Surat Smart City Development Limited
Pre-Bid Proceedings-1
RFP No.: SSCDL-ERP-RFP-02-2017

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 Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
1	RFP pg.#13 & Section 2.6, pg.62	As per pg.13, there's a mention of 60+ legacy applications within SMC/SSCDL's environment; however as per section 2.6, pg.62 of RFP there're only 38 Application details provided	Kindly clarify and detail out - 1. Count and Details of Legacy Applications under SMC's environment, which need to be interfaced with proposed ERP solution? 2. There's also mention of phasing out of some applications; kindly identify which application(s) shall be phased out due to infusion of new solution emerging from this RFP? 3. Kindly also confirm, who'd be responsible for changes to be done at such legacy applications, i.e. while SI shall be responsible for the overall integration/interfacing, however it is our understanding that any/all changes augured at legacy application(s) end shall be administered by SMC/SSCDL. Please clarify?	High level Integration Requirements are provided in section 2.3. Further details will be finalized as part of business blueprint phase.
2	RFP pg.#26 "Recruitment Process"	"Online recruitment to be integrated with SMC website"	Kindly clarify the intend of this statement i.e. what is SMC expecting under the requirement from SI?	Integration with SMC website will be required, corresponding changes to

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				existing portal based on recruitment module of ERP will also be required
3	RFP Section 2.4.6.1, pg.70	"Data Migration"	It is generally observed that SI/bidder provides Templates for Data Migration as per cut-over mechanism proposed of ERP OEM, the same is filled/collates by the purchaser/SMC/SSCDL's CORE Team, thus the cleansed and/or correct & reconciled data is provisioned by busiiness/purchaser to SI for upload.However, in this case Data collection, cleansing, preparation has been put into SI's scope who does neither have ownership of the existing environment nor expertise of data extractions from such system(s). Hence, it is requested that Data Collection, Collation, Cleansing, Scrubbing should be kept under SMC's scope; as evident in other similar tenders/RFPs?	Refer Appendix 5: DATA MIGRATION DETAILS RFP terms Prevail
4	RFP Section 2.4.8, pg.72	"Additional OEM obligations during implementation"	To instill parity between bidders and also render comparison to SMC, it is recommended to Quantify the total number of OEM days required under the bid (as you've done for the project review person from OEM) as else it become subject to interpretatoins?	OEM review, audit, consulting provisions have been kept as part of section 2.4.8. Same is expected from ERP OEM as well as BPM OEM if proposed outside ERP

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5	RFP Section 2.6.2, pg.76	"Hypercare deliverable will include closing of all issues reported with Go-Live along with minor enhancements arising due to those defects."	Such a statement has a lot of subjectivity and hence leading to aberrations; thus it is requested that the statement be CLOSE LOOPED i.e. Closing of all issues identified until last but 1 week of Hypercare period and that minor/any enhancement(s) shall be outside the gambit of issue for the purpose of phase closures. This is imperative, else during the execution we'd have tremendous challenges to conclude!	RFP Term Prevail
6	RFP Section 2.6.4, pg.77	"Payment Schedule for SI annual maintenance cost"	ATS on software/products is a directly contributable to OEMs; hence it is requested to SMC/SSCDL that such cost to be paid in actuals upon occurrence or demand from OEM, else shall artifically load the bid values and which doesn't help to either of the party (bidder and purchaser)?	RFP Term Prevail
7	RFP Section 2.6.7, pg.79	"Support Service Level Agreements and Penalty"	There's no mention of capping on such penalties and thus emulating an affect of unlimited penalty to bidder/SI. Request to revist and create capping!	RFP Term Prevail
8	RFP Section 2.6.14(a), pg.83	Limitation of Liability	SMC/SSCDL is requested to clarify the statement as it is unclear about the intent and/or demand from SMC about the statement?	RFP Term Prevail

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9	RFP pg.140, Form 1.13		Based on the citations in the RFP, it is certain that Infra/Hardware is not in scope of SI, however it emulates varied concerns - 1. While the engagement is time dependent and even payment terms, then what happens if there's a delay in hardware procurement from SMC's end? 2. How should the SI/bidder plan for the Development of their solution, incase the hardware provisioning from SMC and build phase as proposed by SMC again doesn't coincide?	SMC will provide necessary hardware for timely implementation of the project. The bidder shall not be responsible in case of delay which is attributable to SMC.
10	RFP pg.156, Appendix 3: CONTRACT AGREEMENT	In case of failure of the Successful Bidder to deliver the products/services, the Authority is authorized to get the work done from third party at the cost and risk of the SECOND PART	Uncapped Risk Purchase - Request SMC to revisit the clause and infuse overall capping on such item i.e. as per market competitive conditions and as scoped by the bidder, else otherwise this mounts to unlimited liability and as such a highly challenging situation from internal Risk standpoint?	RFP Term Prevail
11	Form 1.9: NDA; pg 131	The confidentiality obligations is open ended and there is no outer boundary for survival of confidentiality obligations	It is suggested that SMC should consider this to be applicable for a period of 1 years from the termination or expiry of the contract. Kindly confirm?	RFP Term Prevail
12	RFP Section 3.11.10, pg. 90	"Termination / Withdrawal"	The clause instills 1-sided safeguarding and thus SMC/SSCDL is requested to	RFP Term Prevail

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			consider providing a fair platform for both bidder and purchaser; i.e. we suggest the clause to amended accordignly to incorporate - "Either party may terminate the contract if (i) a breach by the other goes uncured for 30 days after receipt of a notice from the breaching party, or (ii) continuation causes breach of applicable law or regulation. Further, upon termination SI shall be paid/reimbursed to the extend of work done till the date of termination". Kindly confirm?	
13	RFP Section 3.11.2.3, pg. 88	The lead bidder will be responsible for implementing COTS ERP along with its own man power (deployed man power for COTS ERP implementation and support must be on the payroll of lead bidder) deployed onsite for the implementation and support purpose throughout the contract period. Consortium partner (if any) can be used for implementing peripheral products and productivity tools, provided they are authorized by respective OEM as implementation partner for the same.	While the lead bidder is responsible for the entire engagement, however there's a Joint & Severly liability also called upon by the purchaser. Hence, if the lead bidder proposed to bring along a consortium partner; than it is recommended to modify the statement to include "Lead bidder and/or Consortium", i.e. the statement should be modified as - The lead bidder and/or Consortium partners would be responsible for implementing COTS ERP along with its own man power (deployed man power for COTS ERP implementation and	RFP Term Prevail

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			support must be on the payroll of lead bidder) deployed onsite for the implementation and support purpose throughout the contract period. Kindly confirm?	
14	RFP pg.82, section 2.6.12	Limitation of Liability	The clause poses unlimited liability and hence as such renders high risk from our internal approval perspective. SMC/SSCDL is requested to revisit/re-look the clause in light of SI/vendor engagement and provide capping or allow mutual agreement to be reached at the time of contracting. Kindly confirm?	RFP Term Prevail
15	Page 14	Below is the To-Be component architecture for SMC. The applications under ERP system integrator (SI) scope are broadly divided into three categories: 1. ERP Off-The-Shelf Core Modules 2. ERP - Citizen services and Revenue collection 3. E-office applications using DMS and BPM	Can you please let us know whether the SI has to mandatorily propose the Citizen services and Revenue Collection Solution (for point 2) provided by the same OEM whose solution is proposed under point 1. ERP - Off The-Shelf Core Modules or SI can propose any other solution of different OEM / Bespoke solution?	Please refer Addendum & Corrigendum
16	Page 15	Field Inspection & Reporting	Can you please let us know whether Field Inspection & Reporting should be part of the solution covered under Citizen Services (ERP) or shold be part of the solution covered under	Please refer Section 2.1.3, pg. no. 18

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			Workflow/E-office applications using DMS & BPM	
17	Page 16	Supply Chain Collaboration is very important and it is expected that usage of ERP will make it visible across all the levels. Starting from managing demand, material requirement planning, procurement process, inventory management and vendor management. The advantage of which would be that any material utilized can be backtracked to its origin point of demand raising (department wise/ material wise/ quantity wise), as all the processes will be captured in single ERP System. This would include quality management in procurement, inspection by audit department and capturing the results against master inspection characteristics.	Can you please let us know, whether the E-Tendering / E-procurement fucntionalities are covered in this scope or will be managed through the existing legacy applications	E-Tendering / E-procurement is not in scope and existing legacy system will continue to be used. Interface from existing system might be required for flow of information between legacy and ERP system.
18	Page 17	The virtual civic center application currently catered through e-pay services of Surat Municipal Corporation (https://www.suratmunicipal.gov.in/epay/). Necessary interface for online transaction shall also be provided on this platform giving a single view for each registered citizen for the services in scope of the RFP. The changes to this virtual civic center will also be in scope of the system integrator including integration	Can you please explain what is the purpose of this interface? Is this only for the integration of online payments?	This is current SMC web application and mobile app where citizens can avail multiple services and make payments. Once the ERP based citizen centric tax and service centric applications are made live the same needs to be integrated to this application and

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				necessary changes to the same will be in scope of SI.
19	Page 68	As part of different phases and key activities mentioned above, the SI is also expected to deploy the application software and other software required for successful implementation of integrated system at data centre of SMC. Necessary DR setup will be required to be done as and when the DR site is ready and made available by SMC at not extra cost. 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.	Please let us know HW provisioning is part of whose scope.? Whether this will be provided by the customer.	HW provisioning is in scope of SMC, while the administration, installation of the applications for HW utilized for the solution will be responsibility of ERP SI.
20	Page 58	Should support any operating system like Windows, Linux, Unix	Since this is a COTS based RFP, request the respective Solution OEM to suggest the best suitable OS for the proposed solution	This refers to the suppot for the client operating system environment.
21	Page 61	4. All the components proposed like database license, OS etc should support high availability	Since this is a COTS based RFP, request the respective Solution OEM to suggest the best suitable Database, OS for the proposed solution	Please refer Addendum & Corrigendum

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22	Pg 73, Sec 2.5.1	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	What will be payment terms associated with reserved efforts for major enhahncement ?	As already specified in Sec. 2.5.1, any Other Major Enhancement / Planned Project over and above this (1200 hours/quarter) limit shall be paid to the bidder on the basis of blended man month rate quoted by SI in the Appendix 4. The service requests shall be catered by the bidder based on the requirements of SMC.
23	Pg 77, Sec 2.6.3.2	SI Implementation cost , milestone wise breakup	As per re tender document breakup for 90% is given milestone wise, how and when remaining 10% of total implementation cost will be paid?	Please refer Addendum & Corrigendum
24	Pg 92, Sec 3.11.22	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	Contract will be on time and material basis ?	Please refer Section 3.11.25

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		fifth day will be considered as if a person is not deployed by the bidder and monetary deduction may be made accordingly.		
25	Section 2.5.3, page 75	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?	RFP Term Prevail
26			Kindly assist with clarity on whether we have an option to propose SaaS / cloud hosted solution for Tools.	No. SMC evnisages on premises solution.
27			Kindly assist with clarity on whether ITSSM tools solution should appeared in latest Gartner magic quadrant report.	RFP terms prevail
28	Section 2.5.3, page 75	All the changes approved as valid demands by SMC which involve below two categories will be	Major enhancements and planned projects will be valid for tools scope as well. If yes, will it part of sustenance	Thi refers to the efforts towards major

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		aligned to a release.: 1. Major Enhancements: Effort 40-180 hours 2. Planned Projects: Effort >180 hours	activity? And kindly provide detailed defination/examples of major enhancements & planned projects.	enhancement/planned projects for ERP, BPM, etc.
29			Do we have to consider the efforts and cost as part of this proposal for major enhancements and planned projects?	Refer section 2.5 Post Implementation Support and Maintenance
30	Section 2.1.4, page 20	IT Service Support Management (ITSSM) - 100	Kindly confirm, the metioned estimated users are concurrent users or named users.	These are named users.
31	Generic		Is there any existing service Desk / ITSM Tool? What are the processes that are implemented in the Tool	No ITSM tool being used at present.
32	Generic		How many End Users (Employees) who use Self Service and How many are support Staff (working on Tickets – L1, L2 & L3, Approvers etc)	Refer Section 2.1.4 Estimated number of users
33	Generic		Are there any in-flight projects related to ITSM scope? If yes, please provide more details	Refer 2.5.3 Service Management Support Process
34	Section 19.1 Point 17, page 59	High Availability & Disaster Recovery	Does HA and DR funcationalities are applicable for ITSSM solution as well. Kindly confirm	Yes
35	Section 2.4.6.1 , page 70	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

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36	Section 2.5.1 , page 73	Post Go-Live Support	Kindly provide support window (24x7 or 9x5) , type (Onsite / offshore) and scope of post go-live support required for ITSM tool solution.	Refer Section 3.11.23
37	Generic		How many workflows and what type of changes we have to consider for Change management process?	Detailed requirements will be finalized during Business blueprint phase.
38	Generic		How many and what type of service request we have to consider for Service Request management process?	Refer 2.5.3 Service Management Support Process
39	Generic		Do we have to factor separate system sizing for Dev/ Test enviornments as part of proposed solution for ITSSM implementation?	Yes
40	Generic		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 Section 2.6.3.2
41	Generic		Kindly provide a deemed acceptance time period of invoices, i.e. what is the	Please refer Section 2.6.3.2

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			time period within which we can expect the Customer to provide a feedback/ acceptance upon submission of an invoice.	
42	Clause 2.6.13		We would like the 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 us.	RFP Term Prevail
43	clause 2.6.12		we request to cap the Limitation of Liability to last twelve month charges paid by the Customer immediately preceding the date of claim.	RFP Term Prevail
44	clause 3.11.10		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 Term Prevail
45	Generic		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	RFP Term Prevail

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			(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.	
46	Generic		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 Term Prevail
47	Generic		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 fulfills 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 Term Prevail
48	Generic		We understand that the Client has a right to hire third party and get the	RFP Term Prevail

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			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.	
49	Section 2.4.5 . 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.	We understand 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.	Refer 2.4.6 Release Management
50	Section 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	For ERP software, enahancement pack upgrade would be independent requests/project and not part of this RFP. Request confirmation.	Refer 2.4.6 Release Management

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		impact assessment, report on additional features and functional outcomes followed by approval from SMC.		
51	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 Volumentrics for the Data migration Involved.	Refer Appendix 5: DATA MIGRATION DETAILS. Detailed requirement will be shared with the bidder during the Business Blueprint Phase. RFP terms Prevail
52	Appendix 5	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 leagacy transcational data migration is decided to be done.	Refer Appendix 5: DATA MIGRATION DETAILS RFP terms Prevail
53	General	The submission of commercials is on 10th October and Technical on 13th October.	Request extension of Commercial submission until 13th october and Technical until 26th October	Please refer Addendum & Corrigendum
54	19 Tchnical Requirment Page - 64	As part of the project, the IT infrastructure will be provided by SMC. The bidder will be required to propose, provide, install, configure and maintain the software components like the OS, Database, Anti-virus Software for Server and any middleware best suited with the proposed solution. Necessary server hardening at OS	As SMC will provide IT Infrastructure, do we need to propose Infrastructure Security Solutions which is not clearly mention in the RFP.	Yes

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		level and Database level will be responsibility of bidder. The bidder is required to use Table-B of "Appendix-2 Content & Format of Price		
55	19 Technical Requirment Page - 64	The bidder also needs to clearly provide the expected hardware requirements considering the performance and availability requirements specified in the RFP from SMC data center and disaster recovery (DC/DR).	Do we need to consider DC-DR build scope and propose the solutions?	No
56	Generic		Do we need to consider earlier documents like all the Addendum and Corrigendum 1 to 8 and Prebid proceedings w.r.t RFP No.: SSCDL-ERP-RFP-01-2017 OR only single RFP document RFP No.: SSCDL-ERP-RFP-02-2017	Please refer this RFP No.: SSCDL-ERP-RFP-02-2017 and subsequent Addendum & Corrigendum there to.
57	2. Scope of Work, Page No 14	Notice Inviting RFP for Selection of System Integrator for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation	Client is requested to limit the amount of data that needs to be transferred from the existing applications	RFP Term Prevail
58	2. Scope of Work, Page No 14	Integration of applications/software implemented by VMC for various services on the new ERP platform	Client is requested to give a list of all the applications that need to be integrated with the technical configuration of the same. We will also need the desired scope of integration.	Refer 2.3 INTEGRATION REQUIREMENTS. Please refer Addendum & Corrigendum for corrections.
59	2. Scope of Work, Page No 14	Network and HW	We assume that the entire end to end connectivity and hardware for the entire solution will be provided by	Refer Section 19. Technical Requirement, 19.

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			SSDCL. Bidder is only required to arrange for the ERP software. All other software required for the servers and networking and connectivity will be provided by SSDCL. Kindly confirm.	
60	2. Scope of Work, Page No 61	Email Exchange & Collaboration tool	Kindly elaborate here. Do you need bidder to implement an end to end emailing software. We assume the server and NW and HW for the same will be provided by client.	Yes
61	2.4.6.1 Data Migration, Page no 70	· 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 · Loading the data · Reconciliation of the data loaded · Management of the sign off from the business before and after data load	We request that these points be taken over by SSDCL, as it is very difficult to gauge the amount of data existing with SMC. The reason being that the data belongs to SSDCL and it would be really difficult for bidder to do this activity as bidder cannot verify the accuracy of data. Bidder will give the templates in which data needs to be loaded.	Refer Appendix 5: DATA MIGRATION DETAILS RFP terms Prevail
62	2.6.2. Project phases and deliverables, Page no 76	Days	Kindly clarify that the days given here are calendar days or working days.	SMC Calender
63	2.6.1 Timelines & Deliverables, Page no 76	engagement starts at time T (Signing of LOA/ Issuance of Work Order + 20 Days)	Client is requested to give a period o 45 days to start the project from data of LOA. 20 days is too less a time.	RFP Term Prevail

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64	2.6.3.1 Payment schedule for license cost, Page no 77	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	Request to change this to "100% of license cost of all third party licenses not belonging to the bidder is to be released on delivery of licenses." This is not to be linked to any project deliverable. The payment criteria given currently is very vague.	RFP Term Prevail
65	2.6.3.2. Deliverable sign off, Page no 78	All the deliverables need to be submitted along with signoff report in hard copy. SMC/ SSCDL will provide sign-off as quickly as possible with maximum time of 20 working days after any queries raised are resolved by the bidder satisfactorily.	It is requested that in case any deliverable is not signed off by client, the same should be taken as deemed signed off.	RFP Term Prevail
66	2.6.11 Penalty, Page no 79	% age deduction of penalty	It is requested that all the penalties put together combined should not exceed a maximum of 10% of the value of the project. i.e. at no time can SSDCL deduct a total of more than 10% of the value of the project as penalty.	RFP Term Prevail
67	2.6.12 Limitation of Liability, Page no 82	Cap on liability	SSDCL is requested to cap the liability to a maximum value of the contract. We cannot agree to an uncapped liability.	RFP Term Prevail
68	3.10 SCHEDULE OF BIDDING PROCESS, Page no 87	Earnest Money Deposit (EMD)	SSDCL is requested that the entire amount of EMD be converted to a Bank Guarantee	RFP Term Prevail
69	3.10 SCHEDULE OF BIDDING	Price Bid Submission Technical Bid Submission (in Hard Copy)	As we understand from this, the price bid submission and technical bid	Yes

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	PROCESS, Page no 88		submission are separate. The price bid is to be submitted online and technical bid is to be submitted in hard copy. Kindly confirm.	
70	5.4.1 Check list for documents - Technical Proposal, Page no 99	The Bid must be sent strictly by Postal Speed Post or Registered Post AD only so as to reach on or before 13.10.2017 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.	To avoid postal delays, request that SSDCL also allow a physical bid submission also. This will help the bidder to ensure submission and avoid any confusion or non-reliability of postal submission.	RFP Term Prevail
71	6.2 TECHNICAL EVALUATION CRITERIA, Page no 108	Experience of prime bidder in COTS ERP* implementation in India in past 7 years (as on date of issuance of Bid) in Public Sector Units(PSU)/State/Central Govt. / ULB ► 1st project – 7.5 marks (If the COTS ERP is same as proposed COTS ERP Solution in SMC, then additional 2.5 marks) ► 2nd project – 3.75 marks (If the COTS ERP is same as proposed COTS ERP Solution in SMC, then additional 1.25 marks) ► Experience with ULB – 5 marks	Request that the experience with ULB (5 marks) be removed and the same be added to the projects above, or add a third project for options in Public Sector Units(PSU)/State/Central Govt. / ULB	RFP Term Prevail
72	6.4 FINAL EVALUATION OF PROPOSAL, Page no 111	The final weighted score will be: (0.60 x St) + (0.40 x Sf)	Request to change this to The final weighted score will be: (0.70 x St) + (0.30 x Sf)	RFP Term Prevail
73	8.6 TAX LIABILITY, Page no 118	If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the	This is not acceptable. We would request that al taxes including GST be kept out of price bid. Any imposition or	RFP Term Prevail

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		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.	change of any new or existing taxes needs to be borne by SSDCL and the bidder should not be held responsible for the change.	
74	Appendix 4: BILL OF QUANTITIES, Page no 158	Credentials of Team Members: The Authority expects all the Key Personnel specified in the Proposal to be available during implementation	The personnel proposed cannot be committed resources as the start date of the project is confirmed. We will give similar profiles and at the time of start of project give profiles which are similar to the proposed personnel.	RFP Term Prevail
75	Scope of Work	ERP and other SW Licenses	In case SI needs to provide a ERP licenses, purchaser will have to sign a resale agreement, as the licenses are a third party item	RFP Term Prevail. Licenses to be procured in the name of SMC.
76	Second Paragraph, Page No. 2	It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Authority to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for Authority to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis,	We wish to clarify: Our bid is based upon the information provided by the Authority in the RFP, if at a later stage it is found that the information was not correct and the same impacts the commercials, we assume that the Bidder shall have the right to make the necessary changes and submit the revised price. It is further clarified that the Bidder has relied on the information shared under the RFP and data shared by client thereafter for creating deliverables or	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		and should check the accuracy, reliability, and completeness of information in this RFP document and obtain independent advice from appropriate sources. Authority and their advisors make no representation or warranty and shall incur no liability Financial or otherwise under any law, statute, rules, or regulations or otherwise as to the accuracy, reliability, or completeness of the RFP document.	performing of services by Bidder, accordingly Bidder will be not liable for deliverables if they don't yield expected results, when put into use. Bidder will not be able independently validate any information provided to it by the Client, its agents or third parties and shall be entitled to rely upon such information.	
77	Definition no 19. Page No. 8	Key Personnel means the members assigned to this project who will implement the project and form the core team. Certain experienced, professional members who are essential for successful accomplishment of the work to be performed under this contract. The resumes of these personnel will be submitted for evaluation of the proposal and such personnel shall not be removed from the contract work or replaced without compliance.	We request clarification on the Persons who will be designated as Key Personnel.	RFP Term Prevail
78	Page 10 of 161 (1. INTRODUCTION)	SMC reserves the right to perpetuate the operation period beyond seven years as well.	This should be basis mutually agreed terms.	If required, such extention will be on mutually agreed terms.
79	Clause 2 2.1.1 ERP Off-The-shelf core modules Page No 15	Proposed COTS ERP should support localization features for India taxes and payroll, and provide the legal changes for any statutory requirements as a supportpackage from time to time.	We are not an auditing or legal advising firm. Hence please note that nothing in this RFP will require, or should be construed as requiring, Bidder to provide legal, tax or, audit, medical,	RFP Term Prevail

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			accounting advice to Client. Any information provided in connection with the Services will not be construed as legal, auditing, medical, assurance, taxation, financial advice and will not be intended to be a substitute for financial, medical, taxation, auditing, legal counsel or expert evidence on any subject matter.	
80	General Page 38	Ability to provide project reporting/forecasting according to government contracting requirements (e.g., earned value analysis).	We are not an auditing or legal advising firm. Hence please note that nothing in this RFP will require, or should be construed as requiring, Bidder to provide legal, tax or, audit, accounting advice to Client.	RFP Term Prevail
81	Point no 13 and 14 Page 47	Advertisement Hoardings & Contract Management: • Creation of a sales contract and subsequent billing from advertisement hoardings	We are not an auditing or legal advising firm. Hence please note that nothing in this RFP will require, or should be construed as requiring, Bidder to provide legal, tax or, audit, accounting advice to Client.	RFP Term Prevail
82	Point No 17 Page 56	The system should be integrated with all other departments and court websites.	Please provide listing of all the websites	Integration Requirements are provided in section 2.3. Further details will be finalized as part of business blueprint phase.
83	Page 61 Email Exchange & Collaboration tool		It is clarified, that the Bidder shall only provide SI and Support services as mutually agreed if the Bidder is	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			subsequently selected. It is also clarified that Bidder has alliance relationships with third party product and services vendors. As part of many such relationships, Bidder is able to resell certain products and services and/or may receive compensation from vendors in the form of fees or other benefits in connection with the marketing, technical and other assistance provided by Bidder. Notwithstanding anything contained in the RFP, the following terms will apply with respect to the Third Party Products/hardware/software/solution and/or Services ("Third Party Products and Services"): Bidder will supply the Third Party Products under third party vendor's terms. Any liability, responsibility and warranty related to such Third Party Products and Services shall lie solely with third party vendor. Bidder's separate standard Re-Sale Agreement will govern client's purchase from Bidder of Third Party Products and Services. With respect to any defect or functionality issues in such Third Party Products, Bidder's sole responsibility and liability would be to	

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			track and report the issues to the relevant vendor, to facilitate workarounds and resolution by the relevant vendor and upon availability of a solution from the relevant vendor, to assist the vendor to apply that solution. Bidder will take on responsibility only for services originating from Bidder (this includes Bidder's subcontractors) and not third party products and services. All hardware and software information and information for services relating thereto including but not limited to pricing, performance and sizing information detailed in Bidder's materials, are provided to Bidder by such third party vendors on a reasonable efforts basis only. Such information will need to be verified with the third party vendors directly and Bidder does not commit to the accuracy of such information and will not be liable for any inaccuracy. In case of any delay or non-performance of the system/solution due to the third party component Bidder shall not be responsible or liable for any loss suffered by the Client. Client may claim damages or penalties from the OEM's	

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			as per the separate EULA terms agreed between the Client and OEM's. It is further clarified that any Bidder owned software, application, platform or cloud shall be provided to the Client for Client use or access as per Bidder licensing terms only, which shall be executed separately with the Client.	
84	2.3,	Integration	It is to be clarified by the client that what is meant by 'all statutory reports', the reports which are required are to be enumerated. : (1.11 Reports) 10. Ability to generate all statutory reports +….. (2.3 Personnel Management) 15 System to generate all statutory Return forms under PF, Contract Labour and other government acts and policies + ….. (2.3 Personnel Management) 16 System to generate statutory forms for Pension and other settlements.	Integration Requirements are provided in section 2.3. Further details will be finalized as part of business blueprint phase
85	2.4.3 Realisation, Page no 67	The selected SI should obtain the sign off on the design document before commencing the development /customization/installation of the solution. SI shall be responsible for ensuring the compliance of the end product to the requirements specified by SMC in this RFP. The basic responsibility of testing the system lies with the selected system	Request you to please clarify, that the System integration testing/the UAT would be conducted as per mutually agreed testing mechanism. In the event the RFP does not provide for clear testing mechanism, whether the parties will agree to appropriate testing mechanisms prior to execution of a mutually agreed contract?	SMC will try to provide necessary approval in a timely manner. However, if during the project implementation/support phase, it is found that the approvals are getting delayed necessary measures will be taken.

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		integrator. The SI shall after development and customization/configuration of the integrated solution, conduct tests to demonstrate that the system meets all the requirements (functional and technical) specifications as brought out in this RFP. For achieving successful test results and managing test cycles in future releases, selected SI may propose and have to procure any test software required at no additional cost to the authority. SI to use and deploy its best practices and deploy any proprietary tools and accelerators with approval of the authority provided there are no negative impact on the system and no additional cost to SMC.	Further, we seek to clarify that in case solutions fails to meet the acceptance criteria as per the agreed specifications, the same shall be dealt with as per the OEM warranty provisions under the EULA directly by the Authority against the OEM's. Also, we will like to understand the process of testing or exit point for the Bidder from this obligation, in case the Authority officials or representatives are not making themselves available for testing even after due notification from the Bidder. We assume that incase the Client fails to test or provide its inputs on the items ready for testing or services performed within a time period of one week of their submission, in that event the such items shall be deemed accepted by client for all purposes and shall be treated as final.	
86	2.4.4 Final Preparation , Page No. 67	All system integration test cases should have been passed and defects closed before presenting the system for UAT testing. The system is expected to be free from defects and meet all the functional and technical requirements to ensure UAT success and timely completion.	The Bidder wishes to clarify that it's not practically feasible for the Bidder to ensure that the solution will be free from any defect. Having said that, Bidder shall endeavour to rectify such defects in subsequent stages as per the	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			warranty provisions under the RFP/Agreement.	
87	2.4.7 Capacity Building & Training, Page no. 71	(c) All training manuals shall be prepared in English and Gujarati.	We request that the training manuals be made only in English	RFP Term Prevail
88	2.4.8 -Additional OEM obligations during implementation , Page No. 72	Bidder should ensure participation of OEM's representative of the software products procured as part of this RFP, who should mandatorily be present in SMC premises, in the Project review meeting (maximum 1 occurrences every month) without extra cost to SMC during project implementation phase. An important step in the acceptance procedure of each milestone is OEM validation of the proposed solution, which will require the system integrator to engage with and validate the solution from corresponding OEM as solution audit before every milestone completion to ensure that installation and configuration has been done in line with the guidelines and according to the best practices by the OEM. The bidder shall provide SMC with the OEM's certification clearly certifying the same for different components thus proposed. It will be bidder's obligation to get this validation and bidder should factor	Please refer to the terms on resale of hardware and software mentioned above. It is clarified that with respect to third party software or material will be procured by the Bidder, on Re-Sale basis, the terms of which have been stated above. Client shall enter into direct EULA with OEM's for license of hardware and software which will contain all the rights directly from such third parties (including warranty and indemnification rights).	RFP Term Prevail. Licenses to be procured in the name of SMC.

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		in the necessary cost in its price proposal. Authority will not entertain any changes in price proposal regarding this at a later stage. Professional support from OEM: It is expected that the system integrator has all necessary experience as authorized implementation partner of the OEM. The System Integrator is expected to have back to back support arrangements with OEM to provide technical support. In case bidder is unable to resolve any critical issue or fulfil requirement, bidder may engage with OEM to bring in their Professional Consulting support and technical support during the engagement at its own cost. Any such engagement should be done with prior information to SMC. There would be no obligation to SMC/ SSCDL to pay for this support and the price proposal should not include the cost of such consultation.		
89	2.5.1 Post Go-Live Support, Page No. 73	After Go Live of Release 0 and Release 1,, system integrator shall provide 3 months Hyper Care Support followed by support. Necessary transition needs to be taken care by the bidder during these hand over from implementation team to support team. Warranty support for the solution will be	Bidder wished to clarify that it warrants that its Deliverables which are original content shall materially conform to their relevant specifications, for a period of thirty (30) days from delivery to Client. Bidder agrees to correct any such Deliverables not in compliance	RFP term prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		provided for the 3 months Hyper Care Support period or until all defects in the Solution for which the Bidder shall be responsible are resolved, whichever is longer. Defects include those that were known prior to Go-Live and any new defects that materialize in operation during Warranty period. A defect can only be resolved if: 1. Test passes A valid workaround is approved by SMC/SSCDL 2. Alternate resolution is approved by SMC/SSCDL A Warranty Defect can be defined as: any defects in the technical performance or functionality of any aspect of the Solution when assessed by reference to the Acceptance Criteria which are identified or known on the date of Acceptance or which arise during the Warranty Period. The Bidder shall work to ensure that all defects and issues are resolved in line with agreed processes and procedures.	with this warranty brought to its attention in writing within 30 days after delivery of such Deliverable to Client. Further, Notwithstanding anything contained in the RFP, the following terms will apply with respect to the Third Party Products/hardware/software/solution and/or Services ("Third Party Products and Services"): Bidder will supply the Third Party Products under third party bidder 's terms. Any liability, responsibility and warranty related to such Third Party Products and Services shall lie solely with third party bidder . Bidder 's separate standard Re-Sale Agreement will govern client's purchase from Bidder of Third Party Products and Services. With respect to any defect or functionality issues in such Third Party Products, Bidder 's sole responsibility and liability would be to track and report the issues to the relevant bidder , to facilitate workarounds and resolution by the relevant bidder and upon availability of a solution from the relevant bidder , to assist the bidder to apply that solution. Bidder will take on responsibility only	

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			for services originating from Bidder (this includes Bidder 's subcontractors) and not third party products and services. All hardware and software information and information for services relating thereto including but not limited to pricing, performance and sizing information detailed in Bidder 's materials, are provided to Bidder by such third party bidder s on a reasonable efforts basis only. Such information will need to be verified with the third party bidder s directly and Bidder does not commit to the accuracy of such information and will not be liable for any inaccuracy. In case of any delay or non-performance of the system/solution due to the third party component Bidder shall not be responsible or liable for any loss suffered by the Client. Client may claim damages or penalties from the OEM's as per the separate EULA terms agreed between the Client and OEM's. Further, the subjective satisfaction of SMC/SSCDL for defect correction should be changed with objective acceptance criteria, as it is measurable.	

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
90	Page 75	All the minor enhancements can move to production system as service request following necessary approval from SMC from time to time. Major Enhancements and Planned Projects need to be aligned to a release. SMC intends to follow two Major releases per year along with three Just in Time releases only to cover TLS (Tax, Legal & Statutory) requirements and any urgent demand/requirement from SMC. However, in case of urgent requirement, the release will be done prior to above stated time line.	We are not an auditing or legal advising firm. Hence please note that nothing in this RFP will require, or should be construed as requiring, Bidder to provide legal, tax or, audit, accounting advice to Client.	RFP Term Prevail
91	2.6.2 Project phases and deliverables – Note 2, Page No. 76	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 bidder . The decision of SMC/SSCDL will be binding in this regard.	The Bidder agrees to the impositions of liquidated damages in principal in the event of delays, however, we wish to clarify that the following shall be applicable with respect to such LDs:- (i) Liquidated damages to be the sole and exclusive remedy of the Authority against all delays; (ii) Such liquidated damages shall only be imposed if the delays can be solely attributable to the acts of the bidder ; (iii) the maximum labiality of the Bidder with respect to all LD or Penalty mentioned under this Agreement in aggregate to be 5% of the cost of activity delayed; (iv) Liquidated damages shall be	RFP term prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			counted towards the overall liability of the Bidder while computing the overall liability of the Bidder during each phase; (v) we should have an earn back provision incase we are able to meet the overall timelines, in which event we shall be paid back the Liquidated Damages which has been levied on us till that time; (vi) we also like to have a provision for incentives where we are paid incentive payments in case we are able to complete the work ahead of the timelines scheduled. (vii) Bidder shall not be responsible for any delays or non-performance of OEM's, other parties or Client	
92	2.6.6 Monthly Penalty for Missed KPIs, Page No. 78; 2.6.7 Support Service Level Agreements and Penalty, Page No. 79; 2.6.11 Penalty, Page No. 81	KPI and SLA Penalties	Please delete the multiple penalties. Request discussion on the relevance of the same. Following should be added in terms of Service Levels- Service Levels will not be applicable during the [-] months from the Go-Live date. Service Level(s) default would only deemed to have occurred if failure of the Service Level(s) was within the reasonable control of and caused by	RFP Term Prevail

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			Bidder. In the case such a failure occurs due to a reason attributable to Client or any other third party it shall not be treated as Service Level default, and the Parties shall timely and in good faith discuss, at the next Project Governance Committee meeting (or at another time as mutually agreed), an appropriate process for avoiding such failure in future. If a single incident results in the failure of Bidder to meet more than one Service Level, Client shall select only one of such Service Level Defaults, and the resulting multiple Service Level Defaults shall only be considered as a single Service Level Default. For any new SLA or change in existing SLA, Change Control Process will apply and once approved via Change Control Process, 3 month base-lining period (or longer as mutually agreed by the Parties) will apply. In case of any delay or non-performance of the system/solution due to the third party component Bidder shall not be responsible or liable for any loss suffered by the Client. Client may claim damages or penalties	

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			from the OEM's as per the separate EULA terms agreed between the Client and OEM's. We cannot agree to the following on Page 79: Urgency is classified into 4 categories: o Critical: If not dealt with immediately the service will escalate many times over within a short time-period or Incident has Tax, Legal or Statutory impact. This is because we are not aware of the Tax, Legal or Statutory impact 2.6.11 Penalty – There are multiple caps here which cannot be agreed. It also says 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. 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.	
93	2.6.12 Limitation of Liability , Page No. 82	(a) Except in case of gross negligence or willful misconduct on the part of the bidder or on the part of any person or Firm acting	We wish to propose the alternate liability provision for the Bidder. Limitation of Liability:	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		on behalf of the bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to the SMC/SSCDL, shall not be liable to the SMC/SSCDL: (I) for any indirect or consequential loss or damage; and (II) for any direct loss or damage that exceeds a fixed amount equal to total contract value. (b) However, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct (b) gross negligence or (c) indemnification against third party claims for infringement; caused by the bidder or any person or Firm acting on behalf of the bidder in carrying out the Services or any obligation of the bidder as part of this tender.	Bidder 's liability (whether in contract, tort (including, without limitation, negligence or breach of statutory duty, under an indemnity or otherwise howsoever arising) to Client concerning performance or non-performance by Bidder , or in any manner related to this Agreement, for any and all claims, shall: (i) in the case of Operations Services phase, immediately after the completion of Integration and Implementation Services phase, shall be limited to an aggregate amount equal to 100% of the charges for such services paid to Bidder during the six (6) month period immediately preceding the most recent event giving rise to the claim; and (ii) in the case of Integration and Implementation Services phase be limited to an aggregate amount equivalent to 50% of the total fees paid by Client to Bidder for the provision of Integration and Implementation Services. Bidder shall not be liable for incidental/consequential or indirect damages including loss of profit or saving."	

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94	2.6.13 Indemnity; Page No. 82 2.6.14 Third Party Claims Indemnity. Page No. 83	2.6. 13: Indemnity 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 (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	We agree in principle on the indemnification from the Bidder , but it would in the interest of both the parties to be specific on the language in order to avoid any unambiguous or broad indemnities. We suggest the following similar language as below: "a) Bidder shall indemnify the Authority, and shall always keep indemnified and hold the Authority, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly from or in any way arising out of any third party claim, suit or proceeding brought against the Authority as a result of: · any or all Deliverables or Services infringing any trademarks, copyrights of third parties by the Bidder; and/or · gross negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors resulting in death or injury to third parties or damage to third party owned property due to reasons attributable to	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		bidder or its representative pursuant to this Agreement, or the SLAs (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. 2.6.14 Third Party Claims (a) Subject to Sub-clause (b) below, the Selected bidder (the "Indemnified Party")	the Bidder; and/or b) Bidder shall indemnify for events mentioned above, provided the Authority complies with the following: (i) notifies the Bidder in writing as soon as practicable when the Authority becomes aware of the claim; and (ii) Cooperates with the Bidder in the defense and settlement of the claims. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Authority provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Authority does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Authority is required by any authority/regulator to make a comment / statement / representation. If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to	

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		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. (b) The indemnities set out in Sub-clause (a) above shall be subject to the following conditions: i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim. iii. if the Indemnifying Party does not assume full control over the defense of a claim as provided in this	the Authority, shall forthwith either 1) replace it with a non-infringing equivalent; or 2) obtain a license for the Authority to continue the use of the service, as required by the Authority as per the terms and conditions of this Tender and subsequent Agreement; or 3) modify it to make it non-infringing provided that such replacement or modification does not result in a degradation of the performance or quality of the Services or Deliverable. If such option is not available on commercially reasonable terms, the Indemnifying Party will so notify the Authority will cease use of such item and return it to the Bidder, and the parties will mutually discuss the way forward. In such event the parties will seek to establish mutually acceptable alternative arrangements and to make any appropriate adjustments to their respective obligations under this Agreement though the execution of a Change Request. Bidder shall not be liable for defects or non-conformance resulting from: a) Software, interfacing, or supplies for	

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party. iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; v. selected bidder hereby indemnify & hold indemnified the SMC/SSCDL harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement. vi. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in	the solution not approved by Bidder; or b) any change, not made by or on behalf of the Bidder, to some or all of the software/deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change."	

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		respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; & viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates; ix. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Client Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Client Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.		

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
95	3.5, Form 1.15 Page No. 86	Earnest Money Deposit (EMD)	We assume that deviations/assumption will not be a reason for forfeiture of EMD	RFP terms prevail
96	3.7 Acknowledgement by Bidder Page No. 86 3.11.2 Consortium Conditions.Page No.88	(a) It shall be deemed that by submitting the Bid, the Bidder has: 1) made a complete and careful examination of the RFP 2) received all relevant information requested from the Authority; 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority 4) acknowledged that it does not have a Conflict of Interest 5) agreed to be bound by the undertakings provided by it under and in terms hereof. b) The Authority shall not be liable for any omission, mistake, or error in respect of or any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority. c) A bidder cannot be a member of more than one bidding consortium. An individual firm applying as a single/lead bidder cannot at the same time be the member of any	We wish to clarify we will base our bid on the information provided by the Client in the RFP, if at a later stage, it is found that the information was not correct and the same impacts the commercials, the Bidder shall have the right to make the necessary changes and submit the revised price. It is further clarified that the Bidder has relied on the information shared under the RFP and data shared by client thereafter for creating deliverables or performing of services by Bidder , accordingly Bidder will be not liable for deliverables if they don't yield expected results, when put into use. Bidder shall not independently validate any information provided to it by the Client, its agents or third parties and shall be entitled to rely upon such information. In case we are bidding as a single entity, these conditions will not be applicable.	RFP terms prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		other consortium. No Bidder shall submit more than one Proposal pursuant to this RFP. If a Bidder submits or participates in more than one Proposal, such Proposals shall be disqualified.		
97	3.11.10 Termination/ Withdrawal Page No. 90	In case of Termination due to Selected Bidder's Event of Default, the Authority shall have right; - To forfeit the Security Deposit in full. - To appoint another Bidder. In such case, selected bidder will need to handover to SSCDL or appointed bidder as per clause 3.11.18 under this section.	We request deletion of this section as the damages will be awarded by the dispute resolution mechanism.	RFP Term Prevail
98	3.11.10 Termination/ Withdrawal Page No. 90	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: - Bidder becomes insolvent, Client rupt, resolution is passed for the winding up of the applicant organization - Information provided to SSCDL is found to be incorrect; - 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; - Misleading claims about the Bidder are made; - Clear evidence is received that Bidder has	We wish to clarify that the Client 's right to terminate under this clause and anywhere else in the Agreement shall only be for material breach of bidder 's obligations under the Agreement which are not remedied within 30 days of written notice from the Client. We request that the contract should be terminated in full and not in part as the Bidder shall be quoting for the entire contract and it may not be commercially viable for the Bidder to perform in part. Bidder 's failure to deliver Services, within the period(s) specified in the Contract or within any extension	RFP terms prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		breached copyright laws/ plagiarized from another source; - If the bidder fails to perform any other obligation(s) under the contract.	thereof granted by the Authority, should not be a ground for termination as there are other remedies available under the RFP. We understand that Bidder shall have equal termination rights in case of any material breach by the Authority of any of its obligations under the RFP or subsequent agreement which are not remedied within 30 days of written notice from the Client. Further, in case of termination of the RFP, the following payments shall be made to the Bidder: Payment of services performed till the date of such termination.	
99	3.11.11, Page No. 91	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	We seek deletion of this clause. There are multiple remedies available with the client in form of LDs, termination etc. in case of bidders default. This will lead to multiple remedies for the same failure.	RFP Term Prevail
100	3.11.12, Page No. 91	Intellectual Property Rights: SSCDL shall remain the owner and have a right in perpetuity to use all newly created Intellectual Property Rights including but	The Bidder proposes the following alternate position on Intellectual Property Rights which is more relevant to the current scope of this RFP:	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		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	Upon full and final payment, Authority shall have a perpetual, nontransferable, non-exclusive paid-up right and license for purposes of its internal business to use, copy, modify and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to Authority. All other rights in the Deliverables and related intellectual property rights shall be the sole and exclusive property of Bidder and/or are hereby assigned to Bidder . It is further clarified that all pre-existing intellectual property and any enhancements or modifications made it such pre-existing intellectual property shall remain the property of the respective party which pre-owned it. Bidder assumes that, provided that there is no breach of Confidential Information, data privacy, nor reference to Client owned Intellectual Property, in no event shall Bidder be precluded from independently developing for itself, or for others, materials which are competitive with,	

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		violation of SSCDL's intellectual property rights, if any`	or similar to, the Deliverables. In addition, Bidder shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.	
101	Page 68 and Also Clause 3.11.13 Page No. 91	The bidder's team should arrange their own Laptops/Computers, software, etc. SSCDL would provide only space, electricity, and connectivity for operations. Bidder represents and warrants that its collection, access, use, storage, disposal, and disclosure of SSCDL's Information does and will comply with all applicable SMC's privacy and data protection laws, as well as all other applicable regulations and directives.	In case of personal data or sensitive personal data we want to clarify that the personal data and sensitive personal data shall not take place under this RFP unless specifically mutually agreed in writing prior to such exchange, including protocols of disclosure and handling of personal data. Please provide us with a copy of such privacy & data policies for our review. Following client responsibilities needs to be added: · Client shall retain responsibility for its compliance with all applicable laws and regulations and for ensuring the compliance of the Services and Deliverables with all laws applicable to the Client and its business. · Client shall obtain all consents necessary from third parties required	RFP terms prevail.

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			for Bidder to perform its obligations under this Agreement. · Client understands that Bidders performance is dependent on Client's timely and effective performance of the Client Responsibilities and timely decisions and approvals by Client. Accenture shall be entitled to rely on the accuracy and completeness of the information shared by the Client, all decisions and approvals of Client in connection with the Services. Changes in decisions and approvals are subject to change request procedure. Client shall enter into direct EULA with OEM's for license of hardware and software	
102	3.11.15, Page No. 91	The Selected Bidder must provide a dedicated team based in Surat to service the account of the SMC/SSCDL within 20 days from the date of award of contract.	We request that the time be increased to 45 days instead of 20 days.	RFP Term Prevail
103	3.11.16, Page No. 91	The Authority expects all the Key Personnel as specified in the resource deployment plan in the Proposal to be available during the contract period. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Selected Bidder and the concerned Key Personnel. Such	We will only be providing representative profiles, as it is not possible to commit resources when the start date is not known. We commit to provide similar profiles for the project when the same is awarded.	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction and approval of the Authority with an overlap period of minimum 15 days at Selected Bidder cost.		
104	3.11.17 Legal Entities Page 92	Legal Entities: The proposed solution will be primarily used for SMC along with Surat Smart City Development Ltd. and Surat Sitilink Ltd. The Selected Bidder must coordinate between these entities to achieve the objective of the project.	Request the Client to share the list of the locations where the subsidiaries are registered. It is further clarified that Client shall remain solely and completely responsible for the payment obligations and Bidder shall invoice only Client for the Services rendered by it for consumption of Client, its parent, subsidiaries, affiliates. Further it is clarified that Bidder shall remain responsible and liable solely towards Client only. Client shall ensure that its parent, subsidiaries, affiliates don't file any claims against the Bidder in relation to the Services rendered or otherwise in connection with this project. All claims should be filed by Client only in terms of the agreed T&C's in case project is awarded to the Bidder.	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
105	3.11.18 Exit Managemet, Page No. 92	The exit process would start at the beginning of the last two quarters in case contract is not extended further. At the beginning of the second last quarter of the end of the contract period or in the event of termination of contract, the Bidder is required to provide necessary handholding and transition support, which shall include but not limited to, conducting detailed transition, trainings, demos/drills for the project services, project documentation, configuration, customization, etc., and addressing the queries/clarifications of new SI selected by SSCDL/SMC. Bidder shall provide support in terms of smooth handing over of its services. At the end of the Contract Period or earlier Termination of Contract due to Bidder's event of default, the Bidder shall transfer functional and technical know-how, processes, documentation and all artifacts of the project at no additional cost to Authority. During the contract period, the Bidder shall ensure that all the documentation including policies, procedures, etc. are kept up to date and the same are handed over to SMC/SSCDL during the Exit management process.	Bidder wishes to clarify that any Deliverables and the Services provided by the Bidder during the transition period shall be charged as per the rates agreed between the parties.	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
106	3.11.19, Page No. 92	The bidder shall certify that no product quoted in the bid has its End-of-life announced. Also, at the time of supplying the quoted product, if the product has reached its end of sale, then the bidder will be required to supply similar product for the same OEM with similar or higher specifications.	Not applicable to Bidder. The product End-of-life will be as per the EULA signed between the Client and the OEM.	RFP Terms prevail
107	3.11.20, Page No. 92	The bidder shall try to depute the same key personnel at SMC/SSCDL as listed in the BoQ and CV submitted as per form 1.10 in Appendix 1. The bidder shall depute a person on its staff at SMC/SSCDL only after the person is interviewed/ screened using any selection procedure by SMC/SSCDL and/or its any representative(s) and the sanction for the same is given in writing. The bidder would also remove a person from its staff at SMC/SSCDL if instructed to do so by the SMC/SSCDL within one month and provide suitable replacement with minimum overlap of 15 days. All persons deputed shall be on the payroll of the Bidder's organization. All the staff proposed to be deployed at SSCDL/ SMC (as per form 1.10- Appendix 1) should be full time employees of the bidder's organization at the time of bid submission.	As the project start date is not clear, we will give representative CVs. The actual team will be committed at project start date.
We commit that the profiles of the actual team and representative team will be similar.	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
108	3.11.23 Page 93	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.	We wish to clarify that overtime of employees will need to be discussed and rates agreed for the same.	Refer Section 3.11.23
109	3.11.25, Page No. 93	Non-adherence to above clauses within the said resource deployment plan will be considered as Absence of employee. For each day, the absence of resources may invite a penalty as billing rates submitted as part of BoQ.	The Bidder proposes to delete this section.	RFP Term Prevail
110	3.11.27, Page no 94	The bidder's personnel shall not divulge or disclose to any person, any details of office, operation process technical know-how, administrative/organizational matters as all are confidential/secret in nature.	We propose to have a more detailed section on protection of Confidential Information in the Contract in case Accenture is selected.	RFP Term Prevail
111	3.11.31 Force Majeure, Page No. 93	The bidder shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay is the result of an event of Force Majeure. "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence, and not foreseeable. Such events may include, but	We propose to have a more detailed section on Force Majeure in the Contract in case Accenture is selected.	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		are not restricted to, acts of the End customer in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions. The bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and feasible.		
112	3.11.34 Page 94	The Bidding Process and contract shall be governed by, and construed in accordance with, the laws of India and the Courts at Surat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process and contract.	We seek to add Arbitration as a form of Dispute Resolution in accordance with the Arbitration and Conciliation Act, 1996 as amended by the Amendment Act of 2015 in the contract in case Accenture is selected.	RFP Term Prevail
113	3.11.35 Page No. 94	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	The Bidder seeks to delete this broad waiver language. Instead, it can be proposed that Authority will not have any liability if Bidder is not selected for the RFP as per the rules and regulations, applicable for the selection process.	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		in this respect, whether actual or contingent, whether present or in future.		
114	3.11.39 Ownership and Licenses , Page No. 94	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.	Not applicable to Bidder. The Authority will enter into separate agreements with the OEMs. Further, if Bidder licenses any of its proprietary product, it will be dealt under a separate license agreement.	RFP Terms Prevail
115	5.8 Firm Prices, Page No. 100	Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The proposal prices shall be indicated in India Rupees (INR) only.	The Bidder wants to clarify that if the scope of RFP is changed and it adversely affects the quote submitted by the Bidder, the Bidder will have right to increase the quoted price before being obligated to perform the revised scope.	RFP Terms Prevail
116	6.1.3 , Page 106	Pre-Qualification Criteria – Workflow/ BPM based E-office applications (if not part of COTS ERP)	Not applicable to Bidder. The Authority will enter into separate agreements with the OEMs.	RFP Terms Prevail
117	8.3 Signing of Contract Agreement. Page 116	a) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the Security Deposit as per clause 8.4, to execute/sign the Agreement within fifteen (15) days from the date of LOA. The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment in the Draft Contract Agreement.	Bidder wishes to clarify that it wants to reserve the right to propose modifications/amendments in the Contract Agreement based on the assumptions provided herein and on the discussions with the Client. Bidder wishes to clarify that the negotiation of the Contract might take more than 15 days after acknowledgment of LOA as it is	RFP Terms Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		b) The Draft copy of Contract Agreement is specified in Appendix 3. c) The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Surat in accordance with applicable laws, and submit the same in two copies duly stamped and executed within fifteen (15) days from the dispatch of Letter of Award. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.	dependent on a lot of external factors including mutual agreement of both the parties, which may be outside Bidder's control. Bidder accordingly suggests deletion of this clause. However, Bidder shall endeavor towards timely execution of the Contract as it is in Bidder's interest as well.	
118	8.4 Security Deposit , Page No. 116	The successful bidder will be required to place Security Deposit at 10% of the consideration of the Contract by in the form of Bank guarantee of any nationalized / scheduled banks as specified in Appendix 1 Form 1.14 or by Demand Draft or Banker's Cheque Payable at Surat in favour of "Surat Smart City Development Limited" of any scheduled/nationalized bank within 10 days from the date of notice of award of contract/LOA, failing which a penalty at 0.065% of the amount of security deposit will be imposed for delay of each day. The EMD placed may be considered for conversion towards the security deposit and amount falling short of the required amount shall be payable.	Uncapped Liability on delay in providing PBG –We request this penalty to be deducted and bidder should be given a time of 30 days to provide a PBG from date of LOA. The Project timeline should start from the date of having the final kick off meeting, which should happen within 25 days signing the contract. We can agree that the contract should be signed within 30 days of giving the LOA.	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
119	8.6 Tax Liability, Page No. 117	a) The rates quoted online in Price Proposal Appendix-2 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. b) The Authority shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act. c) GST (Goods & Service Tax) has come in existence from 1st July 2017. Contractor / Successful Bidder is bound to pay any amount of GST prescribed by the Govt. of India as per the Terms of Contract agreed upon during the course of execution of this Contract. During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed / recovered	We suggest that the following arrangement for the payment of tax liability instead of the existing language: The prices quoted by the Bidder shall be exclusive of all applicable taxes, GST, duties, levies etc. All taxes under the contract, except those related to Bidder 's personal income and property tax, shall be the responsibility of the Authority.	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		separately by SMC, subject to the submission of Original Receipt / Proof of the amounts actually remitted by the Successful Tenderer / Contractor to the Competent Authority along with a Certificate from Chartered Accountant of Contractor / Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated / submitted / claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful Bidder / Contractor, failing which SMC may recover the amount due, from any other payable dues with SMC and decision of Municipal Commissioner shall be final and binding on the Contractor / Successful Bidder in this regard. Further, the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit / 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,		

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		the same shall be borne by the Contractor/Successful Bidder Only, in no case SMC shall be liable for the same.		
120	Form–1.2 B, Page No. 123	Joint Bidding Agreement	Not applicable to Bidder as Bidder is not applying for the opportunity on a consortium basis.	RFP Term Prevail
121	Form –1.9, Page No. 131	Non-Disclosure Agreement	We seek to retain the rights to share information with our employees, subcontractors, potential partners and affiliates for the purpose of providing the services.	RFP Term Prevail
122	Forms–1.12A, 1.12B, 1.12C, Page no 131		Not applicable to Bidder as Authority will be entering into separate agreements with the OEMs and that document can contain all such declarations.	RFP Term Prevail
123	Form–1.12D, Page No 131	OEM Project Statement	Not applicable. Authority will be entering into separate agreement with the OEM.	RFP Term Prevail
124	Form –1.14, Page no 131	Format for Performance Client Guarantee	We suggest the following in relation to PBG which is subject to Treasury go ahead: PBG will be provided upon 30 days post signing of the contract only. PBG will be aligned as per Bidder Fees which Bidder will be charging Authority for each phase of the project and will be limited to 5% of Bidder Fees payable for the relevant phase, i.e.	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			for Design and Integration Phase and Operations Phase respectively. For the 1st phase of Design and Integration Phase the PBG will be limited to 5% of the Bidder Fees charged for the Design and Implementation Phase only which shall remain valid only for the duration of the Design and Integration Phase. Thereafter once the Operations phase commences post completion of Design and Integration Phase, commences Bidder will replace the previous PBG submitted during the Design and Integration Phase with a new PBG which will remain valid on annual basis and shall be limited to 5% of the annual Bidder fees charged for the Operations phase. Lastly, the PBG submitted by Bidder will be limited to the Bidder Fees charged only and will not cover any third party costs which shall be covered as per the EULA and other contractual terms between the Client and OEM's. PBG invocation should be only based on a failure to cure the defect despite of written notification provided to the	

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			Bidder to rectify its defects within a period agreed in writing.	
125	Appendix 2 and Appendix 3	.	Changes to be suggested regarding the RFP document to be subject to the deviations/assumptions.	RFP Term Prevail
126		In addition to the above, Bidder proposes that the following clauses be added in the Contract:	Warranty: Bidder shall re-perform any work not in compliance with this warranty brought to its attention within a reasonable time (not to exceed thirty (30) working days), after that work is performed. Except as otherwise set forth herein, the Bidder disclaims all warranties, express or implied including warranties of merchantability or fitness for a particular purpose.	RFP Term Prevail
127	Appendix 3, page 156	Contract Agreement	In consideration of the payments to be made by the Authority, the FIRST PART to the Successful Bidder, the SECOND PART as hereby covenants with the Authority to provide services and deliverables in conformity to the bid documents referred as per the RFP. In case of failure of the Successful Bidder to deliver the products/services, the Authority is authorized to get the work done from third party at the cost and risk of the SECOND PART, liability of the bidder shall not exceed the fees paid to the bidder for this engagement. This	RFP Term Prevail

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			clause shall be applicable only for failure solely attributable to the bidder.	
128	RFP pg.77 & 78, section 2.6.5	Measurement of KPIs	Security Breach & User Adoption - 1. It is submitted to SMC/SSCDL that SI/bidder is not responsible for maintaining Security at the site and hence this parameter of measurement of too subjective and thus requires to be omitted and/or revisit to limit to breaches directly attributable to SI/bidder; 2. Again, User Adoption is corely attributable to individual preferences and needs, how could it be linked to SI/bidders measurability. Hence it is requested to revisit and omit the criteria Kindly confirm?	RFP Term Prevail
129	section 6.1.2, page 103	Pre-Qualification Criteria - System Integrator	On the point 4 of the RFP under "Technical Evaluation" the Turnover of the prime bidder: whether it is for "IT services" only	Yes
130	section 6.1.2, page 103	Pre-Qualification Criteria - System Integrator	On the point 5 & 6, Wherever we have Customer references can it be self-authorized thru Company Secretary	RFP Term Prevail
131	section 2.2, Page 20	Provides Web portal communication to all people in the organization	What/which web portal is being referred here? Is it expected that ORACLE ERP will communicate with	Provide ESS services over portal

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			people in organization via existing web portal OR a new web portal?	
132	section 2.2, page 26	While at service all administrative task should be carried out like transfer, special duty assignment, resignation, promotion, NOC issue, etc.	What do we mean by special duty assignment? Is it just to maintain information that employee is on a special duty along with some payroll implications? & also provide details around NOC requirement. Where/which processes require NOC. What all other processes can be considered in etc?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
133	section 2.2, Page 27	Handling of loans, etc.	Need more details on kind of loans & their repayment modes. If we generalize it, it can be handled in Payroll as standard.	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
134	section 2.2, Page 27	Non-contributed PF	What is non-contributed PF. Employee PF is a seeded calculation on ORACLE hence would need more clarity on non-contributed PF. Are we referring Employer's PF here?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
135	section 2.2, Page 28	System to allocate an employee's salary across multiple cost centers by fixed % or specific assignment or manual distribution	What do we conclude when we say salary across multiple cost centers? Are we talking about salary to be processed/tracked based on employee engagement on different cost centers? OR shall we assume if employee is assigned multiple assignments then whether system is having a capability	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
			to process salary for both assignments or not?	
136	section 2.2, Page 28	Audit Payroll fixation	What is Audit payroll fixation?	There is function Payroll Fixation which includes Dept Payroll Fixation, Audit Payroll Fixation, Revise Fixation, Audit Leave Increment, Revise Grade Pay etc. High level requirement is shared in RFP. Detailed requirements will be finalized and shared with the selected vendor as part of business blueprint phase.
137	section 2.2, Page 29	System to provide provision and checks for the employees to be granted LTA /LTC as per company rules	What are the company rules for LTA/LTC and what provisions and checks are being referred here?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
138	section 2.2, Page 29	Module wise functional requirements:	System to allow payments (Both Advance and Final) towards LTA / LTC either outside or with Payroll and paid as taxable/ nontaxable as per Tax rules. What are the company rules for LTA/LTC and what provisions and checks are being referred here?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
139	section 2.2, Page 29	Retirement Benefits System / Other benefits System: Pensioner Management	Need more clarity on what is in scope when we say managing pensioners? Is it restricted to pension payment only or something else as well?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
140	section 2.2, Page 30	Confidential Report Triggering and updation	What reports are considered as confidential OR only repots related to appraisals can be treated as confidential? If yes then what is triggering & updation of a confidential report?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
141	section 2.2, Page 30	Employee Self Service & Manager self-service: Standard Application of Rules	Can we be more specific w.r.t. standard application rules?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
142	section 2.2, Page 30	Manager should be able to raise request on employee behalf and approve requests raised by employees online over mobile and web. These will empower manager as envisaged by the Government of Gujarat under: ▪ Number of Employees Present or Absent ▪ Filled in Position Distribution in Subordinate Offices ▪ Online Communication to Pre-Designated Mailing List ▪ Pending Administrative Processes –PAR, TA/DA, DPC, 50-55 Review ▪ Pending Work Process Monitoring – Loan/Advances, GPF, Interest ▪ Human Resource Budgeting Talent Management -Skill / Competency Assessment, Training	Can we have more clarity on 1. Filled in Position Distribution in Subordinate Offices 2. Is GPF is different than regular PF? 3. Interest for what? 4. 50-55 review 5. PAR	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
143	Section 2.2, Page 25	MODULE WISE FUNCTIONAL REQUIREMENTS Provides Web portal communication to all people in the organization	What/which web portal is being referred here? Is it expected that ORACLE ERP will communicate with people in organization via existing web portal OR a new web portal?	Provide ESS services over portal
144	section 5.1.2, Page 39	Describe, display, and manage assets with a GIS-based interface	Is any third-party integration for GIS application or need to go with EAM inbuild functionality for Google map?	SMC is using iGIS platform. There shall be integration with the same.
145	section 5.1.7, Page 39	Integrated with Asset accounting as specified in financial accounting section with ability to display all asset accounting report	Is this means Asset link with Fixed asset: That is asset cost, depreciation, Asset Capitalization etc.	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
146	section 5.1.8, Page 39	Ability to store, populate and update exact latitude and longitude details of the asset and pass the information to and from GIS system	There is standard Google map functionality to map latitude and longitude details in EAM asset management or need to map with any custom GIS system. Please clarify on this point.	SMC is using iGIS platform. There shall be integration with the same.
147	section 5.1.9 Page 40	Lease in lease out assets and related accounting functionalities	Lease related for house/office/building/vehicle. Please specify	All the cases may exist when SMC lease out its assets or SMC maintain a leased asset. Detailed requirements will be finalized and shared with selected Vendor as part of business blueprint phase
148	section 5.3.4 Page 40	Provision for creation of job card with detail activity with allocated responsibility along with required resource.	Is there any specific format or need to map with standard ERP functionality	Detailed requirements will be finalized and shared with

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				the selected Vendor as part of business blueprint phase
149	section 5.3.12, Page 40	Ability to print work order	Is there any specific format or need to map with standard ERP functionality	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
150	section 5.4.5 Page 40	Material consumption analysis	Is Material consumption analysis based on maintenance work?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
151	section 5.4.8 Page 40	Reporting on asset/ equipment statistics like availability, utilization etc.	Is there any specific format or need to map with standard ERP functionality	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
152	section 5.5.1 Page 40	System generate online request and reservation for workshop equipment or any other service like crane with availability status	Is any specific details or format for request creation?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
153	section 5.5.2 Page 40	System generate online request for visitor gate pass for casual workman supply associated with maintenance activities	Is any specific details or format for request creation?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
154	section 4.12, Page 38	Citizen engagement is required for the projects where decision of creating a bridge/ asset, budget approvals, progress report is visible to them on GIS map where citizens can know beforehand any upcoming project decisions, traffic disruptions or gives comments. This will be	Can we know what exact details will be integrated from Project module to GIS	High level requirements are provided in section 2.2 for estimation. Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase

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		achieved by publishing details on SMC web portals. The details will come from Project Management and Asset management/ maintenance module of ERP, thus integration with SMC web portals and SMC GIS to provide this information readily.		
155	section 4.13, Page 38	Configure status indicators at summary level of Project. These indicators should be displayed in Project Center with different colors to depict project status.	Is this expected in a Report or on dashboard	SI will have to propose best practices to achieve the requirements.
156	section 4.13, Page 38	Ability to store, populate and update exact latitude and longitude details of the project and pass the information to and from GIS system.	Can we know what is the exact details to be displayed from Project Module	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
157	section 2.4.6.1, page 70	Data Migration	Indicative Data volumes - What is the Possible Master Data Volume Break up? o Vendor Master o Customer Master o Assets Master	Plz refer Appendix 5: DATA MIGRATION DETAILS. Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
158	section 2.4.6.1, Page 70	Data Migration	What will be Daily/Weekly/Monthly indicative Transactional Data Volumes?	Plz refer Appendix 5: DATA MIGRATION DETAILS. Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
159	section 1.4.3, Page 22	System should support the functionality of maintaining credit limits in both period and	In case of overdues, is there any grace periods/days/amount and is there any interest on overdue invoices?	Yes. However, Detailed requirements will be finalized and shared with

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
		value and to stop processing of invoices in case of over dues (either period or amount)		the selected Vendor as part of business blueprint phase
160	section 1.4.4, Page 22	Ability of system to invoice the customer in currency other than local currency.	Do you want to use multi-currency for all OU's?	Yes. This may needed in future. However, Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
161	section 1.4.6, page 22	Ability of the system to generate an ageing analysis at the overall balance level and also at the individual account level.	Aging report should be include salesperson & Collector also?	Yes. However, Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
162	section 1.2.2, Page 20	Ability to segregate ledger accounts such as Receipts, Payments, Asset,Liabilities etc.	On which basis to be segregate the accounts?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
163	section 1.2.3, Page 20	Ability to consolidate information within and across general ledgers for month end reporting purposes.	On which base needs to be Consolidate information across general ledgers?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
164	section 1.2.6, Page 20	Ability to support multiple levels of approval for a journal voucher before posting	Which hierarchy needs to be followed Employee or Designation?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
165	section 1.2.12, Page 21	Option to automatically reverse all provisions in the next period.	What are the types to be reverse in next period?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase

#	RFP Document Clause/ Section No. (Volume)	Content of the RFP Requiring Clarification	Clarification Sought	Response
166	Section 2.4.6.1 Page 70	Data Migration	Is Business expecting to migrate n maintain Last 12 months Trial Balance Data into ERP system?	Plz refer Appendix 5: DATA MIGRATION DETAILS
167	Section 2.4.6.1 Page 70	Data Migration	Data cleansing and preparation should be done by respective business owners for data validity. Please confirm.	Plz refer Appendix 5: DATA MIGRATION DETAILS
168	section 2.2	Module wise functional requirements: Accounts Payable	Are there any external software's in use presently for receipts, payments?	Plz refer Section 2.3 INTEGRATION REQUIREMENTS
169	section 2.2	Module wise functional requirements: Cash Management	Any external software in use for Cash n Bank Reconciliations? OR its manually being handled?	Plz refer Section 2.3 INTEGRATION REQUIREMENTS
170	section 2.2	Module wise functional requirements: Taxation	With the CGST & IGST rules recently implemented by G.O.I, this will replace VAT, other service taxes. Still, Business expects to have some local service taxes provisions to be kept? Can you please confirm?	Yes. However, Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
171	section 2.2	Taxation	Please confirm that the new tax rules will be considered for all the new Invoices ONLY.	Yes. However, Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
172	section 19.2 Page 60	Document Management Requirements. Point 3: The systems must seamlessly integrate with any or all the Core applications and shall support interface with other open-standard systems.	Are we looking for ready API of DMS to integrate with external systems? If yes, which all external systems are we considering here.	SI will have to propose best practices to achieve the requirements. Detailed requirements of external systems will be finalized and shared with the selected

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		It should provide required API for integration with external systems for document creation, indexing or categorization, retrieval and archival.		Vendor as part of business blueprint phase
173	section 19.2 Page 60	Document Management Requirements. Point 5: System should allow exporting documents from scanner, email & Microsoft Office documents directly to DMS.	What would be the expected no. of documents which will be uploaded directly through scanner.	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
174	Section 19.2 Page 61	Document Management Requirements. Point 27: It should be possible to extract the information from scanned documents like party code, project id, approver name etc. which can then be used in business processes of ERP	1)What would be the languages of document? Is it local language or English. 2) do every document follow same template?	1. Can be both Local or English 2. Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
175	Section 19.2, Page 60	Document Management Requirements. The System should maintain audit-trail of all activities being done in the system, documents etc. by users as well as administrators.	Are we looking for web based dashboard to check workflow history of document?	Audit trail will be required for all activities in the system, SI will have to propose best practices to achieve the requirements.
176	Section 19.2 Page 60	Document Management Requirements: System should allow exporting documents from scanner, email & Microsoft Office documents directly to DMS.	What would be the document types of scanned documents?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
177	Section 2, Page 14	Scope of Work	Please share details of legacy systems being decommissioned and data that needs to be migrated on ERP COTS modules	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase

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178	Section 2, Page 14	ERP Off-The Shelf Core Modules	Does the solution needs to support Multilingual function with Indian languages? Or it can operate in English/	System should have ability to accept user inputs and store data in Unicode Gujarati as well. The system should also have capability to display the captions in Gujarati. SMC will provide the necessary translations wherever required.
179	Section 2, Page 16	Procurement, Material Management & Vendor Management	Please let us know the number/qunatities. of material / asset / Vendor Service / citizen masters currently existing in system and to be migrated in new setup	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
180	Section 2, Page 16	Project & Portfolio Management	Please let us know approx number of projects running at given point in time?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
181	Section 2, Page 18	Workflow/ BPM based E-office applications using DMS	Please let us know if the DMS system is also to integrate with back end ERP core modules?	Yes
182	Section 2.2, page 24	Travel & Expenses / Payroll integration	Please let us know how often employee submit Expense? On an average how many expense reports are handled in a month? IS SMC open to using a SaaS based application for Employee Expense management?	Detailed requirements will be finalized and shared with the selected Vendor as part of business blueprint phase
183	Section 2.2, page 24	Reports	Please let us know if SMC is open to use standard report formats where	Yes

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			ever it is available readily out of system?	
184	RFP pg.77, section 2.6.3.2	SI Implementation cost	In the table provided, it is observed that the entire breakup of Implementation cost sums up to 90% only and that remaining 10% has no visibility at all? 1. You're requested to revisit the tabulation and advise? 2. It is also submitted that the entire payment of Implementation should come out by the end of Implementation itself! Kindly confirm?	Please refer Addendum & Corrigendum

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