

Sr No	Clause No./Name	Page No	Text Mentioned in RFP	Question/Issue	Response
1	21	10	The contracted vendor shall ensure that the onsite support arrangement starts within 2 weeks from the date of issue of	Whether the shortlisting of CVs from CGTMSE will begin in the mentioned time or the start of onsite training	Shortlisting will begin from mentioned time.
2	12.1	23	Service Level Definition	Kindly relax the SLA for S3 and S4	Service Level Definition may be read as per annexure - I
3	12.2	23	Service Level Target	Kindly increase the response and resolution time by 50%. Kindly reconfirm the S2 and S1 SLA	Service Level Targets may be read as per annexure - I
4	13.a.	25	Leave of absence	Increase the allowed absence to 2 (two) per month	No change.
5	Working Days/ Hours	28	Staggered working hours	Kindly fix the working hours same for the resources	No change.
6	Working Days/ Hours	28	work beyond normal working hours as well as on holidays.	No clarification on billing of extra time and days	No additional payment will be made. Optional item price applicable only for additional resources deployed.
7	10.2	22	Delay in completion/ implementation and acceptance tests/ checks beyond specified period.	Kindly clarify the specific period.	As mentioned in Service Level Target (Clause 12.2 Page 23)
8	Annexure 6	32	CGTMSE reserves the right to increase/decrease the number of development resources during the tenure of the contract. Vendor should provide the resources as per quoted man month cost	Kindly define the time period for the same. Also make provision of learning period for extra resources to be included in the man hours	Increase/decrease in the number of development resource will be as and when required. The payment for the additional resource will be made from the date of deputing the resource subject to other terms and conditions of the contract.
9	5	6	Quarterly Payment in arrears	Kindly make the payment monthly. We want to include penalty clause for delay in payment which is part of our regular agreement	The clause may be read as under:  5. Payment Terms: <b>Monthly</b> payment in arrears. However, first payment to the vendor will be payable after submission of Performance Bank Guarantee for an amount equivalent to 10% of the order value.
10	Working Days/ Hours	28	Available on Saturdays	Can make the working days to 5 days a week (Monday to Friday) and availability of 1 resource on Saturday, if required.	No change.
11	12.1	23	Service Level Definition	Can we have a brief statistics of volume of queries / CRs raised on a monthly basis for the mentioned service levels	Currently around 40-50 queries/Tickets are being received per day and 15-20 CRs are being received per month.

12	5	6	Quarterly Payment in arrears	Request to change it to monthly arrears	The clause may be read as under:  5. Payment Terms: <b>Monthly</b> payment in arrears. However, first payment to the vendor will be payable after submission of Performance Bank Guarantee for an amount equivalent to 10% of the order value.
13	23	11	Penalty for default in services	Request for overall penalty shall be capped to 10% of contract value.	No change.
14	12.5	25	Penalty Calculation	Request for overall penalty shall be capped to 10% of contract value.	No change.
15	13.b.	25	Human resources - absence beyond the prescribed leave of absence	Request for overall penalty shall be capped to 10% of contract value.	No change.
16	Scope of work	15	The time spent during learning period will not be charged to the Trust.	Pls. elaborate on this point.	The clause may be read as under:  The software engineers engaged for the maintenance support will be required to learn the details of Intranet and Internet application for initial four weeks period. During this learning period they will be assisted by the CGTMSE core team members to understand the application. The cost during this knowledge transfer period of four weeks will not be charged to the Trust.
17	Scope of work	16	The service provider shall warrant absolute satisfactory performance of the system component developed and delivered in terms of contract during the validity period of contract.	Pls. allow to include the following proviso: The warranties provided herein shall be rendered void in case of any change (including any alteration or modification), not made by Software Solution Provider or made without the consent of Software Solution Provider to some or all of the deliverables; or if the deliverables have been used otherwise than in accordance with the relevant documentation and/or as contemplated by this Agreement/ Contract, or for any defect arising out of Software Solution Provider's reliance on Purchaser's instructions, specifications, written information, materials, designs etc, notwithstanding Software Solution Provider's written contrary advice.	Any changes/modification in the software will be generally done by the service provider. However, in exceptions, in-house IT officials may also make some changes which would be intimated to the service provider.
18	Classification of activities	17	Training: The vendor would train the users in the newly developed modules as and when required/released.	Can we quote for training costs in the price bid?.	The training provided will be on newly developed modules to the end users. It would be a part of overall price quoted.

19	Special terms and conditions - 2.2	19	<p><u>The Supplier will treat as confidential all data and information about the Trust, obtained in the execution of his responsibilities, in strict confidence.</u></p>	<p><u>Request to add the following exceptions to the said clause:</u>  Confidential Information does not include information which:  is publicly available at the time of its disclosure; or  becomes publicly available following disclosure; or  is already known to or was in the possession of recipient party prior to disclosure under this Agreement; or  is disclosed to the recipient Party from a third party, which party is not bound by any obligation of confidentiality; or  is or has been independently developed by the recipient Party without using the Confidential Information;  is disclosed with the prior consent of the disclosing party;  is required to be disclosed in accordance with Court order or any other statutory or regulatory authority.</p>	<p><u>The vendor will not reveal such information to any other party without the prior written approval of the Trust.</u></p>
20	Special terms and conditions - 5.3	20	<p>Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure.</p>	<p>Request to allow that in case of increase in taxes, duties or levies or in case of introduction of any new tax, duty or levy by the government during the contract period, the same shall be paid or reimbursed by the Purchaser.</p>	<p>The prices would be inclusive of all taxes at current rate. Any changes upward or downward at a subsequent date. If any would be considered separately.</p>

21	Special terms and conditions - 7.1	21	<p>In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim.</p>	<p><u>Pls. add the following provision:</u>  Vendor shall be liable to indemnify the Purchaser only if:  (i) Purchaser has promptly provided Vendor intimation of such claim; (ii) Purchaser has not admitted to or accepted any of the claim; (iii) Purchaser has authorized Vendor to defend or settle the claim; (iv) Purchaser has provided such assistance and information to Vendor as may be required by Vendor.  Further, Vendor indemnification shall not extend to any such Liability which arises as a result of (a) use of Vendor deliverables or Services in a manner inconsistent with instructions or documentation provided by Vendor; (b) combination of Vendor deliverables or Services with software or other programs not provided by the Vendor.</p>	<p>The clause may be read in conjunction to the following text:  If the use of any software by the Trust in accordance with this agreement and the documentation infringes the intellectual property rights of any third party, the service provider shall be primarily liable to indemnify the Trust to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceeding initiated by third party for such infringement, subject to the following conditions:  1. The claim relates to software/tools provided by the service provider.  2.1 The Trust on becoming aware of such infringement promptly notifies the service provider in writing about the existence of the claim  2.2 Allows the service provider to defend or settle the claim and to control any proceedings; and  2.3 supplies all necessary cooperation and assistance to the service provider in defending or settling the claim at service provider's expense.</p>
22	Special terms and conditions - 10	22		<p>Request to allow for following cure period before termination:  In the event of breach/default of vendor, the purchaser shall provide vendor with a reasonable cure period, which shall be as mutually decided by both the parties. The decision to forfeit the performance security or to terminate the contract shall be taken only if the breach/default continues or remains unrectified, for reasons within the control of vendor, even after the expiry of the cure period.</p>	<p>New Addition under Clause No. 10.2 Page 22:  In the event of breach/default of vendor, the purchaser shall provide vendor with a reasonable cure period not more than one month, which shall be as mutually decided by both the parties. The decision to forfeit the performance security or to terminate the contract shall be taken only if the breach/default continues or remains unrectified, for reasons within the control of vendor, even after the expiry of the cure period.</p>

23	Additional Clause			<p>Request to add the following clauses in the agreement:</p> <p><b>Limitation of Liability</b>  Subject to anything to the contrary in the Agreement, in no event shall either Party be liable, whether in contract, tort, or otherwise, for special, punitive, indirect or consequential damages, including, without limitation, loss of profits or revenues arising under or in connection with this Agreement even if such Party has been advised in advance of their possibility. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of vendor for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), the consideration actually received by vendor under this Agreement.</p>	<p><b>Limitation of Liability</b>  Subject to anything to the contrary in the Agreement, in no event shall either Party be liable, whether in contract, tort, or otherwise, for special, punitive, indirect or consequential damages, including, without limitation, loss of profits or revenues arising under or in connection with this Agreement even if such Party has been advised in advance of their possibility. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of vendor for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), the total contract value under this Agreement.  In case of IPR infringement claim in respect of software brought in by the service provider, the liability shall be to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by the third party for such infringement.</p>
24	Additional Clause			<p>Request to add the following clauses in the agreement:</p> <p><b>Amendment</b>  No amendment to this agreement is valid unless signed by a persons duly authorized by the parties.</p>	<p>Agreed and understood</p>

25	Additional Clause			<p>Request to add the following clauses in the agreement:</p> <p><b>INTELLECTUAL PROPERTY</b></p> <p>Intellectual Property Rights' means all rights in inventions, patents, copyrights, design rights, trade marks and trade names, service marks, trade secrets, know how and other intellectual property rights (whether registered or unregistered) and all applications for any of them, actual or pending anywhere in the world.</p> <p>By entering into this Agreement, the parties undertake:</p> <p>1) to protect each other's intellectual property, 2) not to use each other's intellectual property without the prior written consent, 3) ensure the confidentiality of such intellectual property within their respective organizations, 4) not to use each other's intellectual property should this arrangement be dissolved. The Parties agree that neither of them shall gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other Party.</p>	Agreed. Can be included
26	Additional Clause			<p>Change Order:</p> <p>If any change in Scope of Work causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.</p>	No change.
27	Technical Queries			<p>Development of new forms &amp; reports of various modules as needed from time to time as required by the Trust. How many number of modules are there in the current system?</p>	11 Modules at present.
28	Technical Queries			<p>Servers-Is there a DR/Test server?</p>	Test servers available.
29	Technical Queries			<p>Tuning applications-Is there a performance monitoring tool?</p>	Oracle tuning pack being used for Oracle Optimization
30	Technical Queries			<p>Tools-What are the existing tools available in the system?</p>	Oracle enterprise manager is being used for monitoring database.

31	Technical Queries			Implementation of new changes in the application software as and when any new business rules and deployment, logic processes etc. comes into effect. How many no. of approx txns expected per day/month.. how many tickets are expected as on date or how many change requests on an average are expected/month?-	Currently around 40-50 queries/Tickets are being received per day and 15-20 CRs are being received per month.
32	Technical Queries			Support-The RFP is intended only for application support; hardware support is not in scope. Kindly ascertain?	Hardware support is being provided by hardware supplier and does not form a part of this arrangement. However, in case of hardware failure, vendor is expected to co-ordinate and extend co-operation.