corrigendum.
169	14. Technical Requirements	14.2 Document Management Requirements	Can you please elaborate the following line " The solution should have the capability to capture the document through mobile devices along with indexing."?	Plz Refer 14.2 Document Management Requirements. Detailed requirements will be finalized during Business blueprint phase.
170	14. Technical Requirements	14.2 Document Management Requirements	Can you please elaborate the following line " The copy of the document should be automatically deleted from the capturing mobile, once the document is transferred to DMS., as well as, compression features to compress the large size files to a smaller size file."? Are you looking to build a hybrid mobile app from scratch for this?	Bidder to propose and provide relevant solution to fulfil the requirement.
171	14. Technical Requirements	14.2 Document Management Requirements	Can you please let us know if you are looking at any 3rd party or custom solution for the following requirement " The solution should provide support for automatic document quality analysis so that any bad quality document doesn't get uploaded to the Document Management System."?	Bidder to propose and provide relevant solution to fulfil the requirement.
172	Scope Section 2-Pg 14	Migration of all data from some of the existing applications	How many years of Actual/Forecast data will need to be Migrated for Planning Purpose?	Detailed requirements will be finalized during Business blueprint phase.
173	Scope Section 2-Pg 14	Integration of applications/software implemented	How many upstream and downstream integrations are being proposed for the Planning solution?	Detailed requirements will be finalized during Business blueprint phase.
174	Scope Section 2-Pg 14	Capacity building and training	We assume an "On Premise" implementation. For Capacity Building, how many environments are being envisaged for building the Planning solution? Development,Production etc	Bidder to propose and provide relevant solution to fulfil the requirement.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
175	2.2 Module wise Functional Requirements 1.8 Budget, Funds & Grants-Pg 22	Ability to maintain budget centers to manage & control budgets	We understand that Cost Center/Budget Center Budgeting is in scope for Revenue & Expense only. Please Confirm. If Yes, will Revenue & Expense Planning be driver based?	Detailed requirements will be finalized during Business blueprint phase.
176	2.2 Module wise Functional Requirements 1.8 Budget, Funds & Grants-Pg 22	Ability to maintain budget centers to manage & control budgets	For In Built Budget Preparation, will Revenue & Expense Planning be driver based?	Detailed requirements will be finalized during Business blueprint phase.
177	2.2 Module wise Functional Requirements 1.8 Budget, Funds & Grants-Pg 22	Ability to maintain original budget, revised budget, supplementary budget and latest forecast	What is a Supplemenatry Budget? How many forecasting scenarios are required to be maintained?	Detailed requirements will be finalized during Business blueprint phase.
178	2.2 Module wise Functional Requirements 1.8 Budget, Funds & Grants-Pg 22	Alerts for important events	How many users are expected for the Planning solution?	Detailed requirements will be finalized during Business blueprint phase.
179	2.2 Module wise Functional Requirements 2.10 Employee Self Service & Manager self service-Pg 29	Human Resource Budgeting	We understand that Workforce Budgeting is in scope. Please Confirm	Yes.
180	2.2 Module wise Functional Requirements 4.7 Financial Planning-Pg 36	To provide various techniques for planning costs and revenues in Project System depending on financial planning requirements	We understand that Project Budgeting is in scope. Please Confirm. If Yes, is it expected to be done in the Project Module of ERP? What is the level of complexity for Project Budgeting?	Yes. Detailed requirements will be finalized during Business blueprint phase.
181	2.2 Module wise Functional Requirements 4.7 Financial Planning-Pg 36	To provide various techniques for planning costs and revenues in Project System depending on financial planning requirements	What is the level of complexity for Project Budgeting? Are Business Cases expected to be built in the Project system?	Detailed requirements will be finalized during Business blueprint phase.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
182	2.2 Module wise Functional Requirements 4.7 Financial Planning-Pg 36	One can allocate budget to projects	What is the level of complexity for Project Allocation? Is the Allocation process applicable for Budget only or will it also apply to Actuals and Forecasts? Is Allocation a multi stage process?	Detailed requirements will be finalized during Business blueprint phase.
183	2.2 Module wise Functional Requirements 4.11 Project Reporting-Pg 36	Project System provides various standard reports for real-time reporting of financial and logistic project data.	How many reports are expected from the Budgeting Solution?	Detailed requirements will be finalized during Business blueprint phase.
184	2.4.9 / Pg. 61	2.4.9 - Warranty, ATS and Annual Maintenance Services	Bidder suggests the clause be added as under; Warranty terms & conditions with respect to software, hardware and/or equipment, as the case may be, which are agreed to be provided by the Bidder shall be provided on a pass-through basis if and to the extent provided under the terms and conditions of the respective software and/or hardware vendor/OEM.	RFP terms prevail.
185	2.4.9 / Pg. 61	2.4.9 - Warranty, ATS and Annual Maintenance Services	The Bidder's Services shall be provided in a professional and workmanlike manner.	RFP terms prevail.
186	2.4.9 / Pg. 61	2.4.9 - Warranty, ATS and Annual Maintenance Services	Warranty exceptions clause shall be added.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
187	2.4.9 / Pg. 61	2.4.9 - Warranty, ATS and Annual Maintenance Services	(a) Bidder shall have no liability in the case of breach of the above warranties due to (i) use of the Deliverables on any environment (hardware or software) other than the environment recommended or approved by Bidder, (ii) the combination, operation, or use of some or all of the Deliverables with information, software, specifications, instructions, data, or materials not approved by Bidder; (iii) the Deliverables having been tampered with, altered or modified by SSCDL without the written permission of Bidder or (iv) use of the Deliverables otherwise than in terms of the relevant documentation. In case of breach of this warranty, SSCDL's exclusive remedy will be to obtain at the option BIDDER (1) the re-performance of the service or the correction or replacement of the affected Deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the project fees allocable to that portion of the Deliverable will be due to SSCDL is already paid by SSCDL.	RFP terms prevail.
188	2.4.9 / Pg. 61	2.4.9 - Warranty, ATS and Annual Maintenance Services	(b) THE WARRANTIES PROVIDED HEREIN ABOVE BY BIDDER ARE IN LIEU OF ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THAT OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE IS SPECIFICALLY DISCLAIMED BY BIDDER.	RFP terms prevail.
189	2.4.9 / Pg. 61	2.4.9 - Warranty, ATS and Annual Maintenance Services	Notwithstanding anything contained in this Agreement, with respect to any third party software or component including equipments (irrespective of whether procured by Bidder or by SSCDL), the warranties, representations, indemnities and other license terms and conditions provided by the concerned third party will apply.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
190	2.7.4 / Pg. 76	Payment Schedule for Support, ATS and AMC.	Bidder suggests the clause be modified as under;	RFP terms prevail.
191	2.7.4 / Pg. 76	The payment to the Selected Bidder shall start on a quarterly basis based on SLAs in the Support phase. This would also include any Annual technical support and AMC charges of the products.	The payment to the Selected Bidder shall start on a quarterly basis based on SLAs in the Support phase. This would not include any Annual technical support and AMC charges of the products.	Please refer Addendum & Corrigendum.
192	2.7.4 / Pg. 76	The payment to the Selected Bidder shall start on a quarterly basis based on SLAs in the Support phase. This would also include any Annual technical support and AMC charges of the products.	All invoices and bills for the Application Software will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation. All payments are to be made by demand draft/cheque favouring TATA CONSULTANCY SERVICES LIMITED. 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 the Authority and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.	RFP terms prevail.
193	2.7.4 / Pg. 76	The payment to the Selected Bidder shall start on a quarterly basis based on SLAs in the Support phase. This would also include any Annual technical support and AMC charges of the products.	All fees payable to Bidder are exclusive of any sales, use, value added tax, service taxes 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, Authority shall be responsible to pay or reimburse Bidder the amount of such 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 Authority. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
194	2.8 / Pg. 77	KPIS & SLA	Bidder suggests the clause be modified as under; Downtime exceptions to be added.	RFP terms prevail.
195	2.8.2 / Pg .78	Monthly Penalty for Missed KPIS.	Bidder suggests the clause be modified as under;	
196	2.8.2 / Pg .78	b) Penalty for missed KPIS (KPI at sr. 5 to 8) (up to 3) in a particular month: 5% deduction of relevant implementation milestone/monthly support cost	b) Penalty for missed KPIS (KPI at sr. 5 to 8) (up to 3) in a particular month: 5% deduction of relevant implementation milestone/monthly support cost	RFP terms prevail.
197	2.8.2 / Pg .78	c) Penalty for missed KPIS (KPI at sr. 5 to 8) (up to 6) in a particular month: 10% deduction of relevant implementation milestone/monthly support cost	c) Penalty for missed KPIS (KPI at sr. 5 to 8) (up to 6) in a particular month: 10% deduction of relevant implementation milestone/monthly support cost.	RFP terms prevail.
198	Additional clause request		Downtime exceptions to be added.	RFP terms prevail.
199	Additional clause request		The Penalty shall be leviable only in the event the delays are solely and entirely attributable to the Bidder and the same has not been cured within the notice period.	RFP terms prevail.
200	2.8.7 / Pg. 82	Penalty a) In case the overall support of the bidder to the SSDCL is not found sufficient or satisfactory, the same will also amount to failure and attract a penalty generally up to 10% of the consideration of Contract. The penalty will be proportionate to the time period for which the support is not found to be sufficient or satisfactory. b) In case the bidder fails to be compliant with SLAs and KPIS requirements at regular intervals as mentioned above, penalty will be imposed generally up to 10% of the consideration of contract depending upon the nature of failure or the short-fall.	Bidder suggests the clause be modified as under; a) In case the overall support of the bidder to the SSDCL is not found as per agreed terms the same will amount to failure and attract a penalty generally up to .....value of such delayed goods & services . The penalty will be proportionate to the time period for which the support is not found to be as per the agreed terms b) In case the bidder fails to be compliant with SLAs and KPIS requirements at regular intervals as mentioned above, penalty will be imposed generally up to ..... of the value of the non-complied goods & services depending upon the nature of failure or the short-fall.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
		<p>c) In case a serious bug/ flaw/ error is found in a system or the system is not found working as intended/ satisfactorily/ properly due to the software developed then in that case, generally a penalty of up to 10% of the consideration of contract will be imposed. The penalty will be proportionate to the delay in amending the bug / flaw / error, etc. after the date of report.</p>	<p>c) In case a serious bug/ flaw/ error is found in a system or the system is not found working as per agreed terms due to the software developed then in that case, generally a penalty of up to .....of the value of the delayed goods &amp; services will be imposed. The penalty will be proportionate to the delay in amending the bug / flaw / error, etc. after the date of report.</p>	
		<p>d) In case the support of the bidder's staff to the SMC is not found sufficient or satisfactory, the same will also amount to failure and attract a penalty generally up to 10% of the consideration of Contract. The penalty will be proportionate to the time period for which the support is not found to be sufficient or satisfactory.</p>	<p>d) In case the support of the bidder's staff to the SMC is not found as per the agreed terms a penalty generally up to ..... The penalty will be proportionate to the time period for which the support is not found to be sufficient or satisfactory.</p>	
		<p>e) In case of unavailability of the Application for the lack of proper configuration /administration / maintenance of the system by the bidder's staff at SMC, a direct penalty of 10% of the consideration of Contract will be imposed, charged.</p>	<p>e) In case of unavailability of the Application for the lack of proper configuration /administration / maintenance of the system by the bidder's staff at SMC, a direct penalty of ..... of the value of such delayed goods &amp; services will be imposed, charged</p>	
		<p>f) In case the bidder fails to deliver service as depicted in the scope of work, penalty will be imposed generally up to 10% of the consideration of contract depending upon the nature of failure or the short-fall.</p>	<p>f) In case the bidder fails to deliver service as depicted in the scope of work, penalty will be imposed generally up to .....such delayed goods &amp; servicest depending upon the nature of failure or the short-fall.</p>	
		<p>g) The cumulative value of penalties stated under the above clauses (a) to (f) could be up to 10% of the consideration of the contract.</p>	<p>g) The cumulative value of penalties stated under the above clauses (a) to (f) could be up to ..... value of the delayed goods &amp; services. However any nature of Penalty shall be levied only in the event that the delay is solely and entirely attributable to the Bidder and Bidder fails to cure the same within the notice period.</p>	
		<p>h) The decision of CEO/Chairman of SSCDL will be final and binding in case of the percentage of penalty to be applied, imposed in all the above cases to the bidder.</p>	<p>Please delete the clause</p>	

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
		i) In case of continued failure or short-falls from the established standard, the contract shall be terminated and no payments will be made nor will any damages be paid to the bidder besides forfeiting Security Deposit.	Please delete the clause	
201	2.8.8 / Pg. 82	<p>Limitation of Liability</p> <p>The SI's liability under shall be determined as per the Law in force for the time being. The SI shall be liable to the SMC/SSCDL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SI and its employees, including loss caused to SMC / SSCDL on account of defect in goods or deficiency in services on the part of SI or his agents or any person / persons claiming through or under said SI. However, such liability of SI shall not exceed the consideration of the contract.</p> <p>This limitation of liability shall not limit the SI's liability, if any, for damage to Third Parties caused by the SI or any person or firm acting on behalf of the SI in carrying out the scope of work envisaged herein.</p>	<p>Bidder suggests the clause be modified as under:</p> <p>The SI shall be liable to the SMC/SSCDL for the direct loss or damage occurred or caused on account of any act of omission on the part of the SI and its employees, including loss caused to SMC / SSCDL on account of defect in goods or deficiency in services on the part of SI or his agents or any person / persons claiming through or under said SI.</p> <p>The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount paid to Bidder by the BUYER under that applicable work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.</p> <p>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</p>	RFP terms prevail.



#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
			<p>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 BUYER 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 delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER, 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 BUYER. Such failures or delays shall be brought to the notice of the BUYER and subject to mutual agreement with the BUYER, 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 BUYER 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>	
202	2.8.9 / Pg. 83	Indemnity.	Bidder suggests the clause be modified as under;	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
203	2.8.9 / Pg. 83	The selected bidder agrees to indemnify and hold harmless SMC/SSCDL, its officers, employees and agents(each a "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses , claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from	The selected bidder agrees to indemnify and hold harmless SMC/SSCDL, its officers, employees and agents(each a "Indemnified Party") , from and against any direct losses , claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from	
204	2.8.9 / Pg. 83	(i) any mis-statement or any breach of any representation or warranty made by the Selected bidder or(ii) The failure by the selected bidder to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the selected bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created selected bidder pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by selected bidder or its representative pursuant to this Agreement, or the SLAs	. Against any direct losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created selected bidder pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by selected bidder or its representative pursuant to this Agreement, or the SLAs	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
		<p>(I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims") or (iii) any compensation / claim or proceeding by any third party against SMC/SSCDL arising out of any act, deed or omission by the selected bidder or (iv) Claim filed by a workman or employee engaged by the selected bidder for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. (v) Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.</p>	<p>(I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims") or (iii) (v) Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes. However;</p>	

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
			(a) Bidder shall have no liability for any claim of infringement based on: (i) use of a superseded or altered release of some or all of the Deliverables including, but not limited to, Bank's failure to use corrections, fixes, or enhancements made available by Bidder; (ii) the combination, operation, or use of some or all of the Deliverables or any modification thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by Bidder if the infringement would have been avoided by not combining, operating, or using the Deliverables or the modification thereof; (iii) some or all of the Deliverables or the modification thereof, which is based on Bank's material, data or design; (iv) any change, not made by Bidder, to some or all of the Deliverables or any modification thereof or (v) use of the Deliverables otherwise than for the purposes authorized hereunder.	
205	2.8.10 / Pg. 83	Third Party Claims. Subject to Sub-clause (b) below, the Selected bidder (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.	Bidder suggests the clause be modified as under; Both Parties shall indemnify each other from and against any losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.	RFP terms prevail.
206	3.11.3 / Pg. 90	TERMS OF CONTRACT 3.11.3 The Bidder is NOT allowed to Sub-contract any activities related to scope of this RFP.	Bidder suggests the clause be modified as under; 3.11.3 The Bidder is NOT allowed to Sub-contract any activities related to scope of this RFP without prior approval of SSCDL, where the approval shall not be unreasonably withheld by SSCDL.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
207	3.11.10 / Pg. 90	TERMS OF CONTRACT	Bidder suggests the clause be modified as under;	RFP terms prevail.
		3.11.10 :Termination / Withdrawal.	Termination / Withdrawal.	
		SMC/SSCDL reserves the right to withdraw/ terminate the contract in whole or in part with a written notice to the bidder without assigning any reason thereof. The general circumstances that may lead to termination can be inclusive of but not limited to the following:	Either Party reserves the right to withdraw/ terminate the contract in whole or in part with a written notice to the bidder by assigning appropriate reason thereof. The general circumstances that may lead to termination can be inclusive of but not limited to the following, if either Party:	
		- Bidder becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant organization	a. has a winding up order made against it; or	
		- Information provided to SSCDL is found to be incorrect;	b. has a receiver appointed over all or substantial assets; or	
		- Delivery conditions are not met within the specified time period and Bidder has failed to cure such breach within thirty days from the intimation of the same;	c. is or becomes unable to pay its debts as they become due; or	
		- Misleading claims about the Bidder are made;	d. enters into any arrangement or composition with or for the benefit of its creditors; or	
		- Clear evidence is received that Bidder has breached copyright laws/ plagiarized from another source;	e. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.	
		- If the bidder fails to perform any other obligation(s) under the contract;		
- If the Bidder fails to provide the satisfactory services during the implementation and post implementation support period.				
208	3.11.11 / Pg.91	TERMS OF CONTRACT	Bidder suggests the clause be modified as under;	RFP terms prevail.
		3.11.11 - If the Bidder does not execute the contract to the satisfaction of the SSCDL and fails to cure such default within thirty days from the intimation of the same, then the SSCDL may invoke any or all of the following clauses. - Forfeit the Security Deposit Amount - Terminate the contract without any liability of SSCDL towards the Bidder.	Delete the clause	
		Intellectual Property Rights.		

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
		<p>SSCDL shall remain the owner and have a right in perpetuity to use all newly created Intellectual Property Rights including but not limited to all processes, products, specifications, reports, customized code, design documents, other artifacts “conceptualized, created, and implemented” by the selected Bidder during the performance of the services under this contract. All documentation and configuration items such as scripts, code, queries etc. developed by the SI shall be property of SSCDL. The SI should create a repository of such resources and provide access to SMC/SSCDL.</p>	<p>SSCDL shall remain the owner and have a right in perpetuity to use all newly created Intellectual Property Rights including but not limited to all processes, products, specifications, reports, customized code, design documents, other artifacts “conceptualized, created, and implemented” by the selected Bidder during the performance of the services under this contract. All documentation and configuration items such as scripts, code, queries etc. developed by the SI shall be property of SSCDL. The SI should create a repository of such resources and provide access to SMC/SSCDL.</p>	
		<p>All analytical models, dictionaries and libraries created as a result of this engagement would be SSCDL proprietary, and all requisite Intellectual Property Rights shall be transferred to SSCDL from the time they are created and the selected SI has no right to assign, license, sell, or use any content conceptualized, created and implemented under this engagement and/or accompanying agreement to any third party under any circumstances. All the artifacts conceptualized, created, and implemented by the selected Bidder whether in tangible or intangible form shall bear relevant copyright notices in the name of SMC/ SSCDL. The selected SI shall take all such appropriate legal actions to safeguard violation of SSCDL’s intellectual property rights, if any.</p>	<p>All analytical models, dictionaries and libraries created as a result of this engagement would be SSCDL proprietary, and all requisite Intellectual Property Rights shall be transferred to SSCDL from the time they are created and the selected SI has no right to assign, license, sell, or use any content conceptualized, created and implemented under this engagement and/or accompanying agreement to any third party under any circumstances. All the artifacts conceptualized, created, and implemented by the selected Bidder whether in tangible or intangible form shall bear relevant copyright notices in the name of SMC/ SSCDL. The selected SI shall take all such appropriate legal actions to safeguard violation of SSCDL’s intellectual property rights, if any.</p>	

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
			<p>Further, If Bidder and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause (related to the ownership of IP), shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder. Further, Bank acknowledges that in performing Services and/or Deliverables pursuant to the RFP/ Agreement, Bidder may use Bidder's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services and/or Deliverables hereunder ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this RFP and Contract, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing</p> <p>Similarly, all the intellectual property rights in the third party product/software and hardware 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 Bank shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such products/software and/or hardware.</p>	

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
			Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement. For the purposes of clarity the TCS shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the Client, for any other client or customer of the TCS (including without limitation any affiliate, competitor or potential competitor of the Client). Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.	
209	3.11.30 / Pg. 94	<p>TERMS OF CONTRACT</p> <p>3.11.30 - In case the minimum resources are not available, penalty will be charged over and above the deductions as specified above at the following rate for the respective positions</p> <p>a. 25% of deduction amount as penalty for delay upto one month</p> <p>b. 50% of the deduction amount as penalty for delay of more than one month upto two months</p> <p>c. 100% of the deduction amount as penalty for delay of more than two months</p> <p>This will be applied even for positions that fall vacant during the contract period and also for such period during which resource was not available due to leave of absence for more than 5 days and substitute is not provided.</p>	WE DO NOT ACCEPT THIS REQUIREMENT.	RFP terms prevail.



#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
210	3.11.41 Pg. 95	<p>TERMS OF CONTRACT</p> <p>Without prejudice to the rights of the SMC/SSCDL and the rights and remedies which SMC/SSCDL may have under the LOI/LOA or the Agreement, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI/Work Order or the execution of the Agreement, such Bidder shall be debarred or blacklisted, as the case may be, is found by the authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.</p>	WE DO NOT ACCEPT THIS REQUIREMENT.	RFP terms prevail.
211	3.11.43 /Pg. 96	<p>TERMS OF CONTRACT</p> <p>It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.</p>	REPEAT / shall be covered in Indemnity Clause.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
212	7.5 / Pg. 115	<p>VERIFICATION AND DISQUALIFICATION.</p> <p>(iii) In case it is found during the evaluation of Proposals or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification/eligibility criteria/ conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Selected Bidder, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or the Selected Bidder. In such an event, the Authority shall be entitled to forfeit the EMD or Security Deposit, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.</p>	WE DO NOT ACCEPT THIS REQUIREMENT.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
213	8.6 / Pg. 118	<p>Tax Liability.</p> <p>a) The rates quoted online in Price Proposal Section-10 shall be exclusive of GST but inclusive of any other directly or indirectly applicable taxes. GST as applicable shall be payable by the Authority to the Selected Bidder based on invoice raised and on submitting the evidence of payment of such Service Tax including surcharges. Any deviations due to change in the rate of directly applicable taxes and duties except GST would be Liability of the Selected Bidder. If any other tax is introduced by the Government of India replacing the GST, the same will be made applicable accordingly.</p>	<p>Bidder suggests the clause be modified as under;</p> <p>a) The rates quoted online in Price Proposal Section-10 shall be exclusive of GST and any other directly or indirectly applicable taxes. GST as applicable shall be payable by the Authority to the Selected Bidder based on invoice raised and on submitting the evidence of payment of such Service Tax including surcharges. Any deviations due to change in the rate of directly applicable taxes and duties shall be mutually decided by both the Parties. If any other tax is introduced by the Government of India replacing the GST, the same will be made applicable accordingly.</p>	RFP terms prevail.
214	8.6 / Pg. 118	<p>c. GST (Goods &amp; Service Tax) has come in existence from 1st July 2017..... Performance Guarantee Amount. If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor/Successful Bidder Only, in no case SMC shall be liable for the same.</p>	<p>Bidder suggest the clause be modified as under;</p> <p>c. GST (Goods &amp; Service Tax) has come in existence from 1st July 2017..... Performance Guarantee Amount. If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by both the Parties.</p>	RFP terms prevail.
215	Form 1.9 / Pg. 131	Non-Disclosure Agreement.	<p>Bidder suggests the following Clauses be added;</p> <hr/> <p>This restriction does not limit the right to use information contained in the data if it:</p> <p>a. Is obtained from another source without restriction.</p> <p>b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;</p> <p>c. becomes generally known to the public without violation of this Proposal;</p>	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
			<p>d. is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information;</p> <p>e. is required to be provided under any law, or process of law duly executed.</p> <p>f. " Authority , agrees that during the course of Discussions/ Services, Authority is likely to receive or come into possession of information confidential/ proprietary to the Bidder ( including but not limited to information relating to software, trade secrets, know-how/ technical data, research, products, software services, development, inventions, processes, engineering techniques, strategies, etc) and except as agreed between the parties, Authority shall not disclose or divulge such confidential/ proprietary information to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly and that the terms and conditions herein above set out with respect of the confidential information of Authority, shall apply mutuatim mutandis to Bidder's confidential/ proprietary information.</p> <p>The term of such Non-disclosure agreement shall be for a term of .....years.</p>	
	Form 1.14 / Pg. 141 & 142	Format of Performance Bank Guarantee. The 2nd Paragraph	Bidder suggests following clause be modified as under;	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
		<p>AND FOR THE consideration aforesaid, we do hereby undertake to pay to SSCDL on demand without delay demur the said sum of Rs. .... (Rupees ..... only) together with interest thereon at the rate prescribed under ..... from the date of demand till payment or such lesser sum, as may be demanded by SSCDL from us as and by way of indemnity on account of any loss or damage caused to or suffered by SSCDL by reason of any breach, non-performance or default by the Company of the terms, covenants and conditions contained in the said AGREEMENT or in the due and punctual payment of the moneys payable by the Company to SSCDL thereunder and notwithstanding any dispute or disputes raised by the Company in any suit or proceeding filed before the Court relating thereto our liability hereunder being absolute and unequivocal and irrevocable AND WE do hereby agree that –</p>	<p>AND FOR THE consideration aforesaid, we do hereby undertake to pay to SSCDL on demand without delay demur the said sum of Rs. .... (Rupees ..... only) together with interest thereon at the rate prescribed under ..... from the date of demand till payment or such lesser sum, as may be demanded by SSCDL from us as and by way of indemnity on account of direct loss or damage caused to or suffered by SSCDL by reason of any breach, non-performance or default by the Company of the terms, covenants and conditions contained in the said AGREEMENT or in the due and punctual payment of the moneys payable by the Company to SSCDL thereunder and notwithstanding any dispute or disputes raised by the Company in any suit or proceeding filed before the Court relating thereto our liability hereunder being absolute and unequivocal and irrevocable—Provided such breach or delay is solely and entirely attributable to the Bidder and the same has been not been cured within the notice period of intimation of such delay.</p>	

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
		<p>f) Bank hereby agrees and covenants that if at any stage default is made in payment of any instalment or any portion thereof due to SSCDL under the said AGREEMENT or if the Company fails to perform the said AGREEMENT or default shall be made in fulfilling any of the terms and conditions contained in the said AGREEMENT by the Company, the Bank shall pay to SSCDL demand without any demur, such sum as may be demanded, not exceeding Rs..... (Rupees.....) and that the Bank will indemnify and keep SSCDL indemnified against all the losses pursuant to the said AGREEMENT and default on the part of the Company. The decision of SSCDL that the default has been committed by the Company shall be conclusive and final and shall be binding on the Bank/Guarantor. Similarly, the decision of SSCDL as regards the Agreement due and payable by the Company shall be final and conclusive and binding on the Bank /Guarantor.</p>	<p>f) Bank hereby agrees and covenants that if at any stage default is made in payment of any instalment or any portion thereof due to SSCDL under the said AGREEMENT or if the Company fails to perform the said AGREEMENT or default shall be made in fulfilling any of the terms and conditions contained in the said AGREEMENT by the Company, the Bank shall pay to SSCDL demand without any demur, such sum as may be demanded, not exceeding Rs..... (Rupees.....) and that the Bank will indemnify and keep SSCDL indemnified against all the losses pursuant to the said AGREEMENT and default on the part of the Company. The decision of SSCDL that the default has been committed by the Company shall be conclusive and final and shall be binding on the Bank/Guarantor. Similarly, the decision of SSCDL as regards the Agreement due and payable by the Company shall be final and conclusive and binding on the Bank /Guarantor.</p>	
			<p><u>The format of Bank Guarantee shall be:</u>  This Bank Guarantee issued by _____ Bank, on behalf of Tata Consultancy Services Limited / Vendor /Bidder /Service Provider / System Integrator in favor of _____/Customer/Client is in respect of a new Contract / extension of Contract dated _____.</p>	

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
			<p>As communicated by Tata Consultancy Services Limited / Vendor /Bidder /Service Provider / System Integrator, on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Tata Consultancy Services Limited / Vendor /Bidder /Service Provider / System Integrator by _____/Customer/Client , in respect of pervious contracts between Tata Consultancy Services Limited / Vendor /Bidder /Service Provider / System Integrator and _____/Customer/Client</p>	
			<p>As communicated by Tata Consultancy Services Limited / Vendor /Bidder /Service Provider / System Integrator on the date of execution of this Bank Guarantee , there are no outstanding disputes related to any pervious contracts / between Tata Consultancy Services Limited / Vendor /Bidder /Service Provider / System Integrator and _____/Customer/Client.</p>	
216	10.2 / Pg. 154	<p>GENERAL INSTRUCTIONS.</p> <p>10. No claim shall be entertained or become payable for price variation of additional quantities</p> <p>11. No escalations of prices will be considered under any circumstances</p>	<p>Bidder suggest the following clause be modified as under;</p> <p>10. In case of price variation of additional Quantities, the same shall be decided mutually by the Parties.</p> <p>Please delete the clause</p>	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
217	Additional Important Clauses to be Added	Cost Escalation	Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the BUYER, non-availability of facilities at the BUYER, increase in the scope of the agreed Change-Requirements or increase in the BUYER's Implementation support requirements etc., Bidder will bring this to the attention of the BUYER. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.	RFP terms prevail.
218	Additional Important Clauses to be Added	Non-Solicitation	The BUYER will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom.	RFP terms prevail.
219	Additional Important Clauses to be Added	Entire Agreement	Subject to any terms implied by law, this Agreement along with its annexures and schedules constitutes the entire agreement between Bank and the Bidder and supersedes any previous agreements or understandings between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.	Not in context of current RFP



#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
220	6.2 TECHNICAL EVALUATION CRITERIA Bidder's Profile [Total – 15 marks] Sr. No. 6/Pg. 111	<p>Consortium capability:</p> <ul style="list-style-type: none"> <li>▶ No Consortium / consortium with a partner having SEI CMM Level-5 Certificate – 5 marks</li> <li>▶ Consortium with a partner having SEI CMM Level-4 Certificate – 4 marks</li> <li>▶ Consortium with a partner having SEI CMM Level-3 Certificate – 3 marks</li> </ul>	<p>The existing clause in the evaluation criteria enticing bidder to avoid the Joint/Consortium bidding due to lose of marks because of consortium partner's lower SEI CMM certification. The clause should promote the cause of formation of consortium and cumulative capabilities like additional ISO standards like 9001, 27001, 20000 which is more relevant to the project should be evaluated.</p> <p>We request SMC to please amend the evaluation criteria as: Consortium Capability: Consortium with SEI CMM 5 (Prime) + SEI CMM 3 (Consortium Partner) and additional</p> <ul style="list-style-type: none"> <li>▶ ISO 9001 – 2.5 Marks</li> <li>▶ ISO 27001 – 2.5 Marks</li> </ul>	RFP terms prevail.
221	Form –1.2 B: Joint Bidding Agreement/ Clause iii.	The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills, and trained manpower commensurate with its role and responsibilities and terms of RFP.	We assume that the role and responsibility of any consortium member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the pre-qualification criteria. Please confirm.	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
222	6.1.2 Pre-Qualification Criteria - System Integrator  page 106 of 186	5. The Prime Bidder should have experience of implementing at least one project with same COTS ERP (as proposed) solution with minimum project value of Rs. 3 crore (excluding hardware cost) or 300 transactional users, encompassing any three out of the following five modules in last ten (10) years (as on date of issuance of Bid). a. Financial Accounting and Costing b. Payroll and HR c. Project Management d. Purchase and material management e. Asset management	we request department to change the clause as:  5. The Prime Bidder ( <b>or any member of consortium</b> ) should have experience of implementing at least one project with same COTS ERP (as proposed) solution with minimum project value of Rs. 3 crore (excluding hardware cost) or 300 transactional users, encompassing any three out of the following five modules in last ten (10) years (as on date of issuance of Bid). a. Financial Accounting and Costing b. Payroll and HR c. Project Management d. Purchase and material management e. Asset management	RFP terms prevail.
223	6.1.2 Pre-Qualification Criteria - System Integrator  page 107 of 186	6. The Prime Bidder should have executed atleast 3 projects which includes implementation or post implementation support for COTS ERP* solution in India with minimum project value of Rs. 3 crore (excluding hardware cost) or 300 transactional users, in last ten (10) financial years (as on date of issuance of Bid).	we request department to change the clause as:  6. The Prime Bidder ( <b>or any member of consortium</b> ) should have executed atleast 3 projects which includes implementation or post implementation support for COTS ERP* solution in India with minimum project value of Rs. 3 crore (excluding hardware cost) or 300 transactional users, in last ten (10) financial years (as on date of issuance of Bid).	RFP terms prevail.
224	6.1.2 Pre-Qualification Criteria - System Integrator  page 107 of 186	The Bidder (Prime Bidder) to provide the Manufacturer's Authorised Form (MAF) to be eligible to bid for the proposed COTS ERP	we request department to change the clause as:  The Bidder ( <b>or any member of consortium</b> ) to provide the Manufacturer's Authorised Form (MAF) to be eligible to bid for the proposed COTS ERP	RFP terms prevail.

#	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	PMC Remark
225	6.2 TECHNICAL EVALUATION CRITERIA  Page 109 of 186	1. Relevant experience of prime bidder in COTS ERP* Implementation in India in past 10 years (as on date of issuance of Bid) covering the following modules (maximum 5 projects):	we request department to change the clause as:  Relevant experience of prime bidder (or any member of consortium) in COTS ERP* Implementation <del>in India</del> in past 10 years (as on date of issuance of Bid) covering the following modules (maximum 5 projects):	RFP terms prevail.
226	6.2 TECHNICAL EVALUATION CRITERIA  Page 110 of 186	3. Experience of prime bidder in COTS ERP* implementation in India in past 10 years (as on date of issuance of Bid) in Public Sector Units(PSU)/State/Central Govt. / ULB	we request department to change the clause as:  3. Experience of prime bidder/ <b>consortium member</b> in COTS ERP* implementation in India in past 10 years (as on date of issuance of Bid) in Public Sector Units(PSU)/State/Central Govt. / ULB	RFP terms prevail.