## Pre-bid query reply against RFP No.ASDM-51/2017/359 dated 12.2.2018

| of the Company/Firm:  |  |  |   |  |  |
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|   |  |  |   |  |  |
| S.No.   | RFP Clause No.<br>6.3. Scope of Work   | Page No.   | Query / Suggestion / Clarification<br>2. Identification of specifications for hardware and system software required for the portal  | Query / Suggestion / Clarification<br>Please confirm that all the Hardware and software required will be provided by the Assam Skill Development   | Please refer clause FIN-2 of Section 5. Where it is mentioned that Bidder wi   |
| 1   | Overview   | 30   | 2. Identification of specifications for hardware and system software required for the portai  | Department.  | the cost of the entire software. As Cloud hosting will be requested so question  |
|   | Pt. No.2   |  |   | Also, please confirm that all the Hardware required for for training (monitoring devices - CCTV etc.) will be  | handware arise. CCTV will be deployed by ASDM for the the training center.   |
|   | 10.10.2  |  |   | provided by the Assam Skill Development Department.  | nandware ande, eer i win de deplojed by Abbin for the the training territer.   |
|   |  |  |   | provided by the Assam skill beveropment bepartment.  |  |
| 2   | Clause 6.3. Scope of Work  | 50   | 6. x. Integration with employment exchange databases and leading job portals  | Please confirm that the Assam Skill Development Department will coordinate for enaggement and information  | OK   |
| -   | Overview   |  | xi. Integration with Sector Skill Councils, Assessment and Certification modules  | gathering from all the integration parties.  |  |
|   | Pt No.6  |  | A. Integration with Sector skill councily, Assessment and certification modules   | Barriering non an tre integration parties.   |  |
| 3   | Clause 6.3. Scope of Work  | 51   | 5. Monitoring and Evaluation: Modern technologies that allow video capture of student participation and monitoring  | Please ellaborate the scope as the requirement and the required level of monitoring.   | Live capture of CCTV images and uploading of biomatric attendance sheets   |
| 3   | Portal Application design, development and   | 31   | of the work should be a key feature of the portal so that anow video captore of student participation and monitoring  | Also conform that whether the integration with the AADHAR / Biometric/ Facial recognition is required or not.  | training center to MIS system is required  |
|   | implementation   |  | provide business logic and simple analytics capability to monitor and evaluate the performance under various  | Also conform that whether the integration with the AADHAK / Biometric/ Facial recognition is required or not.  | training center to will system is required   |
|   | Pt No 5  |  | schemes   |  |  |
|   | Pt. No.5.  |  | schemes.  |  |  |
|   |  |  |   |  |  |
| 4   | Section 2. Data Sheet & Instructions to Bidders (ITB)  | 33   | 3. Experience of undertaking Program Management of large IT projects preferably in Skill Development with total   | Request to please reframe the criteria as -  | As per RFP   |
|   | 21. b. Technical Evaluation Criterion  |  | project value > 10 Crore (Total - 15 Marks)   |  |  |
|   | Pt. No. 3  |  | <ul> <li>5 Marks for each project upto a maximum of 2 projects.</li> </ul>  | 3. Experience of undertaking Program Management of large IT projects including training and capacity building  |  |
|   |  |  | - Maximum 5 marks in addition to above in case any of the project is a Skill Development Project.   | with total project value > 10 Crore (Total - 15 Marks)   |  |
|   |  |  |   | <ul> <li>5 Marks for each project up to a maximum of 2 projects.</li> </ul>  |  |
|   |  |  |   | - Maximum 5 marks in addition to above in case any of the project users have students as the primary users   |  |
|   |  |  |   | of the application and involve at least 3 modules similar to scope mentioned in this RFP   |  |
|   |  |  |   | of the application and involve at reast 3 modules similar to scope mentioned in this kee   |  |
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|   |  |  |   |  |  |
|   | Clause 13.2 : Proposal validity  | 13   | In exceptional circumstances, prior to the expiration of the bid validity period, the tendering ASDM may request  | Bidder may be given chance to resubmit it's price quote in case of extension, if they wish.  | As per RFP   |
| 5   | clause 13.2 : Proposal validity  | 13   |   | pidder may be given chance to resubmit it's price quote in case of extension, if they wish.  | AS per KPP   |
|   |  |  | bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A  |  |  |
|   |  |  | bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be  |  |  |
|   |  |  | required or ermitted to modify its bid. The request and the responses shall be made in writing.   |  |  |
|   |  |  |   |  |  |
| 6   | Data Sheet. Point 15   | 29   | Project Manager - IT & MIS : BE/ B Tech or MBA with 7+ years of work experience in Project management, Software   | We request to ammend the criteria as below:  | OK   |
|   |  |  |   |  |  |
|   |  |  |   | Project Manager - IT & MIS : BE/ B Tech /MCA or MBA with 7+ years of work experience in Project management,  |  |
|   |  |  |   | Software   |  |
| -   |  |  |   |  | 14 will be an able to see a be an able to be a sector of the sector of   |
|   | Section 7 Suggested Minimum Deliverables and   | 58   |   |  |  |
| /   | Section 7. Suggested Minimum Deliverables and<br>Payment Terms   | 58   |   | We would request to indicate timeline for approval of deliverables at various stages. Any deliverable submitted<br>should be reviewed within 15 days. All reviewed comments if addressed in revised document and submitted   | in will bear the costy throughout the contract period.   |
| /   |  | 58   |   | should be reviewed within 15 days . All reviewed comments if addressed in revised document and submitted   | IA will bear the costy throughout the contract period.   |
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| S.No.   | Payment Terms VKCL  IFP Clause No.  IP Clause No. IP  | Page No. Page No. Page No. C Opening and Evaluation(Pre-Qualification) | Cuery / Sugestion/ Claffication The Bidder should have average minimum annual turnover of INR 30 Cores in the preceding there financial years (Le P 201- 2015 & 2015-2016 and 2016-2017) The Bidder should have average minimum annual turnover of INR 10 Cores from IT Advicory / T Constainery / Software   | should be reviewed within 153 days. All reviewed comments if addressel in revised document, and submitted<br>within next 7 days will be approved within subsequent 7 days.  As mentioned in the tender document, the bidder may be expected to integrate their placement portal with<br>external enclopement portals. Can ASD Mentioned Technologies and the set of the set of the set of the set of the desired enclopement portals and leading job portals along with their cost of<br>ASPs, if any their two lable easier for us to<br>derive the final software development cost more processive?<br>Third party ASD setware will be integrated by the bidder. If ASDM wanted bidder to borne the cost send SMSes<br>then the ternative number of counts per<br>war about the configurated by the bidder. If ASDM wanted bidder to borne the cost send SMSes<br>them the ternative number of counts per<br>war about the configuration and balance. If is mentioned that the system is supposed to generate<br>about softing part's accounting units is expected in Trial balance and Balance shares the trial balance<br>about softing part's accounting units expected or what?<br>It is not clear from the Financial Management System? indicative functions that whether ASDM wanted to<br>manage there inter accounts from the<br>about statime accounts from the system or<br>only Silling part's accounting unit be managed through Financial Management System.<br>After pre-Bid, with Bidder about and to derive the best quote, if we need any sort of<br>canfination them what is the process of<br>settims such surfaced (minimal ward) approves of<br>settims such surfaced (minimal ward), parts accounting with the BF by feel that firms having experience in software development<br>are to bidder there for a bidder should have minimus<br>amual surmore of or when from the BF by feel that firms having experience in software development<br>are the text fir first having the present at the BH by the firms having experience in software development<br>are the text fir first having the present the Text bidder duoted have emaintermine mini       | Response Res |
| S.No.   | Payment Terms VKCL  IFP Clause No.  IP Clause No. IP  | Page No. Page No. Page No. C Opening and Evaluation(Pre-Qualification) | Cuery / Sugestion/ Carification  The Bidder should have average minimum  shmula turnover of INR 50 Cores in the preceding three financial years (Le PF 2014- 2015 & 2015-2016 and 2016-2017)  The Bidder should have average minimum annual turnove of INR 50 Cores for IT Advisory / IT Consultancy / Software development in the preceding thee financial   | should be reviewed within 153 days. All reviewed comments if addressel in revised document and submitted<br>within next 7 days will be approved within subsequent 7 days.  Covery Sourcestoin/Christiana A mentioned in the toole counsent, the bidder may be expected to integrate their placement portal with<br>Covery Sourcestoin/Christiana A mentioned in the toole counsent, the bidder may be expected to integrate their placement portal with<br>Covery Sourcestoin/Christiana A mentioned in the toole counse for us to<br>derive the final software development cost and provide the source of the development cost on<br>derive the final software development cost and provide the source of the development cost on<br>derive the final software development cost and provide the source of the development cost on<br>derive the final software development cost and provide the software development cost on<br>derive the final software development cost on provide the software development cost on<br>derive the final software development cost on<br>derive the final software development cost and provide the software development<br>development derive on Financial Management System, it is mentioned that the system is supposed to generate<br>various finand statements like trial<br>balance, balance sheet dc. What is expected in Trial balance and Balance sheet? As the system is only concerned<br>about softing part trial balance and balance<br>and the provide with a balance and balance<br>and the provide with balance and balance<br>and the provide with the process of<br>desting such averted cost multion the source downed and to derive the best quote, if we need any sort of<br>carrification then what is the process of<br>desting such quoteics datement as: The Bidder should have minimum<br>proceeding three financial Jana 2016-2017.<br>As per the basit, for the sagnet. If an Kristian finans having experience in software development,<br>are best, if for the sagnet and the fifty we financial finans having experience in software development,<br>are best, for the sagnet and 2016-2017.<br>As per the sco   | Response Res |
| S.No.   | Payment Terms VKCL  IFP Clause No.  IP Clause No. IP  | Page No. Page No. Page No. C Opening and Evaluation(Pre-Qualification) | Outery / Suggestion/ Claffication           The Bidder should have average minimum<br>annual turover of INR 50 Cores in the<br>preceding there financial years (Le 77 2014-<br>2015 & 2015-2016 and 2016-2017)           The Bidder should have average minimum<br>annual turover of INR 10 Cores from IT<br>Adviory / (T Constancy / Software<br>development in the preceding there financial<br>years (Le 7. 2014 2015 & 2015-2016 and  | should be reviewed within 153 days. All reviewed comments if addressin in revised document, and submitted<br>within next 7 days will be approved within subsequent 7 days.  Currey / Sourcetion/ Challention As mentioned in the tender document, the bidder may be expected to integrate their placement portal with<br>external encipromet portals. Can ASDM mention the name of the device employment portals and leading job portals along with their cost of<br>ASR; if any them to wold be easier for us to<br>device the final software development cost more processly?<br>Third party SMS development cost more process of<br>device the cost from the Financial Management System; indicative functions that whether ASDM wanted to<br>manage there direct eccounts from this system or<br>only SWIIng part's executors of based to<br>device the revised statement as: the Bidder should have minimum<br>annual turnove of RNS 10 Coros in the<br>proceeding three financial years (1, e. P 2014- 201 | Response Res |
| S.No.   | Payment Terms VKCL  IFP Clause No.  IP Clause No. IP  | Page No. Page No. Page No. C Opening and Evaluation(Pre-Qualification) | Cuery / Sugestion/ Carification  The Bidder should have average minimum  shmula turnover of INR 50 Cores in the preceding three financial years (Le PF 2014- 2015 & 2015-2016 and 2016-2017)  The Bidder should have average minimum annual turnove of INR 50 Cores for IT Advisory / IT Consultancy / Software development in the preceding thee financial   | should be reviewed within 153 days. All reviewed comments if addressel in revised document and submitted<br>within next 7 days will be approved within subsequent 7 days.  Covery Sourcestoin/Christiana A mentioned in the toole counsent, the bidder may be expected to integrate their placement portal with<br>Covery Sourcestoin/Christiana A mentioned in the toole counsent, the bidder may be expected to integrate their placement portal with<br>Covery Sourcestoin/Christiana A mentioned in the toole counse for us to<br>derive the final software development cost and provide the source of the development cost on<br>derive the final software development cost and provide the source of the development cost on<br>derive the final software development cost and provide the source of the development cost on<br>derive the final software development cost and provide the software development cost on<br>derive the final software development cost on provide the software development cost on<br>derive the final software development cost on<br>derive the final software development cost and provide the software development<br>development derive on Financial Management System, it is mentioned that the system is supposed to generate<br>various finand statements like trial<br>balance, balance sheet dc. What is expected in Trial balance and Balance sheet? As the system is only concerned<br>about softing part trial balance and balance<br>and the provide with a balance and balance<br>and the provide with balance and balance<br>and the provide with the process of<br>desting such averted cost multion the source downed and to derive the best quote, if we need any sort of<br>carrification then what is the process of<br>desting such quoteics datement as: The Bidder should have minimum<br>proceeding three financial Jana 2016-2017.<br>As per the basit, for the sagnet. If an Kristian finans having experience in software development,<br>are best, if for the sagnet and the fifty we financial finans having experience in software development,<br>are best, for the sagnet and 2016-2017.<br>As per the sco   | Response Res |

| 3                            | Section 2. Data Sheet & instructions to Bidders (ITB)  | C Opening and Evaluationb(Technical Evaluation<br>Criterion) | Bidder should have implemented[managed web based Project with a number of Users / Registered students<br>[Conditiester] ergistered in a single IT & MIS System/ Skill development Portal in India NO. of users<br>+>=10 Lukhs : 10 marks<br>+>=5 Lakhs nd < Lakt : 10 marks<br>+ 51 Lakhs : 0 marks   | As mentioned in BTP the state ensigges skill development of 10 task youch in the next 5 years, this is the flag<br>which has been visualled to achieve within the state. However, such institution statem in national level has a<br>registration count of around 3 task users. One such application is 550M of GoK. Keeging view of such interesting<br>statistics we request to change the criteria for healthy competitions and anoth the statements as stiffeer should<br>have implemented, managed we based Project with a number of Users, Registered students (Candidates)<br>registrated in a significant of the State Statement as stiffeer should<br>have implemented. The state Statement State Statement as stiffeer should<br>have implemented. The State Statement State Statement Statement Statement Statement Statement<br>= >-21 Labits and CL abits: marks<br>= <1 Labits and CL abits: marks | As per RFP.  |
|------------------------------|--|--|---|--|--|
| 4                            |  |  | NSIC Exemption  | We have been exempted by NSIC for any kind of tender fee & EMD. Hence we want to avail the benefit.  | Provide more information on the relaxation sought for and the category of NSIC<br>empanelment.   |
| 5                            | Operation & Maintenance  | Annual Technology Support                                    | The bidder shall be responsible for arranging for annual technology support for the products to<br>ASDM provided by respective OEMs. ASDM would require ATS for a period of 3 years from the<br>date of go-live of all the applications.  | Please provide clarity about the ATS. As per our understanding we do not find any kind of equipement supply.   | empaneiment.<br>The software should be delpoyed in the cloud so no question about equipment<br>supply.   |
| 6                            | Operation & Maintenance  | Application Software Maintenance                             | All patches and upgrades from OEMs shall be implemented by the bidder ensuing customization<br>done in the solution as per the ASDM's requirements are applied. Technical upgrade of the installation to the new<br>version, as and when required, shall be done by the bidder.   |  |  |
|                              |  |  | SMS Gateway,Payment Gateway   | Please specify who is going to provide the gateways, either department or bidder.  | Till the contract period is over the bidder has to take care after that ASDM will<br>continue to take care of the SMS Gateway and payment Gateway. |
| Name of the Company/Firm: TC |  |  |   |  |  |
| Name of the Company/Firm: TC | 5  | 1  |   |  |  |
| S.No.                        | RFP Clause No.   | Page No.   | Query / Suggestion/ Clarification   | Query / Suggestion/ Clarification  | Response   |
| 1                            | 13 Proposal Validity   |  | 13.2 In exceptional circumstances, prior to the expiration of the bid validity period, the tendering ASDM may request<br>bidders to extend the period of validity of their Bids.<br>The EMD shall also be extended for a corresponding period   | Request to kindly allow Bidders to have option to extend the validity of the Bid without extending the validity of<br>the EMD submitted along with the Bid   |  |
| 2                            | 13 Proposal Validity   | 13   | 13.3 if it is established that any Key Expert nominated in the Consulting Firm / Agency's Proposal was not available at<br>the time of Proposal submission or was included in the<br>Proposal without his / her confirmation; such Proposal shall be disqualified and rejected for further evaluation.  | Kindly once Bidders shall submit indicative CVs of Key Experts at the time of proposal submission. However, the<br>personnel shall be the employees of the Bidders organisation  | ASDM is looking for a Quality Software within time line mentioned in the RFP.  |
| 3                            | 15.3 Substitution of Key Experts at Validity Extension   | 14   | The Implementing Agency should provide a replacement within 30 days<br>of such written request placed by ASDM otherwise penalty will be leviable as per Service<br>level metrices.  | Kindly clarify regarding the penalty applicability percentage with regarding to Key Experts mentioned in the<br>above clause   | Please refer APPENDIX III: Service Level Metrices, point 3 under note section.   |
| 4                            | 39 Liquidated Damages  | 19   | Liquidated Damages  | It is recommended to levy 0.5% of the project cost for every week of delay or part thereof, subject to maximum   | As per RFP.  |
| 5                            | 17 Earnest Money Deposit   |  | 17.5 Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award<br>of contract.  | of not more than 5% of the project cost<br>Request to kindly return the EMD of unsuccessful bidders immediately after finalization of the successful bidder  | As per RFP.  |
| 6                            | 20.5 Criteria, sub-criteria, and point system for the<br>evaluation of the Pre- Qualification and Full<br>Technical Proposals: | 32   | The blader should have similar experience in<br>end to end IT implementation of at-least one<br>e-Governance Project during the last three<br>equira 2014-2015 & 2015-2016 and 2015/017,<br>with project value d the above<br>component -rs-R. I Cores for any Central<br>Govel, J state Govel, / NSDC / State Stall<br>Development Misch (All State Stall  | "Similar experience "- Can we provide any IT e governance project. OR a similar project in IT & MIS System -Skil<br>development Portal is needed here ?  | As per RFP.  |
| 7                            | 20.6 Criteria, sub-criteria, and point system for the<br>evaluation of the Pre- Qualification and Full<br>Technical Proposals: | 33   | Aeenory', Any other Government aeency in India<br>The bidder must posses a valid Capability<br>Maturity Model (CIML Level 3), certificate<br>valid as on bid calling date.  | Request you to make CMM Level 3 to CMM Level 5   | As Per RFP.  |
| 8                            | 21.b. Technical Evaluation Criterion   | 33   | 2.Bidder should have implemented/<br>managed web based Project with a<br>number of User/ Nigettered students<br>(Candidate): registered in a single IT<br>& Mi Stystered, Sild development<br>Portal in India<br>+>50 Lahks: 10 marks<br>+>55 Lahks: 10 marks   | Indity modify the clause to Talded should have managed Project<br>with number of Users / Registered in a<br>single IF & McSystem Skill<br>development Portal in India<br>+>>5 thousand 1 m or thousand should be the<br>+>2 thousand 1 mArk's<br>+>2 thousand 1 mArk's   | As per RFP   |
| 9                            | 21.b. Technical Evaluation Criterion   | 33   | 3 Experience of undertaking Program<br>Management of large IT projects<br>preferably in SIII Development with<br>total project value > 10 Core<br>S Marks for each project  | Kindly relax this criteria   | As per RFP   |
| 10                           | 39.8   |  | Limitation of Liability- In one event shall either party be liable for consequential incidental, indirect, or punitive loss,<br>damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation<br>hereto (whether<br>in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts<br>invoiced but not yet paid) under this Agreement.  |  | As per RFP   |
| 11                           | APPENDIX III: Service Level Metrices   | 66   | <ol> <li>Delays in submission of deliverable: Delay in delivery of any deliverable as mentioned in Section<br/>7, shall incur penalty of 5% of the payment linked to the deliverable for every week of delay. If<br/>the value of penalty accumulated at any time in the Contract, is more than 20% of the total<br/>Contract value, then ASDM shall reserve the right to terminate the contract.</li> </ol>  | In this clause we are talking about imposing penalty of 5% per month, however in given RFP condition ASDM<br>withheld amount against the deliverable and release payment once delivery target is met_Please clarify,<br>whether ASDM retaining money or imposing penalty.  | As per RFP.  |
| 12                           | 52.3   |  | Termination for Convenience   | It is recommended to remove this clause.   | As per RFP.  |
| 13                           | 52.5.2   | 25   | Suspension-The ASDM may, by written notice of suspension to the Technical Consultant, without any obligation<br>(financial or otherwise) suspend all the payments to the Consulting Firm / Agency hereunder if the Consulting Firm /<br>Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement  | It is recommended to remove this clause and payment should be made on prorata basis.   | As per RFP.  |
| 14                           |  |  |   | Request a confirmation from ASDM, that all Infrastructure (HW OR SW) will be provided and maintained by<br>ASDM only, bidder is only liable for supply of manpower.  | As per RFP.  |
| 15                           | General  | General  | General   | It is recommended to pay the invoices raised by TCS within 30 days of receipt of invoices, failing which interest  | ASDM will not entertain.   |
| 16                           | General  | General  | General   | @ 25 per month shall be charged.<br>There is no clause for Exit Management in the RFP.   | Please refer 52 Termination Clauses  |
|                              | 6 3 Seen 61471-  |  | 1 Dartal Analisation decime development and implements****  | It is recommended to include this clause.  | ASDM doos not impose nou certriction in Africanned   |
| 17                           | 6.3 Scope of Work  |  | 1. Portal Application design, development and implementation     6. Francial & Asce Management System— Generation of integrated reports involving     both physical & financial targets & achievements, budget monitoring on real time     bashs, integration with 7 dard ray systems like Banks payment system, Malia gateways,     SMS gateways, complete accounting for various transactions (recepts, payments,     comunable & ance oncumable assets etc.) of the Mission, penulty and performance | Is it in open source community edition or enterprise edition?<br>Who will provide the payment gateway and SMS gateway?   | ASDM does not impore any restriction in this regard.   |
|                              |  |  | tracking as stipulated in the RFP   |  |  |
| 19                           |  | 50   | 6.10 Integration with employment exchange databases and leading job portals   | Who will bear the cost of third party services for integration with leading job portals?   | A  |

|                | Portal Application design, development and | 51 | 9.Language: The system should have English language interface. It should allow English | Is this portal will be multilingual?What about the laguage of other forms?   | Only English             |
|----------------|--|----|--|--|--------------------------|
|                | implementation                             |    | data entry in selected forms.  |  | NO NO                    |
| 21             | 6.4. Modules and Functionalities           | 54 | 11.5 Analytics->Fraud Detection  | what would be the process of detection?<br>Request to kindly include the following standard terms for Contract :   | NO                       |
| 22             |  |    |  | Request to kindly include the following standard terms for contract :  |                          |
| 24             |  |    |  | Validity of Proposal   |                          |
| 25             |  |    |  | This proposal will remain valid for acceptance for a period ofweeks from the proposal date.  | As per RFP               |
| 26             |  |    |  | Language for Communication   |                          |
| 27             |  |    |  | The official language for communication on this assignment will be English. Further, all deliverable documents   | As per RFP               |
| 10             |  |    |  | will be in the English language.   | Pa partiti               |
| 29             |  |    |  |  |                          |
| 30             |  |    |  | Letter of Acceptance As the first step for the assignment, the BUYER will issue Bidder a Letter of Acceptance. This letter will refer to   | As per RFP               |
| 31             |  |    |  | as the list step for the assignment, the BOTER will issue Bidder a Letter of Acceptance. This letter will refer to<br>proposal and confirm its acceptance. Initial payment, by cheque or draft drawn on a branch at the location of  | As per KFP               |
|                |  |    |  | Bidder's branch submitting the proposal, must accompany the Letter of Acceptance.  |                          |
|                |  |    |  |  |                          |
| 32             |  |    |  | Lead Time  |                          |
| 33             |  |    |  | Bidder will commence work within weeks of receiving the requisite advance payment.   | As per RFP               |
| 35             |  |    |  |  |                          |
| 36             |  |    |  | Execution Infrastructure   |                          |
| 37             |  |    |  | The BUYER will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the  | As per RFP               |
|                |  |    |  | assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged<br>for and provided at no cost to Bidder. The infrastructure will include:   |                          |
|                |  |    |  | for the provided of no east to block. The initial decide with heade.   |                          |
| 38             |  |    |  | Office space;  |                          |
| 39             |  |    |  | Hardware and software;   |                          |
| 40             | 1  |    |  | Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks,<br>tapes, cartridges, DATs;  | As per KFP               |
| 41             |  |    |  | Office stationery and consumable;  | As per RFP               |
| 42             |  |    |  | Secretarial assistance, if necessary at site;  | As per RFP               |
| 43             |  |    |  | Telephone, e-mail and fax facilities at site;  | As per RFP               |
| 44             |  |    |  | Photocopying assistance;<br>Masting Room (addition including room anyinged with a writing board, conting arrangements, computers /   | As per RFP               |
| 45             | 1  |    |  | Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/<br>terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided).   | As per RFP               |
|                |  |    |  |  |                          |
| 46             |  |    |  | The above-mentioned infrastructure will be required for work to be carried out at the site of BUYER during   | As per RFP               |
|                |  |    |  | regular working hours. BUYER shall make arrangements to provide for the same beyond these hours such as  |                          |
|                |  |    |  | after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.  |                          |
| 47             |  |    |  |  | As per RFP               |
| 48             |  |    |  | Co-ordination  | As per RFP               |
| 49             |  |    |  | BUYER will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this   | As per RFP               |
|                |  |    |  | assignment. BUYER will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various<br>BUYER Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have  |                          |
|                |  |    |  | necessary authorization from BUYER to take decisions and give timely approvals as per the need of the project.   |                          |
|                |  |    |  |  |                          |
| 50             |  |    |  |  |                          |
| 51             |  |    |  | Assistance<br>The BUYER will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed   | As nor PED               |
|                |  |    |  | change-requirements (Change Requests), availability of materials such as documents and equipment, meetings   | es por terr              |
|                |  |    |  | with relevant users and other personnel among other requisites for Bidder to understand and document the   |                          |
|                |  |    |  | same for the purpose of time-bound formal approval by the BUYER, before the service is undertaken by Bidder.   |                          |
| 53             |  |    |  | Necessary and sufficient time will have to be spent by Users in BUYER with Bidder personnel during this stage of   | As not BED               |
| 33             |  |    |  | the assignment.  | As per KIP               |
| 54             |  |    |  |  |                          |
| 55             |  |    |  | Methodology, Tools and Techniques  |                          |
| 56             | 1  |    |  | Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any<br>change in these, if desired by the BUYER will need to be communicated to Bidder in writing with a reasonable  | As per RFP               |
|                |  |    |  | notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility   |                          |
|                |  |    |  | and cost.  |                          |
| 57             |  |    |  |  |                          |
| 58             |  |    |  | Deliverables<br>The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.   | As nor REP               |
| 29             |  |    |  |  |                          |
|                |  |    |  | The deriver and a per the details of the deriver ables provided in the decompanying rectiment ropsale.   |                          |
| 60             |  |    |  | The detectuales will be as per the details of the detectuales provided in the decompanying realister response.   |                          |
| 61             |  |    |  | Acceptance of Deliverables   |                          |
|                |  |    |  | Acceptance of Deliverables<br>BUYER will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)   | As per RFP               |
| 61             |  |    |  | Acceptance of Deliverables<br>BUTR will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as gor the schedule presented in the accompanying Technical Proposal.   | As per RFP<br>As per RFP |
| 61<br>62       |  |    |  | Acceptance of Deliverables<br>BUTR will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as per the schedule presented in the accompanying Technical Proposal.<br>The application software (if any) will be delivered/installed for acceptance to BUTR as and when the same is<br>ready for delivery. The actual Acceptance Testing of the software will be the regoonability of BUTR. BUTR will   |                          |
| 61<br>62       |  |    |  | Acceptance of Deliverables<br>BUTR8 will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as per the schedule presented in the accompanying Technical Proposal.<br>The application software (if any will be delivered/shatlef or acceptance to BUTR8 and when the same is<br>ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUTR8. BUTR8 will<br>prepare the Acceptance Test data along with the expected test results (consistent with the detailed  |                          |
| 61<br>62       |  |    |  | Acceptance of Deliverables<br>BUTR will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as part the schedule creented in the accompanying Technical Proposal.<br>The application software (if any) will be delivered/installed for acceptance to BUTR as and when the same is<br>ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUTR. BUTR will<br>prepare the Acceptance Test data along with the expected test results (consistent with the dealaid<br>specifications of the system and any change-request agreed in the document) and use pit results (less four (4)  |                          |
| 61<br>62       |  |    |  | Acceptance of Deliverables<br>BUTRS will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as are the schedule presented in the accompanying Technical Proposal.<br>The application software (if any will be delivered/shatler for acceptance to BUTRS as and when the same is<br>ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUTRS. BUTRS<br>program the Acceptance Test data along with the expected test results (consistent with the detailed<br>specifications of the system and any change-request agreed in the documents) and keep it ready at less for u(c)<br>weeks in advance before the schedule commensement of the Acceptance Testing of the software. The  |                          |
| 61<br>62       |  |    |  | Acceptance of Deliverables<br>BUTRs will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as per the schedule presented in the accompanying Technical Proposal.<br>The application software (if any will be deliverad/httaller deliverad/httaller acceptance to BUTRs and when the same is<br>ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUTRs. BUTRS will<br>preare the Acceptance Test data along with the expected test results (consistent with the detailed<br>specifications of the system and any charge-request agreed in the documents) and keep it ready at least four (c)<br>weeks in advance before the schedule commenement of the Acceptance Testing of the software. The<br>acceptance testing will be based on the test case provided by BUTRS. Butdee will provide support for any<br>clarification during the Acceptance Testing of the system. Detects 1 any, observed by BUTRs. But enotified to<br>activity of the software of the software of the software for the software.  |                          |
| 61<br>62       |  |    |  | Acceptance of Deliverables<br>BUTRN will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as per the schedule presented in the accempanying Technical Proposal.<br>The application software (if any) will be deliverad/statistic for acceptance to BUTRN as and when the same is<br>ready for delivery. The actual Acceptance Technical Proposal<br>presente the Acceptance Tech data along the sequence there usuals (consistent with the detailed<br>presente the Acceptance Tech data along the sequence transition (section with the detailed<br>presente the Acceptance Tech data along the sequence transition (section with the detailed<br>works) in advance before the scheduled commonsement of the Acceptance. Testing of the software. The<br>acceptance testing with be based on the caces provide by BUTRR. BufVR will be notified to<br>data/fictations during the Acceptance Testing of the system. Defects if any, observed by BUTRR, will be notified to<br>BufVR with the set of the values of delivers, BufVR. BufVR will be notified to<br>bidser in writing in the testing of the system. Defects if any, observed by BUTRR, will be notified to<br>where not taker than two 2), weeks of delivers, BufVR alder will be detects that are a deviation.  |                          |
| 61<br>62       |  |    |  | Acceptance of Deliverables<br>BUTRs will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as or the schedule presented in the accompanying Technical Proposal.<br>The application software (if any will be delivered/shatler for acceptance to BUTRs and when the same is<br>ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUTRs. BUTRS WILL<br>prepare the Acceptance Test data along with the expected test results (consistent with the detailed<br>specifications of the system and any charge-request agreed in the documents) and keep it ready at least 00 rel/s<br>weeks in advance before the schedules commensement of the Acceptance Testing of the software. The<br>acceptance testing will be based on the test cases provided by BUTRS, Budder will provide support for any<br>califrications during the Acceptance Testing of the system. Detects 11 any, observed by BUTRS, BUTRS the softed by<br>Budder will provide support for any<br>califrications during the Acceptance Testing of the system. Detects 11 any, observed by BUTRS, BUTRS and the acceptance with<br>Budder in writing not later than two (2) weeks of delivery. Budder will provide support for any<br>califrications during the acceptance registing the acceptance, which evers its advance will confirm acceptance in<br>the acceptance in immediately following the acceptance which evers its budget will confirm conceptance in  |                          |
| 61<br>62       |  |    |  | Acceptance of Deliverables<br>BUTRs will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as per the schedule presented in the accempanying Technical Proposal.<br>The applications obvioure (if any will be deliverad/statel for acceptance to BUTRs and when the same is<br>ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUTRs. BUTRs will<br>prepare the Acceptance Test data along with the expected test strusts (consistent with the detailed<br>specifications of the system and any change-respect agreed in the documents) and keep it ready it leads for (4)<br>acceptance testing will be based on the locat case provided by BUTRs. BufWer BUTRs will be onlife for any<br>clarifications during the Acceptance Testing of the system. Defects if any, charred by BUTRs. Will be onlife and<br>bidder in writing to Macceptance Testing of the system. Defects if any, charred by BUTRs. Will be onlife and<br>writing to Biddery to Nitros with the diversited will be onlife and the acceptance in the save in a constance in mediately following the acceptance, whichever is latter. BUTRs Will confirm acceptance in<br>writing to Biddery hollowing the acceptance, whichever is latter. BUTR will confirm acceptance in<br>writing to Biddery withold or delay the sisuance of acceptance certificate of any of the  |                          |
| 61<br>62       |  |    |  | Acceptance of Deliverables<br>BUTRS will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as per the schedule presented in the accompanying Technical Proposal.<br>The applications obvious? (if any will be deliverad/state) for acceptance to BUTRs and when the same is<br>ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUTRs. BUTR WI<br>present the Acceptance Test data along with the expected test results (consistent with the detailed<br>specifications of the system and any change-respect agreed in the document) and keep it ready at least dour (d)<br>weeks in advances to bedore the schedules commencement of the Acceptance Testing of the software. The<br>deliveration of the system and any change-respect agreed in the document) and keep it ready at least dour (d)<br>indications of the system and any change-respect agreed in the document) and keep it ready at least dour (d)<br>indications of the system and any change-respect agreed in the document of the software. The<br>deliveration of the system and any change-respect agreed in the document of the software. The<br>deliveration of the system and any change-respect agreed in the document of the software. The<br>deliveration of the system and any change-respect agreed in the document of the software. The<br>deliveration of the system and any change-respect agreed in the document of the software in the<br>deliverability of the deliverables of deliverability in the software of the deliverability of the deliverables without of deliverability of the deliverability of the deliverability of the deliverability of the agreed test. Notation adding the foregoing elementer, a<br>have no material effect on the functionality of the deliverability of the deliverabilit                   |                          |
| 61<br>62<br>63 |  |    |  | Acceptance of Deliverables<br>BUTRS will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as see the schedule presented in the accompanying Technical Proposal.<br>The application software (if any will be deliverables) and acceptance to BUTRS as and when the same is<br>ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUTRS. BUTRS WILL<br>present the Acceptance Test data along with the expected test results (socistant with the detailed<br>specifications of the system and any change-request agreed in the documents) and keep it ready at least 00 rel/s<br>weeks in advance bord net schedules commencement of the Acceptance Testing of the software. The<br>acceptance testing will be based on the test cases provide by BUTRS. Bidder will provide support for any<br>clarifications during the Acceptance Testing of the system. Delivers is advance will be notified to<br>Bidder in writing not later than two (2) weeks of deliver, Bidder will crowide support for any<br>clarification support the acceptance relating of the system. Delivers is used and with an ear deviation<br>of the deliverables, if the deliverables withhold or delay the issuance of acceptance certificate of any of the<br>eliverables, if the devicerables substantially meet the specifications or on account of any mion defects which<br>have no material effect on the functionality of the deliverables. Notwithstanding the foregoing estimetes, a<br>deliverable ability tereated as acceptance will by UTRS in the list of non conformite  | As per RFP               |
| 61<br>62       |  |    |  | Acceptance of Deliverables<br>DUTRs will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as per the schedule presented in the accompanying Technical Proposal.<br>The application software (if any will be deliverafystate) for acceptance to BUTRs and when the same is<br>ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUTRs. BUTR WILl<br>present the Acceptance Test data about with the depacted are transitioned of the software. The<br>acceptance testing will be based on the test cares provide by BUTRs and date will provide any at least four (a)<br>definitions of the system and any charge-respect agreed in the documents) and keep it ready at least four (a)<br>definitions during the Acceptance Testing of the system. The<br>acceptance testing will be based on the test cares provide by BUTRS will be around any<br>contract testing will be based on the test cares provide by BUTRS will be around by<br>the software. The acceptance testing of the system. Deletss II any, observed by BUTRS, will be notified to<br>from the sound provide to acceptance testing will be about the software will be acceptance testing of the system. The<br>acceptance testing will be based on the test cares provide by BUTRS will be around by<br>the software. The sound provide the software will be acceptance testing will be about the software. The<br>acceptance testing will be about the test cares provide by BUTRS will be around the software testing<br>from the sound provide testing will be based will be acceptance testing on the software. The<br>have no material testing the Acceptance Testing of the system. Software and will be to accept any of the<br>deliverability. If the deliverability of the deliverability to acception testing to accept any of the<br>deliverability of the deliverability of the deliverability. Software acception testing to a system of<br>acception testing and the software of acceptions of the provide the bid of convolution and will be acception testing to acception testing to acception te       |                          |
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| 61<br>62<br>63 |  |    |  | Acceptance of Deliverables<br>DUTRs will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as per the schedule presented in the accompanying Technical Proposal.<br>The application software (if any will be deliverafystate) for acceptance to BUTRs and when the same is<br>ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUTRs. BUTR WILl<br>present the Acceptance Test data about with the depacted are transitioned of the software. The<br>acceptance testing will be based on the test cares provide by BUTRs and date will provide by BUTRs. BUTR WILL<br>definitions during the Acceptance Testing of the system. The<br>acceptance testing will be based on the test cares provide by BUTRS will be write the softent<br>of the software. The acceptance testing of the system. Deletss II any, dozened by BUTRS, will be notified to<br>form the sound provide the acceptance Testing of the system. Deletss II any, dozened care certification of the software. The<br>acceptance testing will be based on the test cares provide by BUTRS will be notified to<br>form the sound provide the acceptance Testing of the system. Deletss II any, dozened by BUTRS, will be notified to<br>form the sound provide the acceptance Testing of the system. Software will be acceptance certification of any minor delets subtractually meet the specifications of any contract certification of any of the<br>deliverability. If the deliverables subtractually meet the specifications or on account of any minor delects and for the system. Software acceptance the list of no conformates<br>acceptance acceptance by BUTRS III the BUTR III for BUTRS IIII for acceptance by BUTRS III the BUTRS IIII for acceptance by BUTRS III the BUTRS IIII for a software on accent of any minor delects and for the software on accent of any minor on accent of any minor delects and for the software of acceptance acceptance by BUTRS IIII the BUTRS IIII for BUTRS IIIII for acceptance but be                      | As per RFP               |
| 61<br>62<br>63 |  |    |  | Acceptance of Deliverables<br>DUTRs will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as get the schedule gresented in the accompanying Technical Proposal.<br>The application software (if any) will be deliverables are acceptance to BUTRs and when the same is<br>ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUTRs. BUTR WIII<br>prease the Acceptance Test data along with the expected test results (consistent with the detailed<br>specifications of the system and any change-request agreed in the documents) and keep it ready at least bur (4),<br>weeks in advance before the schedule commencement of the Acceptance Testing of the software. The<br>acceptance testing will be based on the test cares provide by BUTER. Bidler will provide of the software. The<br>acceptance testing will be based on the test cares provide by BUTER. Will applications of the software. The<br>acceptance testing will be based on the test cares provide by BUTER. Will will confirm a captance in<br>writing to bidder. The BUTER hull not withhold or delay the issuance of acceptance section of any of the<br>hear on material field controls of the distribution. Note: the delay will confirm acceptance in<br>writing to bidder. The BUTER hull not withhold or delay the issuance of acceptance section of any of the<br>second provide shall not extend to a distribution of the distribution. Notwithicading the long constructions allow an entirely<br>attributable to the BUTER hall not avait that the BUTER hull fails provide the list of no conformations.<br>Beneoring of defects hall he actocations of Bidder provide the defects are for acceptance and entirely<br>attributable to the Bidder, in all other cases it hall be to the acceptance will be all structed as address<br>and the are addression from the immediate provisous acceptance baseline will be expected again through fresh<br>that are outderived again through fresh  | As per RFP               |
| 61<br>62<br>63 |  |    |  | Acceptance of Deliverables<br>BUTRN will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure)<br>as per the schedule presented in the accempanying Technical Proposal.<br>The application software (if any) will be deliverables and the acceptance to BUTR at and when the same is<br>ready for delivery. The accula Acceptance Technical Proposal<br>procession and the acceptance technical acceptance to the activate will be the responsibility of aUTRR. BUTR But<br>procession acceptance acceptance technical acceptance technical acceptance to the acceptance technical acceptance technical<br>procession acceptance technical acceptance technical acceptance technical acceptance technical<br>acceptance technical acceptance testing of the system. Delects if any observed by BUTRR, But Teu BUTR<br>and acceptance technical acceptance testing of the system. Delects if any observed by BUTRR, But Teu BUTR<br>acceptance testing to the system on advective acceptance, whichever is blacks acceptance testing of the acceptance. The BUTRR Build or BUTRR Build ore BUTRR Build ore BUTRR Build ore BUTR Build ore BUTRR Build Build Build Build Build But But But Build Bui                                     | As per RFP               |

| 66 |   | A charge electrified at any stage of the assignment which requires the deliverable to deviate from the then<br>current baseline or the approve deliverable of the previous baseline to be molified, will be conveyed by the<br>BUYER to Bidder or vice-versa in the form of a Charge Request document. The request for charge will then be<br>seessed by Bidder to evaluate its impact on feasibility, time-students, etch-fail enginements in consequence<br>of the proposed charge and occl. Bidder will present this assessment to the BUYER for its approval within a<br>seasonable time period. Bidder will present this assessment to the BUYER for its approval within a<br>of deal yn approval by the BUYER, the baseline Itself may undergo a charge, this will mean a reassessment of<br>the charges.  | As per RPP |
|----|---|--|------------|
| 67 |   | Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the<br>assignment will be conveyed by Bidder to the BUYER. These will be evaluated jointly by the BUYER and Bidder<br>and will be provided by the BUYER at no cost to Bidder.   | As per RFP |
| 68 |   |  |            |
| 69 |   | Payment of Invoices/Bills<br>All invoices and bills for the Application Software will be raised by Bidder as per the Payment Terms and will  | As per RFP |
|    |   | become due for payment within thirty (20) days of presentation. All payments are to be made by demand<br>draf/dheqe frowing TATA CONSULTANCY SERVICES LIMENE. All payments due for more than thirty (30) days<br>will attact an interest at the rate of 2 percent per month on the invoice amount calculated from the date the<br>apyment became due until the recovery in make in full with initients. Within or pravide to the other rights<br>available, Bidder also reserves the right to withhold the provision of services till such time all the payments due<br>to it under this Agreement have been mude by UUTRR and any such withholding by the Bidder shall not be<br>treated as breach by it of the provisions of this Agreement.   |            |
| 71 |   | All fee sprable to Bidder are exclusive of any sales, use, value added tax, service: taxes or taxes of a similar<br>nature measure of the services, deliverables or charges thereon, imposed bay any applicable taxing jurisdiction<br>and where such taxes are applicable, BUYER shall be responsible to pay or reimburse Bidder the annuant of stud-<br>taxes. Where applicables, Bidder shall inners such taxes as a separate line item in applicable innoises and shall<br>pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the BUYER. Each<br>party is responsible for its own income taxes, corporate taxes and franchise taxes.  | As per RFP |
| 72 |   | Defension and of Texa in the   |            |
| 73 |   | Reimburgement of TaxLevy<br>Bidder shall be traininged for payment of any statutory durty/tax/levy including interest and/or new taxes or an<br>increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any<br>other state or central levy. This will apply retrospectively, if so applicable upon Bidder.   | As per RFP |
| 75 |   | Intellectual accessity violates  |            |
| 7  |   | Intellectual grouperty rights:<br>all intellectual property rights in the software, all tools, processes, software, utilities and methodology including<br>any lidder property rights in the software, all tools, processes, software curried out by Bidder therets in the<br>course of proving services hereanding, including costomization, enhancement, Interface development etc. shall<br>be any software the software control of the software control of the software development<br>therein excepts to the extent provided herein. Bidder shall however grant in favour of the BUYER the right and<br>non exclusion, non transferable, perpetual and invocable licence to use the software for the purposes agreed<br>hereinder.  |            |
| 78 |   | Similarly all the intellectual Property Rights (PR) in the third party software used in providing services including<br>those forming part of or incorporated into the deliverables shall remain with the respective third party owners/<br>Bidder's licensor and BUYER shall have user rights in accordance with end user license agreement (EULA) as<br>applicable to use of such software.  | As per RFP |
| 79 |   | Warranty   |            |
| 81 |   | Indianation as a specified in the delivered software meets the requirements as specified in the detailed<br>Specifications of the Application Software. This warranty shall remain valid for three (3) months after the<br>acceptance of the software by the BUYER or three (3) months after the delivery of the software, whichever is<br>earlier.  | As per RFP |
| 82 |   | BUYER shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely<br>and entrely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove<br>the 'defect' in the application software.   | As per RFP |
| 83 |   | The scope of the warranty shall be limited only to correction of any bags that were left undetected during<br>scoptance steing by the BUTRE. Warranty shall not cover any enhancements or durage in the application<br>software, curried out after acceptance testing. This warranty is only valid for defects against approved<br>Specifications. The above mestioned warrany shall also not apply if there is any (1) combastion, operation, or<br>use of some or all of the deliverables or any modification thereof fursished hereunder with information,<br>software, specifications, instructions, data, or materials not approved by Bidder and operation of the<br>deliverables on incompatible hardware not recommended by Bidder; (1) any change, not made by Bidder, to<br>BUTRE without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder<br>by BUTRE in connection with the preparation of the deliverable. | As per RFP |
| 85 |   | In case of breach of this warranty, BUYER's exclusive remedy will be to obtain (1) the re-performance of the<br>service or the correction or replacement of any service deliverable that provides substantially similar<br>functionality or (2) to obt parties mutually determines that such remedies are not parcicable, a reflured of the<br>fees allocable to that part of the deliverable will be due to the BUYER if already paid by the BUYER.   | As per RFP |
| 86 |   | EXCEPT AS SET FORTH IN THIS AGREEMENT, BLODE MAKES NO WARRANTES TO BUYER, EXPRESS OR MUTLO,<br>NUTH RESPECT TO ANY SERVICES OR EVIDENCIAL SERVICION DEREMINER, NOLMON, WITHOUT UNITATION,<br>ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR RTINESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER<br>WARRANTIES AME HEREBY DECLAMED BY THE BLODER.  | As per RFP |
| 87 |   | Additional Support and Services<br>In case the BUYR requires any additional support in execution of its tasks in respect of the assignment, it shall<br>be provided to them by Bidder on availability-basis at its then current market rate.   | As per RFP |
| 89 |   |  |            |
| 90 |   | Travel and Related Expenses  |            |
| 91 |   | Should the assignment require any travel by any Bidder expert outside their respective base location(s), the<br>BUYER will provide to and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as<br>local transportation for all such travels.  | As per RFP |
| 34 | 1 | Cost Escalation  |            |

| 94  |       | Bidder will monitor the cost components related to this assignment. At each miestone and at the time of<br>periodic reviews, in case of variances again its budget for reasons not attribuidate to Bidder like debys in<br>input/approvals by the BUYER, non-availability of facilities at the BUYEr, increase in the scope of the agreed<br>Change-Requirements or increase in the BUYEr's Implementation support requirements etc. Bidder will bring<br>this the attention of the BUYER. All such cost increases will be discussed and mutually agreed upon. Bidder<br>will then raise invoices, payment periodia and other conditions for such invoices, which will be similar to those for<br>payments laid out in this proposal.  | As per RFP            |
|-----|-------|--|-----------------------|
| 95  |       |  |                       |
| 96  |       | Confidentiality  |                       |
| 97  |       | Both parties agree that they may, in the course of their basiness relationship with the other, acquire or be<br>expease to information that is popriativy or confidential to the other party, its fillings or its or their<br>respective elients. Both parties undertake, to hold all such information is instricted, confidence and not to dickous<br>calcular information to brind parties not to use such information is instricted. Confidence and not to accurate<br>linking and the second secon | As per RIP            |
|     |       | strategies, customers, internal procedures, employees and business opportunity and clearly identified and  | A                     |
| 98  | 1     | a. Is obtained from another source without restriction.     b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to  | As per RFP As per RFP |
|     |       | <ul> <li>is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to<br/>maintain confidentiality;</li> </ul>   |                       |
| 100 |       | <ul> <li>becomes generally known to the public without violation of this Proposal;</li> </ul>  | As per RFP            |
| 101 |       | d. is independently developed by the receiving party without the use of confidential Information and without   | As per RFP            |
|     |       | the participation of individuals who have had access to confidential information;  |                       |
| 102 |       | e. is required to be provided under any law, or process of law duly executed.  | As per RFP            |
| 103 |       |  |                       |
| 104 |       | Non-employment   |                       |
| 105 |       | The BUYER will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for  | As per RFP            |
|     |       | the purpose of, or with the assignment, during the period between the date of this proposal and two years from<br>the completion of the assignment arising here from.  |                       |
| 106 |       |  |                       |
| 107 |       | Liability  |                       |
| 107 |       | Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure<br>of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a<br>result of any delay or failure by the BUYER or its employees or agents or third party service providers to perform  | As per RFP            |
|     |       | any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented<br>from performing its obligations due to ouch failure or delay no the part of or on behalf of the BUTRE, then Bidde<br>shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the<br>additional period balk equals to be amount of time for which Bidder's addreged or greemeted from performing<br>lts obligations due to such failure or delay on the part of or on behalf of the BUTRE. Such failures or delays shall<br>be strongelts to the notice of the BUTRE and subject to mutual agreement with the BUTRE. Note failures or delays shall<br>be strongelts to the notice of the BUTRE and subject to mutual agreement with the BUTRE. The Bidder shall also<br>additional periods and be necessary to corter or remely the failures or delays. Bidder shall be entitled to invicce<br>the BUTRE for additional costs incurred in connection with correction or remely as above at time & material<br>raits card as agreed som between the parties.  |                       |
| 109 |       | Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of<br>profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such<br>party has been advised of the possibility of such damages.   |                       |
| 110 |       | The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total<br>amount paid to Badder by the BUFR in the preceding twelve months under that agree fractional to the structure<br>to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any<br>liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for<br>infringement.  | As per RFP            |
| 111 |       |  |                       |
| 112 |       | General Indemnity  |                       |
| 113 |       | The BUYER will, during the period of the coverage of this assignment, indemnily and hold Bidder harmless from<br>my loss, injury, claim of damage realing from any death or linging to any person or property of Bidder arising<br>out of the use or possession of the equipment or location of the BUYER by Bidder or its personnel, unless caused<br>by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss,<br>linging, claim of damage.  | As per RFP            |
| 114 |       |  |                       |
| 115 |       | Indemnity for infringement of intellectual property rights   |                       |
| 117 |       | The BURZ warrants that all software, information, data, materials and other assistance provided by it under<br>this proposal shall not initinge any interlicitual property indigent of this partices, and agrees that it shall at all<br>times indemnify and hold blader harmless from any loss, claim, damage, costs, expenses, including Attorney's<br>fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any<br>third parties alleging infragement of their rights.   | As per RFP            |
| 118 |       |  | L                     |
| 119 |       | Force Majeure Except to the extent otherwise provided herein, no liability shall result to other Party from delay in performance   | 4 959                 |
| 120 |       | Except to the extent otherwise provided herein, no liability shall result to other Party from delay in performance<br>of from non-performance caused by circumstances beyond the control of the Party directal, including but not<br>limited to act of Cod, fire, flood, explosion, way, action or request of governmental authority, accident, labour<br>trouble but each of the hered shall be eligent in attempting to remove such cause or causes. If such an event<br>lasts for a continuous period of thirty (30) days, then either party may at nime thereafter while such<br>performance continues to be excessed. Fireminase thin sciencem without liability, protecin in writing to the<br>other party. However Bidder shall be entitled to receive payments for all services rendered by it under this<br>Assignment.   | ах рег луу            |
| 121 |       | Arbitration  |                       |
| 123 |       | Additional<br>In the event of a dispute or difference of any nature whatsoever between Bidder and the BUTR during the<br>course of the assignment arising as a result of this sprends, the same will be referred for arbitration to a Board<br>of Arbitration. Such Arbitration Shall be governed by the provision of the Indian Arbitration and Confidiation Art<br>1996. This Board will be constituted prior to the commencement of the arbitration and will comprise of two<br>arbitrations and numpris. Bidder and the BUTR's will each number an arbitration to the Board and these<br>arbitrations and unique. Arbitration will be carried out in Dehi.   | As per RFP            |
| 124 |       | Governing law:   |                       |
|     | · · · | - Proc. # -  |                       |

| 126   |   |                                   |   |   |
|---|---|-----------------------------------|---|---|
|   |   |                                   | This proposal shall be governed by and construed in accordance with Laws of India and the parties submit to the   | As per RFP  |
|   |   |                                   | exclusive jurisdiction of the courts in Delhi.  |   |
|   |   |                                   | Termination   |   |
| 128   |   |                                   | The Agreement resulting from this proposal may be terminated:   | As per BFP  |
| 130   |   |                                   | <ul> <li>(a) by either party by giving the other party not less than ninety (90) days written notice of termination;</li> </ul>   | As per RFP  |
|   |   |                                   |   |   |
| 131   |   |                                   | (b) forthwith if either party commits any material breach of any term of this contract and which in the case  | As per RFP  |
|   |   |                                   | of a breach capable of being remedied shall not have been remedied within thirty (30) working days of written   |   |
| 132   |   |                                   | notice to remedy the same;<br>(c) forthwith by either party if the other party shall convene a meeting of its creditors or if a proposal is   | As per RFP  |
| 132   |   |                                   | made for a declaration as insolvent or a proposal for any other composition scheme or arrangement (or   | As per KPP  |
|   |   |                                   | assignment for the benefit of its creditors), or if a trustee receiver, administrative receiver or similar officer is   |   |
|   |   |                                   | appointed in respect of all or any part of the business assets of the other party or if an order is made or a   |   |
|   |   |                                   | resolution is passed for the purpose of the winding-up of the other party or for the making of an administration  |   |
|   |   |                                   | order (otherwise than for the purpose of amalgamation or reconstruction);   |   |
| 133   |   |                                   | (d) by either party pursuant to Force Majeure.  | As per RFP  |
| 134   |   |                                   | to by entre party paradant to roree majeure.  | na per ter  |
| 135   |   |                                   | Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or  | As per RFP  |
|   |   |                                   | at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or  |   |
|   |   |                                   | continuation in force of any provision hereof which is expressly intended to come into force or continue in force   |   |
| 136   |   |                                   | on or after such termination. In the event of this assignment being terminated, the BUYER shall be liable to make payments of all the amount  | 4   |
| 130   |   |                                   | due under this assignment for which services have been rendered by Bidder's Consultant's. Forthwith on the  | As per KPP  |
|   |   |                                   | expiry or earlier termination of this agreement, each party shall, return to the other party all documents and  |   |
|   |   |                                   | materials, belonging to the other party with regard to this assignment, or shall at the option of the disclosing  |   |
|   |   |                                   | party destroy all documents or materials in connection with this assignment.  |   |
|   |   |                                   |   |   |
| 137   |   |                                   | Nation  |   |
| 138   |   |                                   | Notices<br>All notices, requests, demands and other communications under this proposal or in connection herewith shall be   | As ner RFP  |
|   |   |                                   | given to or made upon the respective parties as follows –   | a ne provincia de la construcción d |
| 140   |   |                                   |   | As per RFP  |
| 141   |   |                                   | TCS House, Raveline Street,   | As per RFP  |
| 142   |   |                                   | Fort, Mumbai 400 001.   | As per RFP  |
| 143   | - |                                   | With a copy to: Deputy General Counsel<br>Tata Consultancy Services Limited,  | As per RFP<br>As per RFP  |
| 144 145   |   |                                   | TCS House, Raveline Street,   | As per RFP<br>As per RFP  |
| 146   |   |                                   |   | As per RFP  |
| 147   |   |                                   |   | As per RFP  |
| 148   |   |                                   | BUYER: (pl. fill up the Address).   | As per RFP  |
| 149   |   |                                   | or to such other person or addresses as any of the Parties shall have notified to the others.   | As per RFP  |
| 150   |   |                                   |   |   |
| 151   |   |                                   |   | As per RFP  |
| 152   |   |                                   | this proposal shall be in writing by letter, fax, email or telegram.  |   |
| 153   |   |                                   | Waiver  |   |
| 154   |   |                                   | No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of  | As per RFP  |
|   |   |                                   | this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that   |   |
|   |   |                                   | provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as  |   |
|   |   |                                   | a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.  |   |
| 155   |   |                                   |   |   |
| 156   |   |                                   | Assignment  |   |
| 157   |   |                                   | Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this   | As per RFP  |
|   |   |                                   | proposal without the prior written consent of the other Party   |   |
| 158   |   |                                   | Nonexclusively  |   |
|   |   |                                   |   |   |
| 159   |   |                                   |   | As ner RFP  |
| 159<br>160  |   |                                   |   | As per RFP  |
|   |   |                                   | Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any   | As per RFP  |
| 160   |   |                                   | Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.  | As per RFP  |
| 160<br>161<br>162   |   |                                   | Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any<br>third party be different of the services agreed to be offered by Bidder under this Proposal.   |   |
| 160   |   |                                   | Indeer shall be free to do similar buisness either for itself or for any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal<br>Independent Relationship   | As per RFP<br>As per RFP<br>As per RFP  |
| 160<br>161<br>162   |   |                                   | Bidder thall be free to do similar business either for itself or for any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship. Neither party may act in a manner, which expresses or implies a relationship other  |   |
| 160<br>161<br>162   |   |                                   | Indeer shall be free to do similar buisness either for itself or for any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal<br>Independent Relationship   |   |
| 160<br>161<br>162<br>163<br>164<br>165  |   |                                   | Indeer shall be free to do similar buisness either for itself or for any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>This Proposal in clineded to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship, other party may act in a manner, which expresses or implies a relationship other<br>than that of independent party nor bind the other party.<br>Modification  | As per RFP  |
| 160<br>161<br>162<br>163<br>163   |   |                                   | Bidder that) be free to do similar buildness either for itself or for any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>independent Relationship in the service and the services agreed to be offered by Bidder under this Proposal.<br>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship. Neither party may act in a manner, which expresses or implies a relationship other<br>than that of Independent party nor bind the other party.<br>Modification<br>This proposal may be modified only by an amendment executed in writing by a duly authorised representative   |   |
| 160<br>161<br>162<br>163<br>164<br>165<br>166   |   |                                   | Indeer shall be free to do similar buisness either for itself or for any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>This Proposal in clineded to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship, other party may act in a manner, which expresses or implies a relationship other<br>than that of independent party nor bind the other party.<br>Modification  | As per RFP  |
| 160<br>161<br>162<br>163<br>163<br>164<br>165<br>166<br>166<br>167  |   |                                   | Indeer table bir net to do similar business either for itself or for any other garty or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal<br>Independent Relationship<br>Tha Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship. When the other party<br>has that that of independent party may act in a manner, which expresses or implies a relationship other<br>than that of independent party not part in a manner, which expresses or implies, a relationship other<br>than that of independent party not part in the other party.<br>Modification   | As per RFP  |
| 160<br>161<br>162<br>163<br>164<br>165<br>166<br>167<br>168   |   |                                   | Indeer that be free to do similar buistes either for itself or for any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>independent Relationship on trained to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship. Note that party may act in a manner, which expresses or implies a relationship other<br>than that of independent party nor bind the other party.<br>Modification<br>This proposal may be modified only by an amendment executed in writing by a duly authorised representative<br>for each party.<br>Publicity  | As per RFP<br>As per RFP  |
| 160<br>161<br>162<br>163<br>163<br>164<br>165<br>166<br>166<br>167  |   |                                   | Indeer table bit net to do similar business either for itself or fear any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal<br>Independent Relationship<br>Independent Relationship is an offered by Bidder under this Proposal<br>Independent Relationship and the area services to any and the services of implies a relationship other<br>than thut of independent party may act in a manner, which expresses or implies a relationship other<br>than thut of independent party may act in a manner, which expresses or implies a relationship other<br>than thut of independent party now but the other party.<br>Modification<br>This proposal may be modified only by an amendment executed in writing by a duly authorised representative<br>for scale party.<br>Publicity<br>Neither party sull publicities any information pertaining to this assignment or the other party without seeking   | As per RFP  |
| 160<br>161<br>162<br>163<br>165<br>165<br>165<br>165<br>165<br>165<br>165<br>165  |   |                                   | Indeer that be free to do similar business either for itself or for any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal<br>Independent Relationship<br>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship. Netther party may act in a manner, which expresses or implies a relationship other<br>than that of independent party may act in a manner, which expresses or implies a relationship other<br>than that of independent party may act in a manner, which expresses or implies a relationship other<br>than that of independent party may act in a manner, which expresses or implies a relationship other<br>than that of independent party may act in a manner, which expresses or implies a relationship other<br>than that of independent party may act in a manner, which expresses or implies a relationship other<br>than that of independent party may act in a manner, which expresses or implies a relationship other<br>than that of independent party may act in a manner, which expresses or implies a relationship other<br>than that of independent party and public that any the modified only by an amendment executed in writing by a duly authorised representative<br>provide that the party.  | As per RFP<br>As per RFP  |
| 160           161           162           163           164           165           166           167           168           169           170           171   |   |                                   | Indeer whall be free to do similar businese either for itself or for any other panty or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>Independent Relationship on terms of the services agreed to be offered by Bidder under this Proposal<br>memory of the services of the services agreed to be offered by Bidder under this Proposal<br>memory of the services of the other party.<br>Modification<br>This proposal may be modified only by an amendment executed in writing by a duly authorised representative<br>for each party.<br>Publicity<br>Neither party shall publicities any information pertaining to this assignment or the other party without seeking<br>the prior write consent of the other party.<br>Entire Understanding  | As per RFP As per RFP As per RFP As per RFP   |
| 160<br>161<br>162<br>163<br>165<br>165<br>165<br>165<br>165<br>165<br>165<br>165  |   |                                   | Indeer that be free to do similar business either for itself or fea any other pany or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal<br>Independent Relationship.<br>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship. This Proposal is not intended to create a relationship other<br>than that of independent party now brind the other party.<br>Modification<br>This proposal may be modified only by an amendment executed in writing by a duly authorised representative<br>for each party.<br>Publicity<br>Neither party valid publicities any information pertaining to this assignment or the other party without seeking<br>the prior writism consent of the other party.<br>Entrie Understanding<br>This Proposal Repert with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto  | As per RFP<br>As per RFP  |
| 160           161           162           163           164           165           166           167           168           169           170           171   |   |                                   | Index that be free to do similar business either for itself or fear any other garary or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>Independent Relationship and the party may act in a manner, which expresses or implies a relationship other<br>amply ment relationship. There are relationship such as a partnership, joint venture, agency, or<br>any how the other party may act in a manner, which expresses or implies a relationship other<br>this proposal may be modified only by an amendment executed in writing by a duly authorised representative<br>for each party.<br>Publicity<br>Neither party sull publicize any information pertaining to this assignment or the other party without seeking<br>the infor written consent of the other party.   | As per RFP As per RFP As per RFP As per RFP   |
| 160           161           162           163           164           165           166           167           168           169           170           171   |   |                                   | Indeer table before to do similar business either for itself or fea any other panty or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>This Proposal is incli intended to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship. There party may act in a manner, which expresses or implies a relationship other<br>than that of independent party nor bind the other party.<br>Modification<br>This proposal may be modified only by an amendment executed in writing by a duly authorised representative<br>for each party.<br>Apalicity<br>Neither party shall publicities any information pertaining to this assignment or the other party without seeking<br>the prior written consent of the other party.<br>Entities Understanding.<br>This Proposal feather with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto<br>constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and<br>papercedes and cancels al provious regulations thered. To the extent permitted by Applicable Law, party is service to the subject matter hereto and<br>constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and<br>constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and<br>constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and<br>constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and<br>constitutes the entire understanding between the parties hereto between the parties hereto between the parties hereto<br>constitutes the entire understanding between the parties hereto between the parties hereto between the parties hereto between the parties hereto<br>parties here the parties hereto between the parties hereto between the parties hereto between the parties hereto<br>parties here t | As per RFP As per RFP As per RFP As per RFP   |
| 160           161           162           163           164           165           166           167           168           169           170           171   |   |                                   | Index that be free to do similar businese either for itself or fea any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>Independent Relationship in the party may act in a manner, which expresses or implies a relationship other<br>than that of advectoring.<br>Modeling and the other party may act in a manner, which expresses or implies a relationship other<br>than that of advectoring the other party.<br>Modelington<br>This proposal may be modified only by an amendment executed in writing by a duly authorised representative<br>for each party.<br>Publicity<br>Neither party valip publicize any information pertaining to this assignment or the other party without seeking<br>the prior written consent of the other party.<br>This Proposal Ingether with the Schelules, known and Ahbits hereto and executed by the parties hereto<br>countiliates the enderstanding.   | As per RFP As per RFP As per RFP As per RFP   |
| 160           161           162           163           164           165           166           167           168           169           170           171           172           173   |   |                                   | Indeer table before to do similar business either for itself or for any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship. This Proposal is not intended to create a relationship such as<br>a partnership. Joint venture, agency, or<br>employment relationship, but the other party.<br>Modification<br>This proposal may be modified only by an amendment executed in writing by a duly authorised representative<br>for exh party.<br>Publicity<br>Neither party shall publicities any information pertaining to this assignment or the other party without seeking<br>the prior written consent of the other party.<br>Entire Understanding<br>The prior written consent of the other party.<br>Entire Lindenstanding<br>The prior written consent of the other party.   | As per RFP As per RFP As per RFP As per RFP   |
| 160           161           162           163           165           165           166           165           166           167           168           169           100           171           172           173           174   |   |                                   | Indeer table before to do similar business either for itself or for any other panty or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>This Proposal is incli intended to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship. The table party may act in a manner, which expresses or implies a relationship other<br>than that of independent party nor bind the other party.<br>Modification<br>This proposal may be modified only by an amendment executed in writing by a duly authorised representative<br>for each party.<br>Publicity<br>Netther party shall publicitie any information pertaining to this assignment or the other party without seeking<br>the risk written consist of the other party.<br>Ensite Indeerstanding.<br>This Proposal frequencial a providue segmications thereof. To here exert part the Popolable taw, party is<br>not liable to another party in contract or tort or in any other way for a representation or warranty that is not set<br>out in this Agreement.   | As per RFP  |
| 160           161           162           163           164           165           166           167           168           169           170           171           172           173   |   |                                   | Indeer table before to do similar business either for itself or fea any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>This Proposal is incli intended to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship. Netther party may act in a manner, which expresses or implies a relationship other<br>than thut of independent party may act in a manner, which expresses or implies a relationship other<br>than thut of independent party may act in a manner, which expresses or implies a relationship other<br>than thut of independent party now build the other party.<br>Modification<br>This proposal may be modified only by an amendment executed in writing by a duly authorised representative<br>for scale party.<br>Publicity<br>Neither party shall publicitize any information pertaining to this assignment or the other party without seeking<br>the prior writien consent of the other party.<br>Entire understanding between the parties hereto with respect to the subject multite hereto and<br>paperceles and constant of text of the other party.<br>Fails (to applicable party in constant or tort or in any other way for a representation or warranty that is not set<br>ool to this Agreement.<br>Trais Code of Conduct:<br>The busines activities of the Bidder are self-regulated by the "Tata Code of Conduct".<br>The BUTCR undertakes  | As per RFP As per RFP As per RFP As per RFP   |
| 160<br>161<br>162<br>163<br>163<br>164<br>165<br>165<br>166<br>167<br>168<br>169<br>169<br>169<br>170<br>171<br>172<br>172<br>173<br>174  |   |                                   | Index table before to do similar business either for itself or for any other party or offer similar services to any<br>third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.<br>Independent Relationship<br>This Proposal is ince intended to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship. There are intended to create a relationship such as a partnership, joint venture, agency, or<br>employment relationship. There are the other party.<br>Modification<br>This proposal may be modified only by an amendment executed in writing by a duly authorised representative<br>for each party.<br>Publicity<br>Retifier party shall publicities any information pertaining to this assignment or the other party without seeking<br>the prior writer consist of the other party.<br>Ensite Understanding.<br>This proposal flexibility is a second on the schedules, Amesure and Enhibit hereto and executed by the parties hereto<br>conditions the entire understanding between the parties hereto with respect to the subject matter hereto and<br>approved and accust all provides regrations thereds. To be exert permitted by Applicable Law, a party is<br>not lable to another party is contract or tort or in any other way for a representation or warranty that is not set<br>out in this Agreement.<br>That Code of Conduct:<br>The business activities of the Bidder are self-regulated by the "Tata Code of Conduct". The BUTER undertakes<br>that it will endower to promptly repeat any viduation or potential viduation of the Code by any genora to the  | As per RFP  |
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| 1                                    | 1 Section 16 Subcontracting   | 1        | 16.1 Sub-Contracting of Key Experts is not allowed and all the resources should be on the payroll<br>of the implementing Firm / Agency<br>16.2 Implementing Agency to provide S self-Certificate from its Head – HR or Authorized<br>Signatory that the resources deployed on the Project is on the Payroll of the Implementing<br>Agency, at the start of the project. This Certificate needs to be provided annually.   | Please confirm that key resources (Key experts as defined in RFP) will be on payroll, but non key resources (junior<br>developers, support staff) can be sub contracted.<br>In that case, request you to change the self-certificate from HR or authorized signatory to mention that the key<br>resources deployed on the Project is on the Payroll of the Inplementing Agency, at the start of the project.<br>This Certificate needs to be provided annually.  | ASDM's prime concern is a quality software.   |
|--------------------------------------|---|----------|---|--|---|
| 2                                    | 2<br>Technical Evaluation Criteria, criteria #2   | 3        | managed web based Project with a<br>number of Users / Registered students<br>(Candidates) registered in a single IT   | Please clarify that this criteria can be made for any TT projects and not limited to Skill development IT project. So<br>registered users criteria can be any type of users and not only students.   | As per RFP  |
|                                      |   |          | 8. MIS System/ Skill development<br>Portal in India   |  |   |
| 3                                    | 3<br>General  |          | Since this project is not just an IT implementation project, but specific to address a critical area in Assam for skill<br>development, requesting to have a criteria in Technical Evaluation where Bidder has managed/implemented skill sector<br>specific projects in multiple states   | Per state where SI has some skill related projects assign 1 marks to a maximum of 5 marks  | As per RFP  |
|                                      | 4 Bid submission  |          | Requesting if the last date of bid submission can be extended from 6 <sup>th</sup> March'2018 to 20 <sup>th</sup> March'2018 as there will office   | Requesting two weeks extension   | As per RFP  |
| ame of the Company/Firm: ES<br>S.No. | RFP Clause No.  | Page No. | Query / Suggestion/ Clarification   | Query / Suggestion/ Clarification  | Response  |
| 1                                    | 1   | Tuge No. | The Bidder should have average minimum  | The Bidder should have average minimum   | As per RFP  |
|                                      |   |          | annual turnover of INR 50 Crores in the   | annual turnover of INR 30 Crores in the  |   |
|                                      |   |          | preceding three financial years (i.e. FY 2014-  | preceding three financial years (i.e. FY 2014-   |   |
|                                      |   |          | 2015 & 2015-2016 and 2016-2017)   | 2015 & 2015-2016 and 2016-2017)  |   |
| 2                                    | 2   |          | The bidder should have similar experience in<br>end to end IT implementation of at-least one  | The bidder should have similar experience in<br>end to end IT implementation of at-least one   | As per RFP  |
|                                      |   |          | e-Governance Project during the last three  | Software Development Project during the last three   |   |
|                                      |   |          | years 2014-2015 & 2015-2016 and 2016-   | years 2014-2015 & 2015-2016 and 2016-  |   |
|                                      |   |          | 2017, with project value of the above   | 2017, with project value of the above  |   |
|                                      |   |          | component >=Rs. 1 Crores for any Central  | component >=Rs. 1 Crores for any PSU/Central   |   |
|                                      |   |          | Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding   | Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding  |   |
|                                      |   |          |   |  |   |
| lame of the Company/Firm: ES         | SDS   |          | Agency/ any other Government agency in  | Agency/ any other Government agency in   |   |
| S.No.                                | RFP Clause No.  | Page No. | Query / Suggestion/ Clarification   | Query / Suggestion/ Clarification  | Response  |
| 1                                    | 1 Clause 13, Page 30  |          | No kind of Consortium/Joint Venture is allowed  | Since the project requires very wide and varied amount of experience and domain expertise, please allow joint<br>ventures and consortium?  | As per RFP  |
| 2                                    | 2 Clause 25, point 5, Page 32   |          | The bidder should've similar experience in end-to-end T implementation of at least one e-governance project in the<br>liast three years 2014-15, 2015-16 and 2016-17, with project used of the above component >= C cores for an an<br>Central/Gox/,State Gox/,NSDC/State Skill Development Mission/Multilateral funding agency/any other government<br>agency in India   | Luge scale IT comparies usually have extensive experience in implementing digital and IT solutions across<br>industries globally with worth of multi-million US and have extensive experience in protest sectors. The above<br>mentioned clause is very restrictive and therefore should be removed or at best should be changed to experience<br>in developing web portal worth Rs. 1 crore for reputed private/government/public organizations.  | As per REP  |
|                                      |   |          |   |  |   |
| 3                                    | 3 Clause 20, Point 7, Page 33   | -        | The bidder should have experience in the area of conceptualization, designing, developing, implementing and<br>rolling our a state level IT enables web based solutions the last 3 years 2014-15, 2015-16 and 2016-17.  | We suggest that it should also be changed into 'should have experience in developing at least 3 web portals of<br>not less than Rs. 1 Crore in last three financial years for reputed private/public/government organizations'   | As per RFP  |
|                                      |   | -        | rolling our a state level IT enables web based solutions the last 3 years 2014-15, 2015-16 and 2016-17.   | not less than Rs. 1 Crore in last three financial years for reputed private/public/government organizations'   |   |
|                                      | 3 Clause 20, Point 7, Page 33<br>4 Clause 14, Page 31   | -        |   |  | As per RFP<br>ASDM's prime concern is a quality software.   |
| 4                                    | 4 (Gause 14, Page 31<br>5 (Gause 21, Point: b.2   | -        | rolling our a state level IT enables web based solutions the last 3 years 2014-15, 2015-16 and 2016-17.<br>Resources Required from Implementing Agency-Support Resource<br>Bidders should have implemented /managed webs based projects with a number of users/registered students:<br>in a single IT & MIS system /Soli development program in India. (Marking based on users: 10 if >= 10 lakhs,  | not less than Rs. 1 Grore in last three financial years for reputed private/public/government organizations'<br>As far as indiusion of Non-Key expect is concerned, we suggest that suitable local candidates (with relevant<br>experience) from within the state should be preferred as the project would also require<br>synchronization/customization as per the state-based requirements.<br>This clause is very restrictive and only one or two organizations in the country may fulfill this clause. Please<br>change it to "should have done web based projects with "C number of visit/month". Then the scoring can be   |   |
| 4                                    | 4 Clause 14, Page 31  |          | rolling our a state level IT enables web based solutions the last 3 years 2014-15, 2015-16 and 2016-17. Resources Required from Implementing Agency-Support Resource Bidders should have implemented /managed webs based projects with a number of users/registered students  | not less than Rs. 1 Grore in last three financial years for reputed private/public/government organizations'<br>As far as inclusion of Non-Key expert is concerned, we suggest that suitable local candidates (with relevant<br>experience) from within the state should be prefered as the project would also require<br>synchronization/cultomization as per the state-based requirements.<br>This clause is very restrictive and only one or two organizations in the country may fulfill this clause. Please   | ASDM's prime concern is a quality software.   |
| 4                                    | 4 (Dause 14, Page 31<br>5 (Dause 21, Point: b.2<br>Page 33<br>6 (Dause 21, Point: b.3                 |          | rolling our a state level IT enables web based solutions the last 3 years 2014-15, 2015-16 and 2016-17.<br>Resources Required from Implementing Agency-Support Resource<br>Bidders should have implemented /managed webs based projects with a number of users/registered students<br>in a single IT & MIS system //Suil development program in India. (Marking based on users: 10 if >=10 lakhs,<br>10 if >=5 lakhs and <=Slakhs, 0 if <5 lakhs)   | not less than Rs. 1 Grore in last three financial years for reputed private/public/government organizations' As far as inclusion of Non-Key expert is concerned, we suggest that suitable local candidates (with relevant experience) from within the state about be preferred as the project would also require synchronization/customization as per the state-based requirements. This dause is very restrictive and only one or two organizations in the country may fulfill this dause. Please change It to "should have done web based projects with "K number of visits/month". Then the scoring can be defined based or wisit/month (free and prive) running within) This is a very limiting condition. Please consider large IT projects in all sectors with total project value >10 Core There are no specifications mentioned about commercial off-the-shelf applications that can be used for this.   | ASDM's prime concern is a quality software.<br>As per RFP<br>As per RFP<br>We are open to new technology however the licaense of off-the-shelf produc |
| 4                                    | 4 (Dause 14, Page 31<br>5 (Dause 21, Point: b.2<br>Page 33<br>6 (Dause 21, Point: b.3<br>Page 33<br>7 |          | rolling our a state level IT enables web based solutions the last 3 years 2014-15, 2015-16 and 2016-17.<br>Resources Required from Implementing Agency-Support Resource<br>Bidders should have implemented /managed webs based projects with a number of users/registered students<br>in a single IT & MIS system //Suil development program in India. (Marking based on users: 10 if >=10 lakhs,<br>10 if >=5 lakhs and <=Slakhs, 0 if <5 lakhs)   | not less than Rs. 1 Grore in last three financial years for reputed private/public/government organizations'<br>As far as inclusion of Non-Key expert is concerned, we suggest that suitable local candidates (with relevant<br>experience) from within the state should be preferred as the project would also require<br>synchronization/customization as per the state-based requirements.<br>This clause is very restrictive and only one or two organizations in the country may fulfill this clause. Please<br>change it to "should have done web based projects with "C number d' visit/month". Then the scoring can be<br>defined based on visit/month (for example: 1 million visit)<br>This is a very limiting condition. Please consider large IT projects in all sectors with total project value >10 Core   | ASDM's prime concern is a quality software.<br>As per RFP<br>As per RFP   |
| 4                                    | 4 (Dause 14, Page 31<br>5 (Dause 21, Point: b.2<br>Page 33<br>6 (Dause 21, Point: b.3<br>Page 33<br>7 | Page No. | rolling our a state level IT enables web based solutions the last 3 years 2014-15, 2015-16 and 2016-17.<br>Resources Required from Implementing Agency-Support Resource<br>Bidders should have implemented /managed webs based projects with a number of users/registered students<br>in a single IT & MIS system //Suil development program in India. (Marking based on users: 10 if >=10 lakhs,<br>10 if >=5 lakhs and <=Slakhs, 0 if <5 lakhs)   | not less than Rs. 1 Grore in last three financial years for reputed private/public/government organizations' As far as inclusion of Non-Key expert is concerned, we suggest that suitable local candidates (with relevant experience) from within the state should be preferred as the project would also require synchronization/customization as per the state-based requirements. This datuse is very restrictive and only one or two organizations in the country may fulfill this clause. Please change it to "should have done web based projects with 'nomber of wiskin/month'. Then the scoring can be defined based or viskin/month' (for assented 1 million wiskin/month'). Then the scoring can be defined based or viskin/month' (for assented 1 million wiskin/month'). Then the scoring can be defined based or viskin/month' (for assented 1 million wiskin/month'). Then the scoring can be defined based or viskin/month' (for assented 1 million wiskin/month'). Then the scoring can be defined based or viskin/month' (for assented 1 million wiskin/month'). Then the scoring can be defined based or viskin/month's score 1 million wiskin/month' (for assented 1 million wiskin/month'). There are no specifications mentioned about commercial off the-shelf applications that can be used for this, project with integration and customization based on specific requirements of the project. We suggest bidders actively to the applications from the cracts. This will scentine, reduce bottlenecks and improve turn-around tor. Coerry / Suggestion/ Clarification | ASDM's prime concern is a quality software.<br>As per RFP<br>As per RFP<br>We are open to new technology however the licaense of off-the-shelf produc |
| 4                                    | 4 (Jause 14, Page 31<br>5 (Jause 21, Point: b.2<br>Page 33<br>6 (Jause 21, Point: b.3<br>Page 33<br>7 |          | rolling our a state level IT enables web based solutions the last 3 years 2014-15, 2015-16 and 2016-17.  Resources Required from Implementing Agency-Support Resource  Bidders should have implemented /managed webs based projects with a number of users/registered students in a single IT & MIS system /Solid evelopment program in India. (Marking based on users: 10 if >=10 lakhs, 10 if >=5 lakh and <=2 lakhs, 0 if <=15 lakh) Experience of undertaking Program Management of large IT projects preferably in Skill Development with total project value >10 Crore  Covery / Suggestion/ Clarification 6. The bidder must posses a valid Capability | not less than RL 1 Grore in last three financial years for reputed private/public/government organizations' As far as inclusion of Non-Key expert is concerned, we suggest that suitable local candidates (with relevant experience) from within the state should be prefered as the project would also require synchronization/cultomization as per the state-based requirements. This clause is very restrictive and only one or two organizations in the country may fulfill this clause. Please change it to "should have done web based projects with "X number of visits/month". Then the scoring can be defined based or visit/month (free sample in million with) This is a very limiting condition. Please consider large IT projects in all sectors with total project value >10 Core There are no specifications mentioned about commercial off-the-shelf applications that can be used for this are allowed to us calculaptications that interpret value gueron technology on the used rather than developing the applications from the scruts. This wance time, reduce bottlenecks and improve turn-around turn-  | ASDM's prime concern is a quality software.<br>As per RFP<br>As per RFP<br>We are open to new technology however the licaense of off-the-shelf produc |

| 3                       | Suggested Minimum Deliverables and               |          | 9 Suggested Minimum Deliverables and               | In the current format the payment milestones are heavily back-loaded.                                     | As Per BFP  |
|-------------------------|--|----------|--|---|---|
|                         | Payment Terms                                    |          | Payment Terms                                      | We request to modify the payment milestones such that   |   |
|                         |  |          |  | 6. Soft launch of ASDM IT & MIS portal : 24%  |   |
|                         |  |          |  | 8. Go-live of ASDM IT & MIS portal: 15%   |   |
|                         |  |          |  | <ol> <li>Operation &amp; Maintenance Support after Go-Live : 27% (Quarterly</li> </ol>                    |   |
|                         |  |          |  | for the period of 27 months after Go-Live)  |   |
| 4                       | III. Integrating the Skill Development effort in |          | 7 III. Integrating the Skill Development effort in | Please confirm that all the services required for integrating with  | As per RFP  |
|                         | the State with the National Skills Qualification |          | the State with the National Skills Qualification   | National Skills Qualification Framework will be provided by ASDM.   |   |
|                         | Framework.                                       |          | Framework.   | Bidder will only be responsible for integrating the services with ASDM                                    |   |
|                         |  |          |  | Portal & MIS system. Procurement & support for those services shall                                       |   |
|                         |  |          |  | be the responsibility of ASDM.  |   |
| 5                       | Scope of Work                                    |          | 3 LearningManagement System- Online                | Please elaborate on "Offline content availability" requirement  | Without the internet the LMs should be able to to work.                     |
|                         | Section 6.3                                      |          | and Offline content availability                   | · · · · · · · · · · · · · · · · · · ·   |   |
| 6                       | Scope of Work                                    |          | 5 Financial & AssetManagement System-              | Please confirm that all the services required for integrating with 3rd                                    | As per RFP  |
|                         | Section 6.3                                      |          | Integration with 3rd party systems like Banks      | party systems like Banks payment system, Mail gateways, SMS   |   |
|                         |  |          | payment system, Mail gateways, SMS gateways        | gateways will be provided by ASDM. Bidder will only be responsible for                                    |   |
|                         |  |          |  | integrating the services with ASDM Portal & MIS system. Procurement                                       |   |
|                         |  |          |  | & support for those services shall be the responsibility of ASDM.   |   |
| 7                       | Scope of Work                                    |          | 0 Analytics driven platform                        | Please elaborate on "Analytics driven platform" requirement   | As per RFP  |
|                         | Section 6.3                                      |          |  | (Request to share specific business & functional requirement on that)                                     |   |
| 8                       | Scope ofWork                                     |          | 0 Dashboards and MIS reports: MIS                  | Please provide indicative numbers of MIS reports along with their   | The system should have the facility for customize reporting.                |
|                         | Section 6.3                                      |          | reports should help a small team of ASDM           | complexity for ASDM Portal & MIS system.  |   |
|                         |  |          | officers to work effectively, provide required     |   |   |
|                         |  |          | summary information. Broader reach: ASDM           |   |   |
|                         |  |          | will oversee implementation in 33 districts. A     |   |   |
|                         |  |          | central portal must provide required interfaces    |   |   |
|                         |  |          | to stake holders to avoid delays due to manual     |   |   |
|                         |  |          | processes  |   |   |
| 9                       | Scope of Work                                    |          | 1 Monitoring and Evaluation: Modern                | Please elaborate the actual functionalities you would like to bring in as                                 | Should be able to get the live view at any moment from the training center  |
|                         | Section 6.3                                      |          | technologies that allow video capture of           | part of ASDM Portal & MIS system by integrating captured videos for                                       |   |
|                         |  |          | student participation and monitoring of the        | effective tracking & monitoring of student participation.   |   |
|                         |  |          | work should be a key feature of the portal so      |   |   |
|                         |  |          | that there is no proxy / hoax attendance etc.      |   |   |
| 10                      | Scope ofWork                                     |          | 1 Scalable and Secure architecture: An IT          | We assume, ASDM will provide required hardware, system software &   | As per RFP  |
|                         | Section 6.3                                      |          | portal should be secure and should be able to      | related services, SSL certificate & other required infra for  |   |
|                         |  |          | grow with increased demand without rewriting       | implementing the desired security mechanism on proposed Portal &  |   |
|                         |  |          | entire application from scratch.                   | MIS System. Kindly confirm.   |   |
| 11                      | Scope ofWork                                     |          | 1 Applicationmaintenance and postimplementation    | 1. Please elaborate on "Active Entities" point.   | As per RFP. CR will not be treated separetely till the 36 months.           |
|                         | Section 6.3                                      |          | support: A support is                              | <ol><li>We assume, in support phase bidder will only be responsible for bug</li></ol>                     |   |
|                         |  |          | required for bug fixes, handle CRs, and active     | fixes and application support based on signed baseline documents  |   |
|                         |  |          | entities (other than candidates) support.          | (SRS, FRS). Change Request (CR) will be treated separately at agreed upon time & cost. Kindly confirm.    |   |
|                         |  |          |  |   |   |
| 12                      | Scope of Work                                    |          | 3 LearningManagement Systemmodule:                 | Please elaborate the scope of mobile app. Is it only attendance purpose                                   | Mobile app have multiple functianlities. Will be explained later in details |
|                         | Section 6.3                                      |          | "Easy way for instructors to take attendance,      | or additional functionality should be part of it?   | selection of the bidder.  |
|                         |  |          | ideally using a mobile device such as a phone      |   |   |
|                         |  |          | or tablet"   |   |   |
| of the Company/Firm: Ly | fRay   |          |  |   |   |
|                         | RFP Clause No.                                   | Page No. | Query / Suggestion/ Clarification                  | Query / Suggestion/ Clarification   | Response  |
| 1                       |  |          |  | What is number of expected concurrent users ?   | 50000   |
| 2                       |  |          |  |   | No  |
|                         |  |          |  | Would you want the Digital platform for application development be enterprise grade and supported by OEM? |   |