

NITI Aayog

NDAP Project: Response to Queries of Bidders

S. No.	Clause Number	Query	Response
1	Disclaimer	The Consultant wishes to clarify that the Consultant will rely on the information provided in the RFP document and it will not separately conduct any due diligence to verify accuracy of such information for creating deliverables or performing of services by the Consultant. Accordingly, in the event any information provided in the RFP, which is false, untrue or incorrect, the Consultant will not be liable for the deliverables if such deliverables don't yield expected results, when put into use.	Please refer to RFP. No change is contemplated.
2	1.1.1	As this project is supposed to be on DBOT basis, We request you to kindly clarify what would be the procedure for transfer of the project from bidder to NITI Aayog. Also, kindly clarify, when would be the title of the project would pass on to NITI Aayog. We assume clause relating to transfer of ownership of assets under the project. All Hardware / software will be transferred to customer on delivery? Kindly Clarify. We request the DBOT Clause may not be insisted upon and title should rest with Niti Aayog	Please refer to RFP. No change is contemplated.
3	1.1.2	The Consultant wishes to clarify that if the RFP is awarded to Consultant, then the TOR and the Consultancy and Service Agreement executed between the parties will be subject to the negotiation of the deviations proposed by the Consultant along with its proposal document. Consultant wishes to clarify that as part of the DBOT Model proposed in the RFP, the Consultant will not be procuring any third-party software and hardware on behalf of the Authority. Consultant proposes the following arrangement for any kind of Hardware and Software: Consultant has alliance relationships with third party product and services vendors. As part of many such relationships, Consultant is able to resell certain products and services and/or may receive compensation from vendors in the form of fees or other benefits in connection with the marketing, technical and other assistance provided by Consultant. Authority acknowledges that such relationships may be beneficial to Consultant and assist in its performance of the Services. With respect to third party software or material to be procured by Consultant, Consultant will only pass through or assign to Authority the rights Consultant obtains from such third parties (including warranty and indemnification rights), to the extent that such rights are assignable. Consultant will not indemnify Authority against any third-party IP infringement claims for the materials not proprietary to Applicant. In addition, Consultant will not be responsible or liable for any third party product failure or defect or for delays or non-performance of the scope which needs to be performed by the third party OEMs, however Consultant shall help Authority in raising issues with the third party OEM's which are identified by Authority in the hardware supplied or software licensed by third party OEMs, however ultimate responsibility to resolve the issue raised by	Please refer to RFP. No change is contemplated.

		Consultant solely remains with the OEM's directly basis the EULA and/or other Schedule - 2 : Agreement executed between OEM and Authority, without any contractual or penal implications on Consultant. Any supply of Consultant owned software, application, platform or AIP/cloud provisioning shall be done for Authority, for Authority's internal business use only or for Authority access, as per Consultant licensing terms only. These licensing or use terms shall be executed separately with Authority. Authority's access to and use of Consultant's pre-existing assets, including Consultant software, tools and/or platforms, are subject to terms and conditions separate from terms of this Agreement. Such terms shall be set forth in Consultant's Agreement for such pre-existing assets. Authority will execute such agreement. The terms will be for a non-exclusive, limited-in-time and non-transferable right to access and use the Consultant software, tools and/or platforms for internal purposes (i.e. Authority's business) on a subscription basis.	
4	1.7	The said clause should be deleted as this is INR bid.	Please refer to RFP. No change is contemplated.
5	1.8	We request that the proposal due date should be at least one month after issuance of clarification.	Please refer to RFP. No change is contemplated.
6	2.2.2(A)	As per the past five years from PDD, a) Should the projects with start date beyond 5 years and end date within 5 years be considered? b) Should the projects with start date beyond 5 years and currently ongoing be considered? Please clarify if the proposed Cloud Platform should also have relevant Case Studies to host similar Analytics workloads in India and outside. Rationale: Analytics and Machine Learning is an evolving field. If the proposed Cloud platform has already been used for such advanced Analytics workloads and provides managed Analytics services, then it'll help the NDAP project to adopt from the innovation and learnings of other projects on same Cloud platform.	Please refer to RFP. No change is contemplated.
7	2.2.2(A)	Company has executed more than 3 eligible assignments (Data Analytics projects to clients), however our Company would turn 5 years (Registered Dec 2013). Are we still eligible to participate in this RFP ?	Please refer to RFP. No change is contemplated.
8	2.2.2 (B)	Does the professional fees from consultancy, compulsorily include Software development services also. If we have consultancy fees above the required mark, but does not include software services development in the consultancy, will it be considered? In case of JV, can the combined fees qualify for the bid?	Please refer to RFP. No change is contemplated.
9	2.2.2(B)	We request that the financial capacity should be considered as minimum income of Rs. 20-25 Crores in place of Rs. 5 Crores. 5 Crores is a very low pre-qualification criteria	Please refer to RFP. No change is contemplated.
10	2.2.2(B)	Please define the exact value corresponding to the range for additional weightage. Please clarify if the existing Analytics workload count and size on proposed Cloud Platform will also be given weightage at the time of Technical Evaluation. Rationale: Most of the modern Analytics organizations across the world are taking advantage of Cloud Platform's agility and speed of innovations. Choosing a Cloud Platform with proven track record for such Analytics	Please refer to RFP. No change is contemplated.

		workloads will ensure that NDAP is future proof for any requirements including Real-time Analytics including video, audio, IoT sensors etc.	
11	2.2.2(D)	b. We request to allow other qualification as 3 year courses as well like BSc / MSC / MCA / or MBA / Diploma or equivalent in resource qualification	Please refer to RFP. No change is contemplated.
12	2.2.3	We request that Certificate from Company Secretary should be allowed. As due to NDA clause certain document cannot be shared	Please refer to RFP. No change is contemplated.
13	2.2.4	We request you that in place of specific Power of Attorney (for which the format has been given in the RFP) as asked in the RFP, bidder may be allowed to submit a copy of general power of attorney issued in the name of authorized signatory which is the standard practice.	Please refer to RFP. No change is contemplated.
14	2.2.6	We request that condition of this clause be deleted OR in the alternative this be applicable only if as per the Bidder such condition may adversely affect bidder's performance of obligations under the engagement resulting from this RFP.	Please refer to RFP. No change is contemplated.
15	2.2.6.	We request that condition of this clause be deleted OR in the alternative this be applicable only if as per the Bidder such condition/s may adversely affect bidder's performance of obligations under the engagement resulting from this We suggest the following Bidder may not be able to divulge such information due to Non-Disclosure Agreement and other legal compulsion between the parties. Provided however, a confirmation can be provided that "the bidder during the last three years, has neither failed to perform on any agreement, nor have had any agreement terminated for breach by bidder, which may adversely affect the bidder's performance of obligations under the engagement resulting from the RFP".	Please refer to RFP. No change is contemplated.
16	2.3.4	We are requesting deletion of this clause. It is understood that the RFP is for IT services, where the entire system is set up including cloud infrastructure. The scope of the engagement is not limited to just consultancy, but also will include the services.	Please refer to RFP. No change is contemplated.
17	2.3.4	We request that this clause condition be deleted OR expectation be clearly clarified for bidder's to understand the requirement.	Please refer to RFP. No change is contemplated.
18	2.7	The Consultant wishes to clarify that the Consultant will rely on the information provided in the RFP document and it will not separately conduct any due diligence to verify accuracy of such information for creating deliverables or performing of services by the Consultant. Accordingly, in the event any information provided in the RFP, which is false, untrue or incorrect, the Consultant will not be liable for the deliverables, if such deliverables don't yield expected results, when put into use.	Please refer to RFP. No change is contemplated.
19	2.13.3	As a partnership firm, Do we need to submit Power of Attorney? According to clause 2.2.4, it is not required, however clause 2.13.3 demands Power of Attorney certified under the hands of partner or director of the applicant and notarized by a notary public.	Please refer to RFP. No change is contemplated.

20	2.14.2(f, g, h)	We request that the bidder may be allowed to propose alternative CVs for the key positions and countersigning of the same by the candidate in blue ink may not be insisted upon. Also, Undertaking from the Key Personnel about his/her availability should not be insisted upon in case the candidate parts away from the organization or as the case maybe.	Please refer to RFP. No change is contemplated.
21	2.14.2(f, g, h)	We request that the bidder may be allowed to propose alternative CVs for the key positions and countersigning of the same by the candidate in blue ink may not be insisted upon. Also, Undertaking from the Key Personnel about his/her availability should not be insisted upon in case the candidate parts away from the organization or as the case maybe.	Please refer to RFP. No change is contemplated.
22	2.14.2	The resumes for Key personnel presented during bidding time are indicative. The actual deployment might be same or equivalent skilled person. Please confirm.	Please refer to RFP. No change is contemplated.
23	2.14.6	Do we have to add CV of managerial/support staff? Is there any extra marks for these CVs? Current evaluation criteria does not provide for these marks, please clarify.	Please refer to RFP. No change is contemplated.
24	2.14.9	Request to remove the forfeiture of the Bid Security amount provided under this clause.	Please refer to RFP. No change is contemplated.
25	2.15.2(ii)	We request that price be account without GST. Taxes prevailing at the time of invoicing shall be charged to customer.	Please refer to RFP. No change is contemplated.
26	2.15.2(ii)	We request that price be accounted without GST. Taxes prevailing at the time of invoicing shall be charged to customer.	Please refer to RFP. No change is contemplated.
27	2.15.2(ii)	We request that the bidder should be allowed to quote without taxes and the taxes should be paid by NITI Aayog on actual basis at the time of Billing. Any changes in taxes from Prospective or Retrospective aspect shall be borne by NITI Aayog.	Please refer to RFP. No change is contemplated.
28	2.16.3	This refers to the ORIGINAL marked submission documents.Should this be applied in similar way for 2 Copies of this proposal ?	Please refer to RFP. No change is contemplated.
29	2.16.7	The consultant wishes to clarify that any change in the scope of work as agreed in the RFP shall be subject to a change order mechanism and the parties will decide upon the rate for the additional piece of work under a relevant change order. Unless a Change request order has not been agreed between the Parties, the Consultant shall have no obligations to provide such additional services/scope.	Please refer to RFP. No change is contemplated.
30	2.20.1	We request that Bid Security be allowed to be submitted in the form of Bank Guarantee(BG) and the format for the same may be shared. Also please validity period for BG be clarified	Please refer to RFP. No change is contemplated.
31	2.20.1	A) Can company Provide Bid Security in the form of Bank Guarantee since a demand draft validity is only for a period of 3 months ? If Yes then we request NITI Aayog to accept the same in company Standard format of Bid Security. Also, please confirm the validity period of the bid security.	Please refer to RFP. No change is contemplated.
32	2.20.1	Standard PBG provided by company is for 36 months extendable per requirement of client on completion of 3 years, company shall extend the guarantee within 30 days of the expiry of the bank guarantee for the period as	Please refer to RFP. No change is contemplated.

		<p>required. Pls confirm.</p> <p>If company is selected as a successful bidder then we request you to accept the following clause in the contract document.</p> <p>“On completion of 3 years, company shall extend the guarantee within 30 days of the expiry of the bank guarantee for the period as required.</p>	
33	2.20.4	<p>Please confirm whether proposing deviations to terms and conditions in the bid will also result in rejection of the proposal and forfeiture of the bid security.</p> <p>We submit that the contract to be signed between NDAP and company should be a mutually acceptable agreement, incorporating the terms of company’s proposal. The Bidder will abide by terms and conditions contained in the RFP except for such specific sections against which deviations are proposed by company.</p>	Please refer to RFP. No change is contemplated.
34	2.20.4	Request to remove the forfeiture of Bid Security amount as provided under this clause.	Please refer to RFP. No change is contemplated.
35	2.21	<p>We submit that the performance security should be limited to 5% of yearly contract value, valid for one year and renewable yearly for 5% of that year's contract value.</p> <p>We request that the bidder be given a notice of 30 days to cure any breaches or delays before claims are made from the performance security. NDAP shall have the right to invoke the relevant performance security in case bidder fails to cure the breach within such cure period.</p> <p>We submit that the performance security be returned to bidder within 30 days of expiry / termination of the contract.</p>	Please refer to RFP. No change is contemplated.
36	2.21.2	<p>We seek clarification whether consultant is required to submit either 5% performance BG or 5% of amount shall be retained from the amount payable to consultant or Both.</p> <p>We request that instead of deducting 5% amount for performance of the contract, NITI Aayog may take performance Bank Guarantee in lieu of that and payment be released to bidder as per contract payment terms.</p>	Please refer to RFP. No change is contemplated.
37	2.22.3	Please confirm whether proposing deviations to terms and conditions in the bid will also result in rejection of the proposal and forfeiture of the bid security.	Please refer to RFP. No change is contemplated.
38	2.25.1	The Consultant wishes to clarify that, if the bid is awarded to Consultant, then during the negotiation the parties will discuss the deviations proposed by the Consultant along with its proposal document. The T&Cs of the RFP will not become applicable on the Consultant by default.	Please refer to RFP. No change is contemplated.
39	2.25.3	Request to remove the subjective satisfaction of Authority. The Parties will decide on the parameters for the appointment of Sub-Consultants during the contracting stage. For the appointment of Sub-Consultants, the Consultant will not seek the prior approval of Authority.	Please refer to RFP. No change is contemplated.
40	2.26	Provisions of 2.26 can be considered only if the engagement is on time and material and not otherwise. Further, grounds such as termination also needs to be included.	Please refer to RFP. No change is contemplated.

41	2.26	We request that this provision n be deleted and also, the associated penalties as mentioned in the clause.	Please refer to RFP. No change is contemplated.
42	2.26	We request that this provision be revised as under: The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity, termination or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the Authority. (Bidder Suggests that a chance should be given to replace project director and team leader having equivalent qualification and it should not lead to disqualification of applicant or termination of agreement.)	Please refer to RFP. No change is contemplated.
43	2.26	We submit that we be permitted to remove, replace or reassign key personnel without NDAP's consent, for reason of disability, failure to perform, promotion, family consideration or resignation or termination from employment by the Bidder. We further submit that there should be no deduction of amounts or remuneration payable for replacement of the key personnel. We submit that the events of termination should be limited to material breaches only. We submit that the events of termination should be limited to material breaches only.	Please refer to RFP. No change is contemplated.
44	2.26	Request to remove the clause in its entirety. These are output based services and not capacity based services. The Consultant remains responsible for performance of Services under the contract and adheres to the specifications and SLAs agreed between the parties. The right to appoint, retain or replace shall at all times remain with the Consultant.	Please refer to RFP. No change is contemplated.
45	2.27	We request that this provision be entirely deleted.	Please refer to RFP. No change is contemplated.
46	2.27	The indemnity obligation is being covered under the Agreement for Development and Operation of National Data and Analytics Platform (NDAP). Accordingly, we request that the Clause 2.27 should be deleted.	Please refer to RFP. No change is contemplated.
47	2.27	We request that this provision be entirely deleted. As for any breach of the terms of the agreement, authority will have anyway right to claim damages for such breach. However, there cannot be further indemnity for such breaches/deficiencies.	Please refer to RFP. No change is contemplated.
48	2.27	Request to remove this clause. Consultant has proposed a separate liability cap of the parties under clause 3.4 of page 78 of RFP.	Please refer to RFP. No change is contemplated.
49	2.28	Request to remove the clause in entirety. Parties need to negotiate and mutually agree to the terms of the contract governing the required services. Parties need to negotiate and agree to the terms of LOA and once the terms are agreed, both parties shall within reasonable time, execute the required documents.	Please refer to RFP. No change is contemplated.
50	2.29	Agreement needs to be based on mutually agreed terms and further, cannot be onerous and one sided.	Please refer to RFP. No change is contemplated.

51	2.29	We submit that the contract to be signed between Authority and the bidder should be a mutually acceptable agreement, incorporating the terms of bidder's proposal. The response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which deviations are proposed by the bidder. We request confirmation that limited deviations can be proposed by the bidders.	Please refer to RFP. No change is contemplated.
52	2.29	We request that Agreement needs to be based on mutually agreed terms and further, cannot be onerous and one sided. Bidder suggests this provision be revised as under: After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement containing mutually agreed terms within the period prescribed in Clause 1.8.	Please refer to RFP. No change is contemplated.
53	2.29	Request to remove the clause in entirety, as it may not be administratively possible to execute the Contract within the limited 10 days' time period. Further, the Applicant wishes to clarify that at the time of negotiation for the definitive contract, the Applicant will have the right to negotiate on the deviations that will be submitted along with the Bid proposal document.	Please refer to RFP. No change is contemplated.
54	2.3	Request to remove the last two sentences of this clause. The Applicant wishes to clarify that the Parties would require adequate time to negotiate and agree on the terms of the definitive contract. It may not be administratively feasible to commence the services or execute the Agreement within the stringent timeline suggested under this RFP. Also, the forfeiture of Bid Security would be harsh punishment on Applicant for failing to meet the stringent timeline.	Please refer to RFP. No change is contemplated.
55	2.31	Provisions needs to be subject to IPR provisions. This clause be entirely deleted and replaced with the Intellectual Property Rights provision as suggested in Additional Clauses (Point 2) below. (refer comments against clause 3.4)	Please refer to RFP. No change is contemplated.
56	2.31	Provisions needs to be subject to IPR provisions. This clause be entirely deleted and replaced with the Intellectual Property Rights provision as suggested below: Bidder suggests this provision be revised as under: Subject to the provisions of Clause 2.23 and provisions on pre-existing IPR and thirty party items, all documents and other information provided by the Authority or developed by an Applicant specifically for the Authority shall remain or become the property of the Authority provided all the payments due to the Applicant for the deliverables rendered under this Agreement have already been paid by the Authority to the Applicant. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential in accordance with the confidentiality provisions under the Agreement. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority and the Authority shall ensure strict confidentiality of the same.	Please refer to RFP. No change is contemplated.
57	2.31	Applicant wishes to clarify that any document submitted by it in pursuance to this Bidding process will remain Applicant's property as they are Applicant's work product.	Please refer to RFP. No change is contemplated.

		Applicant has proposed a separate IP provision in regard to the ownership of deliverables created while providing the actual services under clause 3.9 of page 81 of RFP. Further, the Authority will also maintain confidentiality of all the information that is submitted by Applicant as part of the bidding process.	
58	3.1	The marking for eligible projects is very subjective and relative to the bidder with highest number of assignments. No clear marking given on how many assignments will fetch how many marks, what turnover will fetch how many marks etc.	Please refer to RFP. No change is contemplated.
59	5.1	We request that minimum of 4 person per organization be allowed which would cover associates from different domains.	Please refer to RFP. No change is contemplated.
60	6.3	Provision needs to be deleted and replaced with the Limitation of Liability provision as suggested in Additional Clauses below. Appendix 1 ,Form 1 (page 113-115) refer comments against clause - Appendix 1 ,Form 1.	Please refer to RFP. No change is contemplated.
61	6.3	<u>Underlined Portion</u> : This is not agreeable. The Authority, its employees, agents and advisers shall be held liable for any and all claims arising from breach of the obligations under this proposal.	Please refer to RFP. No change is contemplated.
62	6.3	Provision needs to be deleted and replaced with the Limitation of Liability provision as suggested below (letter of proposal - p121).	Please refer to RFP. No change is contemplated.
63	6.3	Request to remove this clause. Applicant cannot agree to waive any of its rights which are available under applicable law.	Please refer to RFP. No change is contemplated.
64	6.4	Applicant wishes to clarify that any document submitted by it in pursuance to this Bidding process will remain Applicant's property as they are Applicant's work product. Further, the Authority will also maintain confidentiality of all the information that is submitted by Applicant as part of the bidding process.	Please refer to RFP. No change is contemplated.
65	Schedule 1 1	Please confirm if 'Good Industry Practice' is a defined term. If not, please provide the definition.	Please refer to RFP. No change is contemplated.
66	Schedule 1 3.1.1	No details are provided as to how many data sources are to be connected, for each of the data source /site- what is the data formats, at what frequency data would be available, what is the volume of data, how long will it be retained etc.. More details are needed for the sizing of the platform	Please refer to RFP. No change is contemplated.
67	Schedule 1 3.1.1	Does Niti Aayog expect system to support all the mobile platform like Android, IOS and Window Phone?	Please refer to RFP. No change is contemplated.
68	Schedule 1 3.1.1	What will be your browser compatibility version ex. minimum and maximum version?	Please refer to RFP. No change is contemplated.

69	Schedule 1 3.1.1	(l) System should be able to give a response to any search query involving ten or less indicators (including their analysis and visualization) in 3 seconds or less. ? Can this be relaxed ? Please clarify	Please refer to RFP. No change is contemplated.
70	Schedule 1 3.1.1	We request that this clause be kindly modified to have the additional work done to be paid at the agreed mandates provided along with offer since the clause makes the scope of work open ended.	Please refer to RFP. No change is contemplated.
71	Schedule 1 3.1.1	The requirement is too aggressive for the Bandwidth indicated. Request to kindly reconsider to keep the load time under 8-10 seconds	Please refer to RFP. No change is contemplated.
72	Schedule 1 3.1.1	We request that refresh/query response time of 3 seconds be kindly reconsidered, considering delay in network latency from the point of access. Also, GIGW compliance/STQC compliance should not be considered in the time completion schedule. These activities are time consuming and may have repercussion on timely implementation of project. We request NITI Aayog to take this activity in their scope and cost their off	Please refer to RFP. No change is contemplated.
73	Schedule 1 1.1	The Applicant wishes to clarify that if the RFP is awarded to Consultant, then the TOR between the parties will be subject to the deviations proposed by the Consultant along with its proposal document. Also, request to remove Good Industry Practice from the clause as it's vague. All specifications regarding the services will be mutually agreed between the parties and the services will be performed in accordance with the agreed specifications.	Please refer to RFP. No change is contemplated.
74	Schedule 1 3.1.1	Can we utilize the infrastructure and build on data.gov.in? This will enable us to access the data directly that has been ingested on to the platform.	Please refer to RFP. No change is contemplated.
75	Schedule 1 3.1.1	Would NDAP Infrastructure cost outside the scope of this RFP	Please refer to RFP. No change is contemplated.
76	Schedule 1 3.1.1	Do we need only size the infrastructure requirements or are we expected to procure the infrastructure and include it part of our pricing? If so can we request you to provide the pricing details from MeghRaj	Please refer to RFP. No change is contemplated.
77	Schedule 1 3.1.1	This requires Infrastructure being available in High Availability mode. Is Procurement of Infrastructure to achieve this objective outside the scope of RFP ?	Please refer to RFP. No change is contemplated.
78	Schedule 1 3.1.1	Is it possible to ask the ministries/departments to ingest data directly onto the platform instead of gathering data from the websites.	Please refer to RFP. No change is contemplated.

79	Schedule 1 3.1.1	Are there standards for data ingestion, metadata requirements, schemas, and classification for us to utilize and expect the ministries to adhere to while ingesting data? If not, can we propose these as an optional item as part of the platform development.	Please refer to RFP. No change is contemplated.
80	Schedule 1 3.1.1	The requirements has to detailed and needs discussion, Request to kindly relax this (by including specifics during the technical discussions round)	Please refer to RFP. No change is contemplated.
81	Schedule 1 3.1.1	3D visualizations - Kindly clarify is Niti Aayog looking for reporting tool as an option ? Or custom development of reports is expected	Please refer to RFP. No change is contemplated.
82	Schedule 1 3.1.1	How much historical data you want to do analysis on	Please refer to RFP. No change is contemplated.
83	Schedule 1 3.1.1	Can you explain more on the data archival/backup strategy;	Please refer to RFP. No change is contemplated.
84	Schedule 1 3.1.1	Depending on the KPIs the look and feel might change depending on the device/ screen resolution(as per the below highlighted)'	Please refer to RFP. No change is contemplated.
85	Schedule 1 3.1.1	If All the analytics reports will be only web based, or if those will be connected to any kind of BI tool?	Please refer to RFP. No change is contemplated.
86	Schedule 1 3.1.1	The translation text for all regional languages will be provided to us?	Please refer to RFP. No change is contemplated.
87	Schedule 1 3.1.1	What is the expected level/definition of accuracy, as checking for new data loads/feeds to be automated – need to re-define/refine the rules periodically.	Please refer to RFP. No change is contemplated.
88	Schedule 1 3.1.1	What is the estimated page view count expected on this portal for Year 1? This is for calculation of 'server call volumes' for Web/Digital Analytics Are there any estimates/assumptions available for projections for Years 2 & 3, that Department can share.	Please refer to RFP. No change is contemplated.
89	Schedule 1 3.1.1	Can the Link to the data accessed suffice or actual Data has to be saved for the activity log.	Please refer to RFP. No change is contemplated.

90	Schedule 1 3.1.1	1. Maximum ministries reports are in PDF format, which means data needs to be manually scrapped and inserted. Please confirm who will do the same. 2. If SI is doing the manual insertion, verification and associated delay lies with Niti Aayog, please confirm	Please refer to RFP. No change is contemplated.
91	Schedule 1 3.1.1	1. For effort estimation and bid preparation, a capping will be required on the number of data sets /sources present in the mentioned websites; and a capping on the PDF reports will be required Bidders requests / suggest the below to be considered: Bidder Integrates initial corpus of data into website from the following sources: (i) Machine readable Data sets not exceeding 1500 across Datagov.in, 250 State Ministry / Dept websites and 60 Central Ministries / Dept. websites, and Departments and Autonomous and affiliated bodies of the following Ministries - Agriculture, Education, Finance, and Health; and (ii) Machine readable PDF Reports for key sectors as shown in the indicative list at Attachment-I, not exceeding 300 PDF reports for the RFP. APIs shall be provided for	Please refer to RFP. No change is contemplated.
92	Schedule 1 3.1.1	Is there a standard vocabulary that is used or do we need to propose one for the ministries & departments to adhere while cataloging data.	Please refer to RFP. No change is contemplated.
93	Schedule 1 3.1.1	Section 3.1.1 Data Requirements bullet point 1(e) asks us to visit websites to identify new data uploads. Can we instead ask the ministries to publish the data onto the platform? If not are these visits expected to be manual?	Please refer to RFP. No change is contemplated.
94	Schedule 1 3.1.1	Section 3.1.1 Data Requirements bullet point 2(b) asks us to convert reports into machine readable format... instead can we ask the ministries to ingest the data into the platform?	Please refer to RFP. No change is contemplated.
95	Schedule 1 3.1.1	1. Any new data source which needs to be integrated has to be informed by Ministry / Niti Aayog. The addition will involve customisation effort and hence it to be considered as part of Change Request process with added commercials. 2. All data sources will be in English only, please confirm the understanding	Please refer to RFP. No change is contemplated.
96	Schedule 1 3.1.1	1. Any new data source addition will involve customisation effort and hence it to be considered as part of Change Request process with added commercials.	Please refer to RFP. No change is contemplated.
97	Schedule 1 3.1.1	As the portal is being hosted on cloud which is not managed by company therefore SLAs relating to cloud services and performance which may affect portal services should not be applicable on the SI/Consultant.	Please refer to RFP. No change is contemplated.
98	Schedule 1 3.1.1	What are the types of data that should be expected? Structured/ unstructured? If unstructured, what % is unstructured? Is there voice, video, others?	Please refer to RFP. No change is contemplated.
99	Schedule 1 3.1.1	you refer to - Seamlessly integrate an initial data capacity of 1 TB scalable up to 10 TB. - is this all the data that will be stored in the platform?	Please refer to RFP. No change is contemplated.

100	Schedule 1 3.1.1	Is there a preference for a visualisation tool?	Please refer to RFP. No change is contemplated.
101	Schedule 1 3.1.1	Is it possible to bid on partial scope or split the scope into two parts 1. Building the platform and ingesting data 2. Visualization and Dashboard development	Please refer to RFP. No change is contemplated.
102	Schedule 1 3.1.1	is there a preferred analytics tool?	Please refer to RFP. No change is contemplated.
103	Schedule 1 3.1.1	Functional Scope is not clear – this is essential for sizing the efforts estimate e.g. please provide information / confirmation on the below: a. List of Ministries and agencies for which data collection needs to be carried; and for each such Ministry, list of departments / functions and the systems that they currently use that generate data. b. Who is maintaining these source system applications? Whose responsibility is it to obtain data from these respective owners? c. What are the source systems from which data needs to be captured to the portal d. Data for how many years need to be migrated as part of initial set up e. Is data maintained in any form other than applications (e.g. data in Excel spread sheets or word documents etc.) expected to be migrated? f. Does data mean only data available in digital form (capture of data available in manual forms?) g. Integrates initial corpus of data into website : how is this corpus being maintained? How many distinct formats? h. API to read data into the platform : Data from how many different sources? i. Automatic ETL to map incoming data : from how many different source systems? How many files are envisaged from these source systems? 3) “Built-in terminals for blind users” – isn’t this a HW feature? 4) “All major Indian languages” – please list the languages that the Application needs to comply with... 5) “Classroom section for students/teachers with quizzes or lesson plans.” – what is the expectation here? # of users to be trained through classroom sessions, duration of these sessions etc. 6) DR and BCP : is the expectation that the Consultant maintain infrastructure required for this – that includes HW and software licenses? 7) “provide warranty support and up-to-date annual maintenance of components of the NDAP including software” : is the expectation that the Consultant provide warranty for all HW components of NDAP? 8) Deliverables for SI phase are not explicitly listed out; this can be very ambiguous and high risk. Section 4.1 calls out deliverables for Operations phase only.	Please refer to RFP. No change is contemplated.

104	Schedule 1 3.1.1	How much Data to be fetched for a single query?	Please refer to RFP. No change is contemplated.
105	Schedule 1 3.1.1	It is mentioned; to built in terminals and software for blind and visually impaired. Does this include hardware or only software?	Please refer to RFP. No change is contemplated.
106	Schedule 1 3.1.1	It is mentioned; Integrated social media/share content function (email, Facebook, Twitter, etc.). Are you suggesting that users will have the ability to share the data on the platform through social media?	Please refer to RFP. No change is contemplated.
107	Schedule 1 3.1.1	It is mentioned that classroom section for students/teachers with quizzes or lesson plans. - can you please elaborate what you envisage here?	Please refer to RFP. No change is contemplated.
108	Schedule 1 3.1.1	Who are the users who will have access to site analytics?	Please refer to RFP. No change is contemplated.
109	Schedule 1 3.1.1	More broadly, is there a plan to restrict different groups of users to different data sets?	Please refer to RFP. No change is contemplated.
110	Schedule 1 3.1.1	Animated visualizations on variable factors, including dynamic visualization with drill-down and drill-up features at all applicable granularity.	Please refer to RFP. No change is contemplated.
111	Schedule 1 3.1.1	For Data analysis, what all analytical models to be part of the portal for inbuilt analytics?	Please refer to RFP. No change is contemplated.
112	Schedule 1 3.1.1	The feature is not available as a COTS feature and bidder requests that this feature be permitted to be taken up as a custom development during project implementation. Please confirm	Please refer to RFP. No change is contemplated.
113	Schedule 1 3.1.1	BCP and DRP is dependent upon the cloud service provider and DR/DC service levels and portal performance have to be as per cloud services provider.	Please refer to RFP. No change is contemplated.
114	Schedule 1 3.1.1	Solution can monitor only parameters available from the accessing user systems. Logging levels can be configured accordingly. Please confirm	Please refer to RFP. No change is contemplated.

115	Schedule 1 3.1.1	We assume RTO/RPO is only from the perspective of application monitoring; and all the infrastructure (example: EMS Hardware infrastructure, database, etc.) would be provided by the cloud service provider. Also, a window would be provided to the bidder for monitoring of the application. Please clarify	Please refer to RFP. No change is contemplated.
116	Schedule 1 3.1.2	Please define major and minor enhancement.	Please refer to RFP. No change is contemplated.
117	Schedule 1 3.1.2	The Authority shall have the right to add or edit the features specified above. If significant costs are associated with any additional features, then the manday rates for the same, as specified by the Consultant in its Bid, shall be used for making additional payments to the Consultant. - what is the definition of significant costs here?	Please refer to RFP. No change is contemplated.
118	Schedule 1 3.1.2	Any change in the scope of work will be subject to a change order mechanism. Consultant will not be bound to perform any new or altered services without a change request being executed for it.	Please refer to RFP. No change is contemplated.
119	Schedule 1 3.2-3.4	Request to remove the clause in entirety. Parties will mutually decide upon the testing and acceptance. Consultant proposes the following requirements with respect to the testing and acceptance procedure: Wherever applicable and practicable, specifications and acceptance criteria will be agreed between the parties. Unless otherwise specified in the Agreement acceptance of Deliverables by Authority shall be deemed to have taken place within 30 days of receipt of the Deliverable unless the Deliverable has been rejected as not meeting the agreed acceptance criteria. Where acceptance criteria are not applicable or where no acceptance testing is carried out, all Services performed and Deliverables submitted to Authority for approval shall be deemed accepted if, within thirty (30) days after delivery, Authority has not provided to Consultant written notice identifying specifically any basis for not approving the Services and/or Deliverables. Consultant wishes to clarify that the during acceptance, the Work even if substantially satisfy the Specifications and not absolutely, should be fine. Consultant will be liable to correct any defects during Warranty period Deal & Delivery teams to review and confirm.	Please refer to RFP. No change is contemplated.
120	Schedule 1 3.2	There is no provision for the deemed acceptance, there might be scenarios where the work is completed and the test was also completed successfully, however there is a delay in issuance of the certificate. The same can affect payment schedules. Hence requesting the Authority, if the following clause can be added or a similar clause be included? "If after the successful completion of the UAT, no communication is received from the Authority for a period of 30 days, the UAT certificate is deemed issued."	Please refer to RFP. No change is contemplated.
121	Schedule 1 3.2	We suggest that the acceptance test and associated criteria for each milestone should be mutually decided.	Please refer to RFP. No change is contemplated.

122	Schedule 1 3.4	We are requesting that the frequency of the audit be revised to once in 2 years, during the O&M phase of the engagement.	Please refer to RFP. No change is contemplated.
123	Schedule 1 3.4	We request that STQC and GIGW compliance be taken over by NITI Aayog as these activities are time consuming and may have repercussions on timely implementation of the project. Also, the expenses for the same may be borne by NITI Aayog. Instead of every Six-Monthly audit, the period for the same may be considered on yearly basis.	Please refer to RFP. No change is contemplated.
124	Schedule 1 3.4	How do we factor the cost of Reputed CERT-In empanelled testing firm (to be nominated by the Authority) at this stage of RFP ? Under which section in Financial Proposal should it be included ?	Please refer to RFP. No change is contemplated.
125	Schedule 1 3.6.3	Do we need to provide the training to NDAP staff or do we need to include the ministries as well? Will Niti Aayog provide us with the required logistics for the training or do we need to manage them as well.	Please refer to RFP. No change is contemplated.
126	Schedule 1 3.7	Transition needs to be subject to mutual agreement including on commercials.	Please refer to RFP. No change is contemplated.
127	Schedule 1 3.7	Transition needs to be subject to mutual agreement including on commercials. Bidder suggest this clause be revised as under: 3.7.1 Following the expiry or termination of the Agreement for any reason, the Consultant shall ensure that the Authority has exclusive access to and control of the NDAP data in a format that is reasonably acceptable or in the form it was provided, unless otherwise agreed. 3.7.2 In the event that the Authority transfers the NDAP data to a new or replacement system and/or grants a designated agency access to the NDAP data, the Consultant shall at Authority's cost provide reasonable technical assistance to the Authority to facilitate data transition. 3.7.4 The activities herein shall be subject to mutually agreed data transition plan. In no event shall the Consultant be required to perform post the effective date of expiration/ termination.	Please refer to RFP. No change is contemplated.
128	Schedule 1 4	What type of software support i.e. 24x7 or 8x5 is required 2. Software support is required for how many years	Please refer to RFP. No change is contemplated.
129	Schedule 1 4.2.1	We assume this should be the responsibility of cloud service provider except for application monitoring. Please clarify.	Please refer to RFP. No change is contemplated.

130	Schedule 1 4.2.2	Provisioning of warranty, maintenance, updation, support etc for any OEM not hired by company is beyond the scope	Please refer to RFP. No change is contemplated.
131	Schedule 1 4.2.2	Request to kindly what other related services is being expected.	Please refer to RFP. No change is contemplated.
132	Schedule 1 4.2.2	you refer to - implement code change requests made by the Authority in deployed custom coding; - are these part of change requests to be charged separately?	Please refer to RFP. No change is contemplated.
133	Schedule 1 4.3.2	If a Monitoring tool needs to be procured, the cost of this is not mentioned to be included in the RFP.Would Authority procure on behalf of the Consultant and Consultant would be only using the Monitoring tools for providing services ?	Please refer to RFP. No change is contemplated.
134	Schedule 1 4.3.2	We assume this should be the responsibility of cloud service provider except for application monitoring. Please clarify. Also, Please specify what level of monitoring is required -system or app level ?	Please refer to RFP. No change is contemplated.
135	Schedule 1 4.3.4	We assume this should be the responsibility of cloud service provider except for application monitoring. Please clarify.	Please refer to RFP. No change is contemplated.
136	Schedule 1 4.4	This provision be entirely deleted OR it should be subject to mutually agreed change control process.	Please refer to RFP. No change is contemplated.
137	Schedule 1 4.4.2	you refer to - New versions of the technology solution components that are issued by the Consultant during the period of the Agreement shall be implemented by the Consultant as part of the NDAP project within 60 days of release of upgrades at no additional cost to the Authority. - can the time lines be reviewed? does this include for instance 3rd party software upgrades?	Please refer to RFP. No change is contemplated.
138	Schedule 1 4.4.2	Please clarify if subscription based flexible Cloud Native services are preferred compared to COTS based perpetual License model which once procured can't be changed for the entire project duration. Rationale: Analytics, Machine Learning, Natural Language Processing, Artificial Language is an evolving field and new frameworks are evolving every 3 – 4 months. Committing to a technology stack for 5 years may not provide desired agility for NDAP portal. Instead, a Subscription based model should be preferred where analytics stack can be updated without any Technology debt.	Please refer to RFP. No change is contemplated.
139	Schedule 1 4.5	<u>Underlined Portion</u> : We understand that the mechanism for undertaking a change request will be mutually discussed and agreed to between the parties.	Please refer to RFP. No change is contemplated.

140	Schedule 1 5.1	We request you to kindly clarify the total duration of the project. Is it 1 year of development +4 Years of support or 1 year of development + 5 years of support as mentioned in Clause 10.1: Completion of services (Page 59).	Please refer to RFP. No change is contemplated.
141	Schedule 1 5.1	We request that Price of Development phase & Operation be 100% of activities undertaken during respective phases and payment terms should be separate for each phase. We request you to provide better payment terms. Development Phase to have favourable cashflow for the project- 1. Project kick off - 5% of Dev Phase Price 2. Design phase - 5% of Dev Phase Price 3.Data Visualization- 5% of Dev Phase Price 4. Data Features - 5% of Dev Phase Price 5. Search Functionality (Complete)- 15% of Dev Phase Price 6. UAT & Data Integration - 25% of Dev Phase Price 7. Go live - 35% of Dev Phase Price 8. Training & Documentation -5% of Dev Phase Price Quarterly arrears for O&M phase	Please refer to RFP. No change is contemplated.
142	Schedule 1 5.1	Delivery of Project Plan, Software Requirement Specifications (SRS), Inception Reports and Project Organisation. We suggest that for SRS minimum 6 weeks should be provided 3 weeks are not sufficient and also completion of this activity pro rata payment should be released on SRS design Phase	Please refer to RFP. No change is contemplated.
143	Schedule 1 5.1	The payment for the implementation phase is held till end of contract . This has revenue recognition issues. We request to divide the commercial template into 2 parts - a) Implementation phase b) O&M phase. The milestones be made applicable for both phases and 100% of implementation phase value be released by end of implementation phase or some 6 months added time period. Payment Milestone: Following payment Milestone are suggested as each bidder will like to have some part of the delivered portion be recovered: a. 70% of Implementation Cost - On delivery of software licenses and deployment of team b. 25% of Implementation Cost - After T + 6 months c. 5% of Implementation Cost - After T + 12 months (on Go Live, completion of Devp. / implementation phase) O&M quarterly basis – Total O&M cost divided into 20 quarters (This is separate than the project development phase cost)	Please refer to RFP. No change is contemplated.
144	Schedule 1 5.1	Request to kindly consider this as a payment milestone. As considerable activity is required in Requirements Specification detailing and Planning activity.	Please refer to RFP. No change is contemplated.
145	Schedule 1 5.3	As the payment for Operations phase will be released quarterly the invoicing timeline is not clear as payment terms subsequent to the quarter end will elongate the payment cycle leading to unnecessary financial stress	Please refer to RFP. No change is contemplated.

146	Schedule 1 5.3	If tax rate change is less than 2 % then will Finalised bidder be reimbursed the increased cost?	Please refer to RFP. No change is contemplated.
147	Schedule 1 5.4	<p>Payments for unperformed services can be withheld and not otherwise. Further, words like ‘satisfactory’ are vague and be avoided. No unilateral deductions should be there/ needs to be permitted. Audits, if any, needs to be conducted during normal working hours and upon reasonable advance written notice to the selected bidder. Niti Aayog and its auditors will: (i) comply with selected bidder’s reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by selected bidder; and (ii) cooperate with selected bidder to minimize any disruption to selected bidder’s business activities.</p> <p>Auditor needs to be independent entity and not a competitor of selected bidder.</p> <p>No unilateral deductions needs to be permitted.</p> <p>Payments for unperformed services can be withheld and not otherwise. Further, words like ‘satisfactory’ are vague and be avoided.</p> <p>Audits, if any, needs to be conducted during normal working hours and upon reasonable advance written notice to the selected bidder. Niti Aayog and its auditors will: (i) comply with selected bidder’s reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by selected bidder; and (ii) cooperate with selected bidder to minimize any disruption to selected bidder’s business activities.</p> <p>Auditor needs to be independent entity and not a competitor of selected bidder.</p>	Please refer to RFP. No change is contemplated.
148	Schedule 1 5.4	We are requesting whether the clause can be modified to state that the payment will be withheld only for the parts that are in dispute and not for the parts that are completed as per the terms of this agreement or are not in dispute.	Please refer to RFP. No change is contemplated.
149	Schedule 1 5.4	<p>Payments for unperformed services can be withheld and not otherwise.</p> <p>Bidder suggests this provision be revised as under: The Authority shall have the right to withhold any payment for unperformed Services due to the Consultant in case of delays or defaults in the work undertaken by the Consultant. Such withholding of payment shall not amount to a default on the part of the Authority.</p>	Please refer to RFP. No change is contemplated.
150	Schedule 1 5.4	The Authority has other remedies under contract in case of any delays or defaults in the work undertaken by the Consultant. Accordingly, we request that that the Authority should not withhold any payments due, and this clause should be accordingly deleted.	Please refer to RFP. No change is contemplated.
151	Schedule 1 5.4	Request to remove this clause as it’s very vague.	Please refer to RFP. No change is contemplated.

152	Schedule 1 5.5	<p>Further, words like ‘satisfactory’ are vague and be avoided. No unilateral deductions should be there/ needs to be permitted.</p> <p>Bidder suggests this provision be revised as under:</p> <p>The phase wise payment shall be made upon receipt of confirmation of delivery, (reinstallation, live running, service report of Deliverables.</p> <p>The clause should also include:</p> <p>Audits, if any, needs to be conducted during normal working hours and upon reasonable advance written notice to the selected bidder. Niti Aayog and its auditors will: (i) comply with selected bidder’s reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by selected bidder; and (ii) cooperate with selected bidder to minimize any disruption to selected bidder’s business activities.</p> <p>Auditor needs to be independent entity and not a competitor of selected bidder.</p> <p>In no case shall selected Consultant be required to disclose any internal commercial information or data of Consultant including profit margins, mark ups etc.</p> <p>No unilateral deductions needs to be permitted.</p>	Please refer to RFP. No change is contemplated.
153	Schedule 1 5.5	<p>The phase wise payment shall be made with the agreed payment period from the date of delivery.</p> <p>Acceptance of the delivery shall be as per the agreed acceptance mechanism.</p>	Please refer to RFP. No change is contemplated.
154	Schedule 1 5.6	<p>We propose that If any additional costs are associated with any additional features, then the man day rates specified in the Agreement shall be used to make additional payments to the Consultant.</p>	Please refer to RFP. No change is contemplated.
155	Schedule 1 5.6	<p>We request that the time frame for addition and deletion should be periodically reviewed, preferably once in a quarter.</p>	Please refer to RFP. No change is contemplated.
156	Schedule 1 7.1	<p>Qualifications of consultant personnel - you refer to B.Tech or equivalent. What is considered equivalent? For instance we have some data scientists with an MSc in Statistics. Would that be OK?</p>	Please refer to RFP. No change is contemplated.
157	Schedule 1 7.2	<p>You refer to - The Consultant shall establish a Project Office at a suitable location in the National Capital Region, for efficient and coordinated performance of its Services. The authorised officials of the Authority may visit the Consultant’s Project Office any time during office hours for inspection and interaction with the Consultant’s Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. - can consultant work out of their offices in NCR not specifically set up for this?</p>	Please refer to RFP. No change is contemplated.
158	Schedule 1 7.2	<p>Any inspection will be subject to the guidelines suggested under clause 3.11 of Page 82 of RFP.</p>	Please refer to RFP. No change is contemplated.

159	Schedule 1 7.3	Consultant would like to retain the right to mobilize and demobilize its personnel as per its requirement. However, Consultant is willing to share the identity of its personnel with Authority before assigning them on project. Request to remove the requirement of producing time sheets/attendance sheets.	Please refer to RFP. No change is contemplated.
160	Schedule 1 9	Is there a current estimate of the number of APIS which the authority is aware of in order for us to accurately estimate the efforts.	Please refer to RFP. No change is contemplated.
161	Schedule 1 10.1	The Consultant wishes to clarify that it has proposed an alternate IP ownership arrangement under clause 3,9 of Page 81 of RFP.	Please refer to RFP. No change is contemplated.
162	Schedule 2 Agreement	The Consultant wishes to clarify that if the RFP is awarded to Consultant, then the TOR and the Consultancy and Service Agreement to be executed between the parties will be subject to negotiation of the deviations proposed by the Consultant along with its proposal document.	Please refer to RFP. No change is contemplated.
163	Schedule 2 1.1.2	We request that a Clause needs to include reference to selected bidder's Proposal too.	Please refer to RFP. No change is contemplated.
164	Schedule 2 1.1.2	Request to remove the reference of RFP and LOA from the list. The parties will include the entire understanding of the services to be provided and the relevant terms and conditions in the definitive agreement that will be executed by the parties.	Please refer to RFP. No change is contemplated.
165	Schedule 2 1.3	In addition to payment obligations, Authority also needs to be comply with its corresponding obligations.	Please refer to RFP. No change is contemplated.
166	Schedule 2 1.4	Consultant proposes Arbitration instead of litigation as provided in the Clause 9.4 of Page 89 of RFP.	Please refer to RFP. No change is contemplated.
167	Schedule 2 1.11	The Consultant's pricing is exclusive of taxes. Authority needs to be responsible for such taxes. Bidder suggests this provision be revised as under: The Authority shall pay all taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of taxes on the Consultant's income as may be lawfully imposed on it.	Please refer to RFP. No change is contemplated.
168	Schedule 2 2.3	Provision should be applicable only if the failure is for reasons solely attributable to the Consultant. Bidder suggests this provision be revised as under: If the Consultant for reasons solely attributable to it does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this	Please refer to RFP. No change is contemplated.

		Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.	
169	Schedule 2 2.3	Request to remove the clause, as it may not be administratively possible to commence the services within the stringent timeline proposed. Request to remove the clause, as it may not be administratively possible to commence the services within the stringent timeline proposed.	Please refer to RFP. No change is contemplated.
170	Schedule 2 2.3	We suggest that a minimum 30 days notice should be provided prior to terminating the Agreement.	Please refer to RFP. No change is contemplated.
171	Schedule 2 2.4	Kindly clarify the contract period is 5 years (1+4) or 6 year (1+5) . It is not clearly emerging from RFP	Please refer to RFP. No change is contemplated.
172	Schedule 2 2.5	We suggest that RFP reference mentioned in clause be deleted.	Please refer to RFP. No change is contemplated.
173	Schedule 2 2.5	Bidder suggests this provision be revised as under: 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. 2.5.2 Bidder suggests this provision be entirely deleted.	Please refer to RFP. No change is contemplated.
174	Schedule 2 2.5	Request to remove the proviso clause of 2.5.1 and clause 2.5.2 in entirety. The parties will include the entire understanding of the services to be provided and the relevant terms and conditions in the definitive agreement executed by the Parties.	Please refer to RFP. No change is contemplated.
175	Schedule 2 2.8	Request to remove the clause as it's vague.	Please refer to RFP. No change is contemplated.
176	Schedule 2 2.8	We suggest that Suspension of payments needs to be restricted with respect to unperformed obligations only and not otherwise.	Please refer to RFP. No change is contemplated.
177	Schedule 2 2.8	We suggest that Suspension of payments needs to be restricted with respect to unperformed obligations only and not otherwise. Bidder suggests this provision be revised as under: The Authority may, by written notice of suspension to the Consultant, suspend payments to the Consultant	Please refer to RFP. No change is contemplated.

		hereunder for unperformed Services if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension. Such suspension shall stand revoked once the breach or failure is remedied.	
178	Schedule 2 2.8	We suggest that the Authority shall have a right to suspend/terminate the agreement for any material breach only. Accordingly, we recommend that this clause pertaining to suspension of services should be deleted.	Please refer to RFP. No change is contemplated.
179	Schedule 2 2.9.1	2.9.1(g) should be deleted. This clause is one sided	Please refer to RFP. No change is contemplated.
180	Schedule 2 2.9.1	We suggest that the right to terminate should be restricted to event of material breach only. We submit that cancellation / termination should be invoked for serious and material breaches and not for minor breaches/delays. We further request that the bidder should be allowed a cure period of a minimum of 30 days prior to issuance of notice of default for termination of the contract. We suggest that a minimum of 180 days be permitted prior termination due to force majeure. This is not agreeable. The authority shall be permitted to terminate the agreement for material breaches only.	Please refer to RFP. No change is contemplated.
181	Schedule 2 2.9.1	Request to remove the clause 2.9.1 in entirety and replace it with the following understanding: Any termination for cause by either Party will (a) be based on material non-compliance (b) be based on a written notice which provides reasons for the termination and(c) a cure period of not less than 120 days during which the defaulting Party may remedy the material non-compliance. In the event of a Force Majeure event, the affected party may terminate the Agreement if the Force Majeure event continues for more than 30 days.	Please refer to RFP. No change is contemplated.
182	Schedule 2 2.9.1	Provisions in 2.9.1 (a) to (f) primarily deals with instances of termination for cause. However 2.9.1 (g) is a unilateral termination right which the authority has to terminate the agreement for no fault of the consultant but for authority's own convenience. Bidder suggests this provision be entirely deleted.	Please refer to RFP. No change is contemplated.
183	Schedule 2 2.9.1	Please modify the clause as: (a) to (e) i) We suggest that the right to terminate should be restricted to event of material breach only. ii) We submit that cancellation / termination should be invoked for serious and material breaches and not for minor breaches/delays. We further request that the bidder should be allowed a cure period of a minimum of 30 days prior to issuance of notice of default for termination of the contract.	Please refer to RFP. No change is contemplated.

		f) We suggest that a minimum of 180 days be permitted prior termination due to force majeure. g) This is not agreeable. The authority shall be permitted to terminate the agreement for material breaches only.	
184	Schedule 2 2.9.3	Request to remove point (iii) from the clause 2.9.3. Also, Consultant wishes to clarify that the confidentiality obligation will survive the termination or expiration of the Agreement for a period of two years.	Please refer to RFP. No change is contemplated.
185	Schedule 2 2.9.5	Offsetting if any needs to be with respect to undisputed amounts and not otherwise. Words like 'satisfactory' are vague and needs to be deleted.	Please refer to RFP. No change is contemplated.
186	Schedule 2 2.9.5	Offsetting if any needs to be with respect to undisputed amounts and not otherwise. Words like 'satisfactory' are vague and needs to be deleted. Bidder suggests this provision be revised as under: Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any undisputed amount that may be due from the Consultant to the Authority under this Agreement):	Please refer to RFP. No change is contemplated.
187	Schedule 2 2.9.5	Request to remove the clause 2.9.5 in entirety. Upon termination Consultant shall be paid for following: a) deliverables in progress, b) expenses incurred by Consultant prior to the date of termination and c) for any out-of-pocket demobilization or other direct costs resulting from such early termination (not applicable when Authority terminated for Consultant's material breach). (d) termination fees to cover the investments already made by the Consultant (not applicable when Authority terminated for Consultant's material breach).	Please refer to RFP. No change is contemplated.
188	Schedule 2 2.10.1	We will be able to provide the license to use the source code only and intellectual property associated with the Deliverables. We will not be able to provide the source code itself per se, since they will contain proprietary information of the Contractor. With respect to IP and source code, we will only be able to provide a license to use the same. Request to modify the clause to that effect.	Please refer to RFP. No change is contemplated.
189	Schedule 2 2.10.1	Bidder suggests this provision be revised as under: (d) except for third party IPR and the Consultant Pre-Existing IP, deliver and transfer all Consultancy Documents specified in Clause 3.9.1, including relevant Portal documentation, Training Document and Training Videos, System Architecture, Database design, Taxonomy and metadata information, Analytical models and their documentation (Natural Language, Information Extraction, etc.) all of the foregoing to extent they are specifically developed for the Authority, related username and passwords to the system, Maintenance Schedule, Intellectual Property and other licences pertaining to the NDAP, including all programmes and manuals pertaining thereto, as on the Transfer Date. For the avoidance of doubt, the Consultant represents and warrants that such Intellectual	Please refer to RFP. No change is contemplated.

		<p>Property delivered hereunder shall be adequate and complete for the operation and maintenance of the NDAP and shall be assigned to the Authority free of any Encumbrance, accompanied by a non-exclusive license in perpetuity to use/ sub-license the tools developed by the Consultant as Consultant Pre-Existing IP which are incorporated in the Deliverable, at no cost or fee. Provided, however, that the Consultant may retain the right to use tools for which the Intellectual Property is transferred hereunder;</p> <p>(e) transfer and/or deliver all Applicable Permits and licenses to the extent required and permissible under Applicable Laws;</p> <p>at the Authority's cost, provide technical assistance and shadow support to the Authority to facilitate data transition (include the migration of user addresses, user credentials, saved messages, all inbound messages, and any other processes necessary to carry out complete knowledge transfer) to the Authority or its nominee;</p> <p>(f) except with respect to third party IPR and Consultant's pre-existing IPR, execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, transferring and assigning all the rights, title and interest of the Consultant in the NDAP, absolutely unto the Authority or its nominee; and</p> <p>(g) except for third party IPR and Consultant's pre-existing IPR, comply with all other requirements as may be prescribed or required under Applicable Laws for completing the transfer and assignment of all rights, title and interest of the Consultant in the NDAP, free from all Encumbrances, absolutely unto the Authority or its nominee, as the case may be, so as to ensure that the Authority or its nominee, has exclusive access to and control of the NDAP data in a format that is reasonably acceptable and without any additional cost to the Authority</p>	
190	Schedule 2 2.10.1	<p>Please clarify what kind of deeds of conveyance, documents and other writings will be required to be conveyed in this regard.</p> <p>This is not agreeable. We propose that the manner and associated costs related to transfer and assignment of all rights, title and interest of the Consultant in NDAP should be mutually discussed and agreed to between the parties.</p>	Please refer to RFP. No change is contemplated.
191	Schedule 2 2.10.3.1	<p>Bidder suggests this provision be revised as under:</p> <p>2.10.3.1 The Parties shall reasonable cooperate and take all necessary measures, in good faith, to achieve a smooth transfer of the NDAP in accordance with the provisions of this Agreement so as to ensure and procure the continuity, safety and security of NDAP.</p>	Please refer to RFP. No change is contemplated.
192	Schedule 2 2.10.2	<p>We are agreeable to provide the license, however pls confirm that the license cannot be commercialized and sub licenses will only be given to internal. departments. We request to include that clarification within the clause</p>	Please refer to RFP. No change is contemplated.
193	Schedule 2 2.10.5.1	<p>Bidder suggests this provision be revised as under:</p> <p>2.10.5.1 The Authority shall bear and pay all costs incidental to transfer of all of the rights, title and interest of the Consultant in the NDAP in favour of the Authority upon Termination, including all stamp duties payable on any</p>	Please refer to RFP. No change is contemplated.

		deeds or Documents executed by the Consultant in connection with such transfer shall be borne by the Authority, save and except as provided in Clause 2.9.5.	
194	Schedule 2 3.1.1	Consultant proposes the alternate standard for performance of services which is easy to track: Services will be performed in a good and workmanlike manner with reasonable skill and care. Request for deletion of the clause and replace with the language provided above.	Please refer to RFP. No change is contemplated.
195	Schedule 2 3.1.2	The Consultant wishes to clarify that if the RFP is awarded to Consultant, then the TOR and the Consultancy and Service Agreement executed between the parties will be subject to the negotiation of the deviations proposed by the Consultant along with its proposal document. Further, subject to Authority or any 3rd party appointed by the Authority fulfilling its obligations under the definitive agreement, the Consultant shall provide the Deliverables specified therein in conformity with the time schedule mutually agreed between the Parties under the Definitive Agreement.	Please refer to RFP. No change is contemplated.
196	Schedule 2 3.1.3	Consultant requests to remove the SLAs. The parties will decide upon the SLA terms at the time of contracting if the RFP is awarded to Consultant. However, at a minimum, the SLA provision should address the following issues: Parties will also agree upon a baselining period during which no service levels will be applicable. Authority's rights to any penalties agreed to be paid or payable by Consultant for default of agreed service levels under relevant Statement of Work shall be counted towards overall liability limits of Consultant under this Agreement. Also such penalties, if any, agreed under an applicable Statement of Work for default of agreed service levels will be sole and exclusive liability of Authority. Parties will also agree on a mechanism for earn-back of the service level credits or penalties under each such applicable Statement of Work. Any change or new service level will be mutually agreed by the Parties, not more than once under an applicable Statement of Work, as part of change request. For any changed or new service level there will be a minimum of 3 months of baselining during which such changed or new service levels will not be applicable. Parties agree that there will be an overall cap on the service level credits or penalties [not to be greater than 5% of] the quarterly fees payable to Consultant. Service levels will be measured on quarterly basis. If a single incident results in the failure of Consultant to meet more than one service level, Authority shall select only one of such service level defaults for which Authority shall receive a service level credit, and the resulting multiple service level defaults shall only be considered as a single service level default for purposes of calculation of penalty.	Please refer to RFP. No change is contemplated.
197	Schedule 2 3.1.3	Consultant wishes to clarify that it will be liable to abide by only those laws which are applicable on it as a provider of services.	Please refer to RFP. No change is contemplated.
198	Schedule 2 3.1.4	company agrees to be compliant with all laws and compliance requirements which may be applicable to it and to the assignment. We request that the clause be accordingly modified to state that the bidder shall comply with all laws and compliance requirements which may be applicable to it and to this assignment only.	Please refer to RFP. No change is contemplated.

199	Schedule 2 3.2.2	This provision needs to be deleted. In any case this cannot extend to Affiliates.	Please refer to RFP. No change is contemplated.
200	Schedule 2 4.3	This provision be applied only if the engagement is on time and material basis and not otherwise.	Please refer to RFP. No change is contemplated.
201	Schedule 2 3.2.2	This provision needs to be deleted. In any case this cannot extend to Affiliates.	Please refer to RFP. No change is contemplated.
202	Schedule 2 3.2.2	We understand that the Consultant is disqualified from providing goods and services for any project which is undertaken pursuant to this RFP and <u>directly relates</u> to this Project only.	Please refer to RFP. No change is contemplated.
203	Schedule 2 3.2.2	Request to remove this clause as it will restrict Consultant's ability to continue with the business.	Please refer to RFP. No change is contemplated.
204	Schedule 2 3.2.3	Request to remove this clause in entirety.	Please refer to RFP. No change is contemplated.
205	Schedule 2 3.2.4	Consultant has alliance relationships with third party product and services vendors. As part of many such relationships, Consultant is able to resell certain products and services and/or may receive compensation from vendors in the form of fees or other benefits in connection with the marketing, technical and other assistance provided by Consultant.	Please refer to RFP. No change is contemplated.
206	Schedule 2 3.2.5	Consultant wishes to clarify that the termination of the Agreement for indulging in prohibited Practices, will not be subject to unilateral determination of Authority. Consultant will have the right to dispute such determination and until such dispute is resolved in accordance with the Disputes resolution mechanism provided under the definitive agreement, the Agreement will not be terminated. Request to remove the forfeiture of Performance security in the last sentence of the clause.	Please refer to RFP. No change is contemplated.
207	Schedule 2 3.3	This provision on confidential information needs to be mutual. Further, in addition to other exceptions it also needs to be include exception on independent development. Bidder suggests this provision be revised as under: The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral (to the extent such oral information is recorded in writing within 15 days of such disclosure), in electronic or magnetic	Please refer to RFP. No change is contemplated.

		format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.	
208	Schedule 2 3.3	We suggest that the confidentiality obligation should be made mutual.	Please refer to RFP. No change is contemplated.
209	Schedule 2 3.3	This provision on confidential information needs to be mutual. Further, in addition to other exceptions it also needs to be include exception on independent development.	Please refer to RFP. No change is contemplated.
210	Schedule 2 3.3	Request to make this clause mutual as Consultant will also be disclosing confidential information while providing the services.	Please refer to RFP. No change is contemplated.
211	Schedule 2 3.4	<p>We submit, bidder should not be held responsible for any breach committed to the value of contract each time. We request that the exposure of the bidder to the authority under this agreement shall not exceed a limit equal to agreement value. The way this clause is worded, it amounts to unlimited liability.</p> <p>Bidder suggest this provision be revised as under:</p> <p>3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. For the avoidance of doubt, the Parties agree that the liability of the Consultant to the Authority under this Agreement shall not exceed a limit equal to the Agreement Value.</p> <p>3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement.</p> <p>(C) The Consultant shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable or plant under the Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Authority or its employees or agents or third party service providers to perform any of its duties and obligations. In the event that the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority,</p>	Please refer to RFP. No change is contemplated.

		<p>then the Consultant shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority. Such failures or delays shall be brought to the notice of the Authority and subject to mutual agreement (including on commercials) with the Authority, the Consultant shall take such actions as may be necessary to correct or remedy the failures or delays.</p> <p>3.4.4 Notwithstanding any other provision: (A) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. (B) The total cumulative liability of either party arising from or relating to the Agreement shall not exceed the amount paid to the Consultant by the Authority under the Agreement. (C) The Consultant shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable or plant under the Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Authority or its employees or agents or third party service providers to perform any of its duties and obligations. In the event that the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority, then the Consultant shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority. Such failures or delays shall be brought to the notice of the Authority and subject to mutual agreement (including on commercials) with the Authority, the Consultant shall take such actions as may be necessary to correct or remedy the failures or delays.</p>	
212	<p>Schedule 2 3.4</p>	<p>This clause be entirely deleted and replaced with the Limitation of Liability provision as suggested in Additional Clauses below 1. Limitations of Liability (A) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. (B) The total cumulative liability of either party arising from or relating to the Agreement shall not exceed the amount paid to the Consultant by the Authority under the Agreement in the six (6) months period immediately preceding the date such liability arose. (C) The Consultant shall be excused and not be liable or responsible for any delay or failure to perform the</p>	<p>Please refer to RFP. No change is contemplated.</p>

		services or failure of the services or a deliverable or plant under the Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Authority or its employees or agents or third party service providers to perform any of its duties and obligations. In the event that the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority, then the Consultant shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority. Such failures or delays shall be brought to the notice of the Authority and subject to mutual agreement (including on commercials) with the Authority, the Consultant shall take such actions as may be necessary to correct or remedy the failures or delays.	
213	Schedule 2 3.4	Notwithstanding anything contained in this RFP, we propose that the aggregate liability of bidder/service provider, arising at any time under this contract shall not exceed the actual amount received by the Consultant from the Authority for the Services provided during the previous 12 months when the claim has arisen. <u>Underlined Portion:</u> We submit that the liability of the bidder shall be restricted to any direct loss or damage which accrues due to deficiency of services. We further submit that the bidder shall not be liable for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs. We submit that the Bidder will not be liable for any breach which is caused by or otherwise attributable to any act or omission on part of Authority or third parties authorized by Authority.	Please refer to RFP. No change is contemplated.
214	Schedule 2 3.4	Request to remove the liability clause proposed in the RFP in entirety. Consultant proposes the alternate liability arrangement for both the parties: Consultant's aggregate liability (whether in contract, tort (including, without limitation, negligence or breach of statutory duty), under an indemnity or otherwise howsoever arising to Authority concerning performance or non-performance by Consultant, or in any manner related to this Agreement, for any and all claims, shall be limited to an amount equal to 100% of the charges paid to Consultant under this Agreement during the two (2) month period immediately preceding the first event giving rise to the claim. In no event shall either party be liable (whether in contract, tort (including, without limitation, negligence or breach of statutory duty), under an indemnity or otherwise howsoever arising) for loss of revenues, loss of goodwill or reputation, loss of anticipated savings, loss of competitive advantage, or for any special, indirect, incidental, punitive or consequential loss, damage, cost or expense	Please refer to RFP. No change is contemplated.
215	Schedule 2 3.5	This provision should to be entirely deleted.	Please refer to RFP. No change is contemplated.

216	Schedule 2 3.5	Insurance provision be deleted from this section.	Please refer to RFP. No change is contemplated.
217	Schedule 2 3.5	This provision should to be entirely deleted.	Please refer to RFP. No change is contemplated.
218	Schedule 2 3.5	We need clarity on this clause? Insurance is required for what components? We request this clause be deleted	Please refer to RFP. No change is contemplated.
219	Schedule 2 3.5	This is not agreeable. We propose that given the scope of work in the RFP, there is no requirement for the Consultant to obtain any of the insurances set out in Clause 3.5.2.	Please refer to RFP. No change is contemplated.
220	Schedule 2 3.5	Request to remove the insurance clause proposed in the RFP in entirety. Each party will determine the types and amounts of insurance coverage it requires in connection with this Agreement. Neither party is required to obtain insurance for the benefit of the other party, nor each party shall pay all costs and receive all benefits under policies arranged by it. Each party waives rights of subrogation it may otherwise have regarding the other party's insurance policies, including but not limited to property insurance, business interruption insurance, and other first-party insurance	Please refer to RFP. No change is contemplated.
221	Schedule 2 3.5.2	The employer liability is generally applicable to hardhat and manufacturing industries. Since such policy coverage will not be applicable to the nature of services envisaged under the RFP, the same may not be considered. Bidder suggests this provision be entirely deleted.	Please refer to RFP. No change is contemplated.
222	Schedule 2 3.6	We understand that such audits shall not cover the Supplier's internal information including cost computation, direct costs, any cost model, calculation of service charges profitability or relating to other services/transaction. Please clarify.	Please refer to RFP. No change is contemplated.
223	Schedule 2 3.6	Consultant wishes to clarify that any audit and inspection will be subject to the guidelines proposed below against Clause 3.11 of Page 82 of RFP.	Please refer to RFP. No change is contemplated.
224	Schedule 2 3.6	Requesting that the auditors will not be competitors of the bidder, as the accounts will contain pricing information which we would not want to fall into the hands of our competitors.	Please refer to RFP. No change is contemplated.
225	Schedule 2 3.6	This provision needs to include the following: Inspection/ audit, if any, needs to be conducted during normal working hours and upon reasonable advance written notice to the selected bidder. The Authority and its representatives will: (i) comply with Consultant's reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or	Please refer to RFP. No change is contemplated.

		<p>controlled by selected bidder; and (ii) cooperate with selected bidder to minimize any disruption to Consultant's business activities.</p> <p>In no case shall selected Consultant be required to disclose any internal commercial information or data of Consultant including profit margins, mark ups etc.</p> <p>Note: Reference to basis of Consultant's charges and costs needs to be removed.</p>	
226	Schedule 2 3.6	<p>Bidder suggests this provision be revised as under: The Consultant shall:</p> <p>(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost; and</p> <p>(b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.</p> <p>(c) Inspection, if any, needs to be conducted during normal working hours and upon reasonable advance written notice to the selected bidder. The Authority and its representatives will: (i) comply with Consultant's reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by selected bidder; and (ii) cooperate with selected bidder to minimize any disruption to Consultant's business activities. In no case shall selected Consultant be required to disclose any internal commercial information or data of Consultant including profit margins, mark ups etc.</p>	Please refer to RFP. No change is contemplated.
227	Schedule 2 3.7	<p>Subcontracting will be with prior approval, which approval shall not be unreasonably delayed or withheld. All other provisions should be deleted from this section.</p>	Please refer to RFP. No change is contemplated.
228	Schedule 2 3.7	<p>Bidder suggests this provision be revised as under: The Consultant shall obtain the Authority's prior approval (not to be unreasonably delayed or withheld) in writing before taking any of the following actions: entering into a subcontract for the performance of any part of the Services, it being understood that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement.</p>	Please refer to RFP. No change is contemplated.
229	Schedule 2 3.7	<p>Subcontracting will be with prior approval, which approval shall not be unreasonably delayed or withheld. Bidder suggests this provision be revised as under: The Consultant shall obtain the Authority's prior approval (not to be unreasonably delayed or withheld) in writing before taking any of the following actions: (a) appointing such members of the Professional Personnel as are not listed in Annex-2. (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the</p>	Please refer to RFP. No change is contemplated.

		selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or (c) any other action that is specified in this Agreement.	
230	Schedule 2 3.7	We submit that company is a multinational company with global sub-contractors. The arrangements with subcontractors are private and subject to non-disclosure obligations. Accordingly, we propose that entering into subcontract by company should not be subject to prior written approval of the Authority. We propose that this clause should be deleted.	Please refer to RFP. No change is contemplated.
231	Schedule 2 3.7	Request to remove the prior approval obligation as proposed under this clause. Consultant is willing to share the identity of personnel and Sub-Consultants with the Authority.	Please refer to RFP. No change is contemplated.
232	Schedule 2 3.9	<p>This clause be entirely deleted and replaced with the Intellectual Property Rights provision as suggested in Additional Clauses below.</p> <p>2. Intellectual Property Rights</p> <p>Subject to the other provisions contained in this Clause, the Consultant agrees that all deliverables created or developed by the Consultant specifically for the Authority, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of the Authority provided all the payments due to the Consultant for the deliverables rendered under this Agreement have already been paid by the Authority to the Consultant.</p> <p>The Authority acknowledges that in performing services under this Agreement, the Consultant may use Consultant's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Consultant prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the Consultant Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, the Consultant shall continue to retain all the ownership, the rights title and interests to all the Consultant Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Consultant from using the Consultant Pre-Existing IP in any manner. To the extent that any the Consultant Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, the Consultant hereby grants to the Authority a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Consultant Pre-Existing IP in connection with the deliverables and only as part of the deliverables in which they are incorporated or embedded. The foregoing license does not authorizes the Authority to (a) separate Consultant Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for</p>	Please refer to RFP. No change is contemplated.

		<p>marketing to others; (b) independently sell, lease, exchange, license, sub license, assign or in any other way convey, transfer or alienate the Consultant Pre-Existing IP in favour of any person, and/or (c) reverse compile or in any other way arrive at or attempt to arrive at the source code of the Supplier Pre-Existing IP.</p> <p>All the intellectual property rights in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party the Authority's/ the Consultant's licensor and to the extent required for the purposes specified in the Agreement the Authority shall have user rights in accordance with license agreement (EULA) as applicable for use of such software.</p> <p>Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of the Agreement. For the purposes of clarity the Consultant's shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables provided under the Agreement for the Authority, for any other client of the Consultant. Nothing contained herein shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.</p> <p>The Authority warrants that the materials provided by the Authority to Consultant are duly owned or licensed by the Authority.</p>	
233	Schedule 2 3.9	Bidder suggests this provision be entirely deleted.	Please refer to RFP. No change is contemplated.
234	Schedule 2 3.9.1	Bidder suggests this provision be revised as under: Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority.	Please refer to RFP. No change is contemplated.
235	Schedule 2 3.9.1	Bidder suggests this provision be revised as under: All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants) specifically for the Authority in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority provided all the payments due to the Consultant for the Consultancy Documents rendered under this Agreement have already been paid by the Authority to the Consultant. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform at the Authority's cost such other reasonable acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant	Please refer to RFP. No change is contemplated.

		provided all the payments due to the Consultant for the Consultancy Documents rendered under this Agreement have already been paid by the Authority to the Consultant.	
236	Schedule 2 3.9.3	<p>We submit that the indemnity obligation of the Consultant shall be restricted to third party claims of infringement of IPR.</p> <p>We propose that the clause should be modified as hereunder: 'The Consultant shall hold the Authority harmless and indemnified for any third party claims of infringement of intellectual property rights in Consultancy Documents which are directly attributable to the Consultant.'</p> <p>2. The Authority would promptly notify company when it is informed of any claims against it. company will be entitled to sole right of defense and for settling such claims.</p> <p>3. Indemnity from the Authority for all direct losses and claims that arise due to third party IPR breach due to company's use, access or modification of intellectual property, tools or licenses provided by the Authority to company in order to perform the services.</p> <p>4. company shall not be liable for any breach, loss or infringement which is not caused by its acts or is otherwise attributable to any act or omission on part of the Authority or third parties authorized by the Authority.</p> <p>5. We also propose that the indemnity for death, personal injury and damage to tangible property should be mutual.</p> <p>6. We would like to clarify that breach of terms of the contract, negligence or gross misconduct, loss of data and breach of confidentiality obligations should be covered under contractual remedies.</p> <p>7. Indemnification under this section is the sole and exclusive right and remedy of the Authority.</p>	Please refer to RFP. No change is contemplated.
237	Schedule 2 3.9.4	This is not agreeable. We recommend that this clause should be deleted.	Please refer to RFP. No change is contemplated.
238	Schedule 2 3.9	<p>Request to remove the Clause 3.9 in entirety</p> <p>Consultant proposes the following alternate arrangement for the ownership and license of IP: As between the parties, Authority will own the Intellectual Property owned by Authority or its Affiliates before the Effective Date or acquired by the Authority or its Affiliates after the Effective Date ("Authority-Owned Intellectual Property"). Any derivatives, modifications, enhancements or improvements to the Authority-Owned Intellectual Property developed by Consultant in connection with this Agreement ("Consultant Enhancements") will be owned by Authority.</p> <p>As between the parties, Consultant will own the Intellectual Property (i) owned by Consultant or its Affiliates before the Effective Date or (ii) developed by Consultant or its Affiliates other than pursuant to this Agreement or any other agreement with Authority (collectively the "Consultant-Owned Intellectual Property"). Any derivatives, modifications, enhancements or improvements to the Consultant-Owned Intellectual Property developed by</p>	Please refer to RFP. No change is contemplated.

	<p>Consultant will be owned by Consultant.</p> <p>To the extent Consultant incorporates or embeds Consultant-Owned Intellectual Property into any Work Product, then the following provisions will apply:</p> <p>Consultant will grant to Authority a non-exclusive, non-transferable, worldwide, royalty-free, perpetual license to use, maintain, modify, enhance and create derivative works of such embedded Consultant-Owned Intellectual Property to the extent necessary to use or maintain such Work Product for Authority’s internal business purposes and solely as used in such Work Product and not as a “stand-alone” product or separately from such Work Product in which it is embedded. Consultant will not be deemed to have transferred or assigned any other rights to Authority with respect to any such embedded Consultant-Owned Intellectual Property</p> <p>Notwithstanding such license, Consultant will be the sole and exclusive owner of any modifications, enhancements and improvements to, or derivatives of, any such embedded Consultant-Owned Intellectual Property made by Authority or its contractors pursuant to the above license. Authority hereby assigns to Consultant without further consideration Authority’s rights in and to any such modifications, enhancements and improvements and the same will be deemed part of the license granted to Authority pursuant above.</p> <p>The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to achieve the objectives of this Clause</p> <p>In the course of performance hereunder, Consultant may use or develop products, materials, tools, formats, templates and methodologies that are proprietary to Consultant or to third parties (“Proprietary Items”). As between Authority and Consultant, Proprietary Items will be deemed Confidential Information of Consultant. Proprietary items, if any, shall be designated as such by mutual agreement between the parties before their use. Authority shall have or obtain no rights in any Proprietary Items (or in any modifications or enhancements to them) other than (i) to use them as authorised by Consultant in writing from time to time solely for purposes of performing Authority Responsibilities, (ii) to the extent the Proprietary Items are incorporated into a Deliverable, to use them as part of the Deliverable for purposes of Authority’s internal business only, or (iii) pursuant to Consultant's standard license for such Proprietary Items or, in the case of Proprietary Items owned by third parties, pursuant to terms acceptable to the applicable third party</p> <p>If Proprietary Items are made available to Authority as above, they will be made available on the basis of “sold as seen” and all express or implied warranties of any kind in relation to those Proprietary Items are hereby excluded to the fullest extent permitted by law</p> <p>If Proprietary Items are made available as per above, those Proprietary Items shall be subject only to applicable terms of the applicable licence and all other warranties whether express or implied are hereby excluded to the fullest extent permitted by law.</p> <p>Consultant proposes the following Indemnity for IP infringement</p>	
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239	Schedule 2 3.1	Request to remove the insurance requirement in the last sentence. As the equipment is owned by the Authority, Authority shall take appropriate insurance against any damage to the equipment.	Please refer to RFP. No change is contemplated.

240	Schedule 2 3.11	Any inspection and verification under this provisions needs to be subject to provisions in 3.6 above.	Please refer to RFP. No change is contemplated.
241	Schedule 2 3.11	Request to remove the insurance requirement in the last sentence. As the equipment is owned by the Authority, Authority shall take appropriate insurance against any damage to the equipment.	Please refer to RFP. No change is contemplated.
242	Schedule 2 3.11	Consultant wishes to clarify that audit and inspection will be subject to the following guidelines: The physical copy of records pertaining and maintained by the Consultant relating to this Contract only shall be available to the Authority for conducting audit during validity of this Contract. Authority will provide fourteen (14) days' prior written notice of its intention to conduct such an audit. Authority will conduct such audits in a manner that will result in minimal disruption to Consultant's business operations and subject to confidential obligations agreed at that stage. Audits shall be conducted only during normal business hours and working days of Consultant and that too once annually. Audit shall be conducted by Authority employees only and such third parties, which are mutually agreed (except for Consultant's competitors), subject to agreeing confidentiality provisions with us and will not involve intrusive testing of Consultant systems or IT environment. Authority will not be entitled to audit (i) data or information of other customers of Consultant; (ii) any cost information unless such is the basis of a reimbursable expense; (iii) Consultant quality assurance reviews and contract management reports; or (iv) any other Confidential Information of Consultant that is not directly relevant for the authorized purposes of the	Please refer to RFP. No change is contemplated.
243	Schedule 2 3.11	Bidder suggests this provision be revised as under: The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services. Inspection, if any, needs to be conducted during normal working hours and upon reasonable advance written notice to the selected bidder. The Authority and its representatives will: (i) comply with Consultant's reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by selected bidder; and (ii) cooperate with selected bidder to minimize any disruption to Consultant's business activities. In no case shall selected Consultant be required to disclose any internal commercial information or data of Consultant including profit margins, mark ups etc.	Please refer to RFP. No change is contemplated.
244	Schedule 2 3.12	Words like inaccuracy are vague and needs to be avoided. This provision be entirely deleted.	Please refer to RFP. No change is contemplated.

245	Schedule 2 3.12	<u>Underlined Portion:</u> This is not agreeable. Indemnities to be provided by the Bidder are restricted to third party claims for infringement of IPR. It cannot be extended to any inaccuracy in the work of the Consultant.	Please refer to RFP. No change is contemplated.
246	Schedule 2 3.13	<p>Bidder suggests this provision be revised as under:</p> <p>3.13 Intellectual property (b) To the extent any technology, hardware and software is provided by the Consultant, the Consultant shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances with respect to such technology, hardware and software to enable it to perform the Consultancy and all its obligations under this Agreement. If license Schedule - 2 : Agreement are necessary or appropriate between the Consultant and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Consultant shall be under an obligation to enter into such Schedule - 2 : Agreement at its own sole cost, expense and risk.</p> <p>The following additional clause on IPR be added:</p> <p>1. Intellectual Property Rights Subject to the other provisions contained in this Clause, the Consultant agrees that all deliverables created or developed by the Consultant specifically for the Authority, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of the Authority provided all the payments due to the Consultant for the deliverables rendered under this Agreement have already been paid by the Authority to the Consultant.</p> <p>The Authority acknowledges that in performing services under this Agreement, the Consultant may use Consultant’s proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Consultant prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, (“the Consultant Pre-Existing IP”). Notwithstanding anything to the contrary contained in this Agreement, the Consultant shall continue to retain all the ownership, the rights title and interests to all the Consultant Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Consultant from using the Consultant</p> <p>Bidder suggests this provision be revised as under:</p> <p>3.13 Intellectual property (a) (b) To the extent any technology, hardware and software is provided by the Consultant, the Consultant shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances with respect to such technology, hardware and software to enable it to perform the</p>	Please refer to RFP. No change is contemplated.

Consultancy and all its obligations under this Agreement. If license Schedule - 2 : Agreement are necessary or appropriate between the Consultant and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Consultant shall be under an obligation to enter into such Schedule - 2 : Agreement at its own sole cost, expense and risk.

The following additional clause on IPR be added:

1. Intellectual Property Rights

Subject to the other provisions contained in this Clause, the Consultant agrees that all deliverables created or developed by the Consultant specifically for the Authority, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of the Authority provided all the payments due to the Consultant for the deliverables rendered under this Agreement have already been paid by the Authority to the Consultant. The Authority acknowledges that in performing services under this Agreement, the Consultant may use Consultant's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Consultant prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the Consultant Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, the Consultant shall continue to retain all the ownership, the rights title and interests to all the Consultant Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Consultant from using the Consultant Pre-Existing IP in any manner. To the extent that any the Consultant Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, the Consultant hereby grants to the Authority a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Consultant Pre-Existing IP in connection with the deliverables and only as part of the deliverables in which they are incorporated or embedded. The foregoing license does not authorize the Authority to (a) separate Consultant Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell, lease, exchange, license, sub license, assign or in any other way convey, transfer or alienate the Consultant Pre-Existing IP in favour of any person, and/or (c) reverse compile or in any other way arrive at or attempt to arrive at the source code of the Supplier Pre-Existing IP. All the intellectual property rights in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party the Authority's/ the Consultant's licensor and to the extent required for the purposes specified in the Agreement the Authority shall have user rights in accordance with license agreement (EULA) as applicable for use of such software.

Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained

		<p>in the unaided human memory of its personnel in the performance of the Agreement. For the purposes of clarity the Consultant's shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables provided under the Agreement for the Authority, for any other client of the Consultant. Nothing contained herein shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.</p> <p>The Authority warrants that the materials provided by the Authority to Consultant are duly owned or licensed by the Authority.</p>	
247	Schedule 2 3.13	<p>Bidder suggests this provision be revised as under: 3.14 Indemnity (a) The Consultant shall indemnify, save, hold harmless and defend the Authority and its officers, servants, employees and agents promptly upon demand and at its expense, any time and from time to time, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Authority may become subject, insofar as such Losses arise out of, in any way relate to, arise or result from (i) claims by third Parties that the Consultancy or any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) used, created etc. by the Consultant pursuant to this Agreement or incorporated in or related to the Consultancy infringes any intellectual property right of any third party. In addition to the foregoing indemnity obligations, if any of the Deliverables is or likely to be held to be infringing, the Consultant shall at its expense and option either (i) procure the right for the Authority to continue using it, (ii) replace it with a noninfringing equivalent, or (iii) modify it to make it non-infringing, and the Consultant agrees and confirms that any such action shall not constitute a change of scope under this Agreement, or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Consultant shall refund the Authority the fees effectively paid for that Deliverable by the Authority subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The Consultant shall have no obligations with respect to any such claims to the extent that such claims arise or result from: (i) the Consultant's compliance with the Authority's specific technical designs or instructions; (ii) inclusion in a Deliverable of any content or other materials provided by the Authority and the infringement relates to or arises from such Authority materials or provided material; (iii) modification of a Deliverable after delivery by Consultant to the Authority if such modification was not made by or on behalf of the Consultant; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by the Consultant; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the Consultant; or (v) use of a superseded release</p>	Please refer to RFP. No change is contemplated.

		<p>of some or all of the Deliverables or the Authority’s failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Consultant.</p> <p>(iii) claim filed by a workman or employee engaged by the Consultant for carrying out work related to this Agreement;</p> <p>(v) failure of the Consultant to comply with Applicable Laws and applicable permits;</p> <p>(vi) payment of taxes required to be made by the Consultant in respect of the income or other taxes of its employees and representatives; or</p> <p>(vii) non-payment of amounts due as a result of goods, materials or Consultancy furnished to the Consultant which are payable by the Consultant.</p> <p>(b) Each party (as “indemnifying party”) shall keep the Authority and its officers, servants and agents (as “indemnified party”) indemnified from and against all suits, proceedings, actions, demands, losses, claims, damages, compensation, litigation etc. including attorney’s fees and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity (including the indemnifying party) attributable to the indemnifying party’s negligence, wilful default, lack of due care or breach of terms of this Agreement or failure to comply with Applicable Laws; unless such bodily injury, death or damage is caused by negligence or willful misconduct of indemnified party.</p> <p>(c) The Consultant’s obligation to indemnify under this Clause 3.14 shall be limited to an amount not exceeding the Agreement Value.</p> <p>(d) The Authority shall indemnify, save, hold harmless and defend the Consultant and its officers, servants, employees and agents promptly upon demand and at its expense, any time and from time to time, from and against any and all Losses to which the Consultant may become subject, insofar as such Losses arise out of, in any way relate to, arise or result from</p> <p>i. claims by third Parties that the material and/or other assistance provided by the Authority to the Consultant infringes any intellectual property right of any third party.</p> <p>ii. failure of the Authority Consultant to comply with Applicable Laws and applicable permits</p> <p>iii. non-payment of amounts due as a result of goods, materials and other assistance furnished to the Consultant which are payable by the Authority.</p>	
248	<p>Schedule 2</p> <p>3.13</p>	<p>We suggest inclusion of IPR clause with following points. Note that verbiage would be drafted during contract negotiation.</p> <ol style="list-style-type: none"> 1. Any existing IP and its modifications will remain with the party that it belongs to. 2. Any deliverables and intellectual property developed or created by company during the performance of the contract will vest in company except created exclusively for Authority and agreed between the parties. 	<p>Please refer to RFP. No change is contemplated.</p>

		<p>3. Ownership and IPR in any processes, methodologies or techniques, improvements developed by company before or during the provision of the services will remain with company.</p> <p>4. Authority shall use the products in accordance with the license terms and restrictions specified by the OEM to be applicable for the use of such products.</p> <p>5. Hardware warranty if any will be passed on as provided by the OEM and software license will be subject to licensing terms issued by the licensor.</p>	
249	Schedule 2 3.12	Words like inaccuracy are vague and should be avoided. This provision be entirely deleted.	Please refer to RFP. No change is contemplated.
250	Schedule 2 3.12	Request to remove the indemnity included in this clause. Consultant wishes to clarify that it will not be responsible for any error caused due to Consultant or Consultant appointed vendors/agencies, hardware and software OEMS.	Please refer to RFP. No change is contemplated.
251	Schedule 2 3.14	This is not agreeable. Indemnities to be provided by the Bidder are restricted to third party claims for infringement of IPR which is directly attributable to the bidder. It cannot be extended to sub clause (i) to (vii) as outlined in Clause 3.14 (a) forming part of Addendum to the RFP. Further, we suggest that NDAP should also indemnify the Bidder for any third party claims arising out of infringement of IPR, death, personal injury and damage to tangible property. NDAP should also indemnify the Bidder for any third party claims arising due to violation of applicable law by NDAP, its employees and any unaffiliated third party claim concerning alleged infringement or misappropriation of any third-party rights by content that NDAP runs on the Services or causes to interface with the Services.	Please refer to RFP. No change is contemplated.
252	Schedule 2 4.2	Request to remove this clause in entirety. This is an output based service and not a service of personal capacity. Consultant will be responsible to adhere to the specifications and SLAs agreed between the parties. Consultant should have the flexibility to employ personnel of its choice.	Please refer to RFP. No change is contemplated.
253	Schedule 2 4.3	This provision be applied only if the engagement is on time and material basis and not otherwise. Bidder suggests this provision be revised as under: Approval of Personnel [Applicable only if the engagement is on T&M basis.] 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority which approval shall not be unreasonably delayed or withheld. Clause 4.3.2 be entirely deleted.	Please refer to RFP. No change is contemplated.
254	Schedule 2 4.4	Substitution of key personnel be allowed to cater to situations such as illness, disability, death, resignation, termination etc. Further, provision on reduction needs to be deleted.	Please refer to RFP. No change is contemplated.

255	Schedule 2 4.4	We request that the values requested here be reduced to 5% and 10% respectively. The currently proposed reduction in remuneration is quite high.	Please refer to RFP. No change is contemplated.
256	Schedule 2 4.4	We submit that we be permitted to remove, replace or reassign key personnel without NDAP's consent, for reason of disability, failure to perform, promotion, family consideration or resignation or termination from employment by the Bidder. Further, we propose that there should be no deduction of payments due to the bidder, in event of substitution of key personnel.	Please refer to RFP. No change is contemplated.
257	Schedule 2 4.4	Request to remove the clause in its entirety. These are output based services and not capacity based services. The Consultant remains responsible for performance of Services under the contract and adheres to the specifications and SLAs agreed between the parties. The right to appoint, retain or replace shall at all times remain with the Consultant.	Please refer to RFP. No change is contemplated.
258	Schedule 2 4.4	The bidder be permitted to replace the resources at least once a year with 0 penalty, and the penalty be reduced for the replacement subsequently.	Please refer to RFP. No change is contemplated.
259	Schedule 2 4.5	We suggest that for mandatory project resources, Bidder be given the flexibility to plan Man Days/month to be provisioned, with the ultimate goal that project has to be delivered in 1 year time frame. Bidder should be permitted to decide the number of man-days / resource, and also plan their augmentation of same as delivery is their responsibility in both Development & O&M phase.	Please refer to RFP. No change is contemplated.
260	Schedule 2 4.7	Approval referred shall not be unreasonably delayed or withheld.	Please refer to RFP. No change is contemplated.
261	Schedule 2 4.7	Approval referred shall not be unreasonably delayed or withheld. Bidder suggests this provision be revised as under: Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant, such approval shall not be unreasonably delayed or withheld. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause	Please refer to RFP. No change is contemplated.
262	Schedule 2 4.7	Pls confirm if bidders need to submit the list of sub contractors during bid submission .	Please refer to RFP. No change is contemplated.
263	Schedule 2 4.7	The Consultant wishes to clarify that as it will be liable for the acts of its subcontractors, therefore, the appointment of Sub-Consultants should not be dependent on the consent of Authority. However, Consultant is willing to inform the Authority of the identity of the subcontractor before they are engaged in the project.	Please refer to RFP. No change is contemplated.

264	Schedule 2 5.3	2% reference be deleted. Any increase or decrease in taxes shall be the Authority's responsibility.	Please refer to RFP. No change is contemplated.
265	Schedule 2 5.3	2% reference be deleted. Any increase or decrease in taxes shall be the Authority's responsibility.. These are the actual expenses and indirect taxes as applicable under the law shall be payable. Bidder suggests this provision be entirely deleted.	Please refer to RFP. No change is contemplated.
266	Schedule 2 5.3	If, after the date of this Agreement submission of Financial Bid, there is any change of rate of levy under the existing applicable Laws of India with respect to taxes and duties, which are directly payable by the SI for providing the services which increase or decreases the cost incurred by the SI in performing the Services, then the amount otherwise payable to the SI under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto. In case of any new or fresh tax or levy imposed after submission of the Proposal the SI shall be entitled to reimbursement on submission of proof of payment of such Tax or Levy.	Please refer to RFP. No change is contemplated.
267	Schedule 2 5.3	If, after the date of this Agreement submission of Financial Bid, there is any change of rate of levy under the existing applicable Laws of India with respect to taxes and duties, which are directly payable by the SI for providing the services which increase or decreases the cost incurred by the SI in performing the Services, then the amount otherwise payable to the SI under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto. In case of any new or fresh tax or levy imposed after submission of the Proposal the SI shall be entitled to reimbursement on submission of proof of payment of such Tax or Levy.	Please refer to RFP. No change is contemplated.
268	Schedule 2 5.3	Any change in statutory levies /taxed rate will be borne by NITI Ayog	Please refer to RFP. No change is contemplated.
269	Schedule 2 6.3(a)	Please modify the clause as: (a) A Mobilization fees (non-refundable and non-interest bearing) and not advance for an amount upto 10% of TCV shall be paid against Bank Guarantee. The mobilization fees shall be adjusted against in the following manner: i) KD 11 (Completion of Services during the first two years): 4% ii) KD12 (Completion of all Services): 6%	Please refer to RFP. No change is contemplated.
270	Schedule 2 6.3(b)	Customer shall pay for the milestone / stage for which the work has been completed and accepted by the Authority.	Please refer to RFP. No change is contemplated.
271	Schedule 2 6.3(a)	Payment shall be made within 30 (thirty) days from the date of invoice.	Please refer to RFP. No change is contemplated.

272	Schedule 2 6.3	As part of this Final Billing Milestone, what all Services are in scope ?	Please refer to RFP. No change is contemplated.
273	Schedule 2 7	We request that LD/Performance security be limited 5% of contract value under any provision of the contract. Consultant must be given cure period of 2 weeks to rectify the error/variation/delay	Please refer to RFP. No change is contemplated.
274	Schedule 2 7	We request that LD/Performance security be limited 5% of contract value under any provision of the contract	Please refer to RFP. No change is contemplated.
275	Schedule 2 7	We request that LD/Performance security be limited 5% of contract value under any provision of the contract	Please refer to RFP. No change is contemplated.
276	Schedule 2 7	Bidder suggests that the following clause be deleted as we do not have clarity related to policy on debarment. We would need to understand authority's policy as provided for in this clause. "other penal action including debarring for a specified period may also be initiated as per policy of the Authority."	Please refer to RFP. No change is contemplated.
277	Schedule 2 7	We request that LD/Performance security be limited 5% of contract value under any provision of the contract	Please refer to RFP. No change is contemplated.
278	Schedule 2 7.1	We request that the amount of performance security payable shall be restricted to 5% of the annual contract value. Please confirm when the withheld amount of 5% of performance security will be returned to the Bidder.	Please refer to RFP. No change is contemplated.
279	Schedule 2 7.1	Please modify the clause as: 1. Performance guarantee (PBG) to be provided at 5% of annual contract value and shall be renewed yearly at 5% of relevant subsequent year's contract value. 2. Customer shall invoke the PBG only on occurrence of material breach and after providing 30 days cure period to the bidder to rectify the material breach for which the PBG is sought to be invoked.	Please refer to RFP. No change is contemplated.
280	Schedule 2 7.2	Liquidated damages: should be applicable only in the event of delay in delivery solely attributable to the Bidder and should be computed at the rate of 0.5% of the value of the delayed deliverables per each week of delay, subject to the maximum of 5% of the relevant deliverable values.	Please refer to RFP. No change is contemplated.
281	Schedule 2 7.2	Liquidated damages: should be applicable only in the event of delay in delivery solely attributable to the Bidder and should be computed at the rate of 0.5% of the value of the delayed deliverables per each week of delay, subject to the maximum of 5% of the relevant deliverable values. We request that the performance security shall be invoked for material breach of the agreement only.	Please refer to RFP. No change is contemplated.

282	Schedule 2 7.2	<p>Request to remove the clause in entirety. LDs, are to be finalized be agreed upon at the time of contracting. The LD provision should cover the following at a minimum:</p> <ul style="list-style-type: none"> (i) Liquidated damages to be the sole and exclusive remedy of Authority against all delays; (ii) Such liquidated damages shall only be imposed if the delays can be solely attributable to the acts of the Consultant; (iii) the maximum liability of Consultant with respect to all LD or Penalty mentioned under this Agreement in aggregate to be [not greater than 5%] of the cost of activity delayed; (iv) Liquidated damages shall be counted towards the overall liability of Consultant while computing the overall liability of Consultant during each phase; (v) we should have an earn back provision in case we are able to meet the overall timelines, in which event we shall be paid back the Liquidated Damages which has been levied on us till that time; (vi) we also like to have a provision for incentives where we are paid incentive payments in case we are able to complete the work ahead of the timelines scheduled. (vii) Consultant shall not be responsible for any delays or non-performance of OEM's, other parties or Consultant. 	Please refer to RFP. No change is contemplated.
283	Schedule 2 7.2.1	Bidder suggests this provision be entirely deleted or be restricted to under any provision of the contract to a maximum of 5% (five per cent) of the value of agreement	Please refer to RFP. No change is contemplated.
284	Schedule 2 7.2.1	7.2.1 needs to be entirely deleted.	Please refer to RFP. No change is contemplated.
285	Schedule 2 7.2.2	Liquidated damages shall apply only if the delay is for reasons solely attributable to the Consultant. Percentage and cap of LD needs to be linked to Agreement value of the delayed Services.	Please refer to RFP. No change is contemplated.
286	Schedule 2 7.2.2	<p>Liquidated damages shall apply only if the delay is for reasons solely attributable to the Consultant. Percentage and cap of LD needs to be linked to Agreement value of the delayed Services.</p> <p>Bidder suggests this provision be revised as under: In case of delay for reasons solely attributable to the Consultant in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one percent) of the value of the delayed Services per week, subject to a maximum of 5% (five per cent) of the value of the delayed Services will be imposed and shall be recovered. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.</p>	Please refer to RFP. No change is contemplated.

287	Schedule 2 7.2.3	Bidder suggests this provision be revised as under: 7.2.3 Encashment and appropriation of Performance Security The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, with prior written notice to the Consultant in the event of breach of this Agreement or for recovery of undisputed liquidated damages specified in this Clause 7.2. (Invocation needs to be with prior written notice. Further, adjustment needs to be towards undisputed liquidated damages).	Please refer to RFP. No change is contemplated.
288	Schedule 2 7.3	This provision be entirely deleted.	Please refer to RFP. No change is contemplated.
289	Schedule 2 7.3	This provision be entirely deleted. Bidder suggests that the following clause be deleted as we do not have clarity related to policy on debarment. We would need to understand authority's policy as provided for in this clause.	Please refer to RFP. No change is contemplated.
290	Schedule 2 7.4	Please clarify what is meant by 'other penal actions including debarment for a specified period'.	Please refer to RFP. No change is contemplated.
291	Schedule 2 9.4.1	The clause to include the latest Arbitration Act - 2015 and revise it accordingly	Please refer to RFP. No change is contemplated.
292	Schedule 2 9.4.5	Rights and obligations which are not subject matter of dispute shall remain in force and effect. Bidder suggests this provision be revised as under: 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder except for rights and obligations which are subject matter of dispute. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.	Please refer to RFP. No change is contemplated.
293	Schedule 2 Annex 3	The Consultant shall not be responsible for a failure to meet any Service Level in accordance with the Contract if such failure is caused due to reasons attributable to or failure of the Authority or its other service providers to perform its or their obligations. Time lost due to any of the following reasons shall be considered within uptime: (1) the scheduled outages planned in advance for the Authority and the link failures within SLA limits agreed with network service providers, (2) time lost due to power or environment failures, (3) time taken to recover the system because of power or environment failures, (4) time lost due to damage or malfunction of the equipment or any of the units thereof due to causes attributable to the Authority, such as attachment of additional devices, making alteration to the system, participate in maintenance of the system, etc., without selected bidder's consent, (5) time taken for booting the systems, (6) time taken for the Authority to approve the work around or fix, or (7) time taken by the third party	Please refer to RFP. No change is contemplated.

		vendors and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarifications.	
294	Schedule 2 Annex 6	Please modify the payment schedule as follows: - KD0 (Project Kick-Off): 10% - KD1 (Project Design Phase): 5% - KD2 (Data Visualization): 10% - KD3 (Data Features): 10% - KD4 (Search Functionality - Basic): 10% - KD5 (Search Functionality - Complete): 10% - KD6 (Additional Features): 10% - KD7 (User Acceptance Test - UAT): 10% - KD8 (Further Data Integration): 10% - KD9 (Acceptance Testing and Go-Live): 10% - KD10 (Training and Documentation): 5%	Please refer to RFP. No change is contemplated.
295	Schedule 2 Annex 6	We request that the 10% advance given, should be interest free and the advance should be adjusted in the first three instalments.	Please refer to RFP. No change is contemplated.
296	Schedule 2 Annex 6	Please modify the payment in respect of the Development Phase to 70% (seventy percent) of Agreement value.	Please refer to RFP. No change is contemplated.
297	Schedule 2 Annex 6	The payment in respect of Operations Phase shall be equal to 30% (thirty percent) of Agreement value. Payment for Operations phase shall be made equally on monthly basis and shall be equal to 0.625% of the agreement value per month.	Please refer to RFP. No change is contemplated.
298	Schedule 2 Annex 6	Price of Development phase & Operation should be 100% of activities undertaken during respective phases and payment terms should be separate for each phase.	Please refer to RFP. No change is contemplated.
299	Schedule 2 Annex 6	Bidder requests that Liquidated damages to be reduced to a maximum of 10% of the TCV, applicable only to the cost of affected part and not the whole TCV.	Please refer to RFP. No change is contemplated.
300	Schedule 2 Annex 7	Following provision be included: “Notwithstanding anything contained hereinabove: 1. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____); 2. This bank guarantee shall be valid until _____; and 3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you	Please refer to RFP. No change is contemplated.

		serve upon us a written claim of demand on or before 2PM on _____, where after all the rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities there under whether or not the original guarantee is returned.”	
301	Schedule 2 Annex 7	Request NITI Aayog to accept the following two clauses in the performance Security format available in the RFP. NOTwithstanding Clause NOTWITHSTANDING ANYTHING CONTAINED HEREIN: I. OUR LIABILITY UNDER THIS BANK GUARANTEE SHALL NOT EXCEED Rs XXXXXXXX (Rupees XXXXXXXXXXXXXXXX only). II. THIS BANK GUARANTEE SHALL BE VALID UPTO XXXXXXXXXXXX (EXPIRY DATE) III. IT IS CONDITION OF OUR LIABILITY FOR PAYMENT OF THE GUARANTEED AMOUNT OR ANY PART THEREOF ARISING UNDER THIS BANK GUARANTEE THAT WE RECEIVE A VALID WRITTEN CLAIM OR DEMAND FOR PAYMENT UNDER THIS BANK GUARANTEE ON OR BEFORE XXXXXXXXXXXX (EXPIRY DATE) FAILING WHICH OUR LIABILITY UNDER THE GUARANTEE WILL AUTOMATICALLY CEASE. Sanction clause Presentation of Documents that are not in compliance with the applicable antiboycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders is not acceptable.Applicable laws vary depending on the transaction and may include United Nations, United States and/ or Local Laws.	Please refer to RFP. No change is contemplated.
302	Schedule 2 Annex 7	We request to provide a cure period, and suggest to include the language so that the cure period is also accounted for "any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement and has not been rectified as per the terms of the Agreement or as mutually agreed between	Please refer to RFP. No change is contemplated.
303	Schedule 2 Annex 8	Request to remove the Annexure. The parties will finalize the SLA at the time of contracting,	Please refer to RFP. No change is contemplated.
304	Schedule 2 Annex 8	The Consultant shall not be responsible for a failure to meet any Service Level in accordance with the Contract if such failure is caused due to reasons attributable to or failure of the Authority or its other service providers to perform its or their obligations. Time lost due to any of the following reasons shall be considered within uptime: (1) the scheduled outages planned in advance for the Authority and the link failures within SLA limits agreed with network service providers, (2) time lost due to power or environment failures, (3) time taken to recover the system because of power or environment failures, (4) time lost due to damage or malfunction of the equipment or any of the unites thereof due to causes attributable to the Authority, such as attachment of additional devices, making alteration to the system, participate in maintenance of the system, etc., without selected bidder's consent, (5) time taken for booting the systems, (6) time taken for the Authority to approve the work around or fix, or (7) time taken by the third party	Please refer to RFP. No change is contemplated.

		vendors and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarifications.	
305	Schedule 2 Annex 8	Consultant wishes to clarify that its bid will be subject to the deviations that will be provided while the proposal is submitted.	Please refer to RFP. No change is contemplated.
306	Schedule 2 Annex 8	a) 3 sec response time for an analytics platform may not be achievable. No details given whether these are simple queries or complex queries b) The response time should be measured within the DC	Please refer to RFP. No change is contemplated.
307	Schedule 2 Annex 8	What is your expectation of Application Page size to be included, so that defined SLA could be met?	Please refer to RFP. No change is contemplated.
308	Schedule 2 Annex 8	Kindly confirm whether backup in this RFP refer to disk to tape backup or does it refer to replication of data to DR Site using asynchronous replication.	Please refer to RFP. No change is contemplated.
309	Schedule 2 Annex 8	Please clarify if the solution will be given weightage at the time of Technical Evaluation, if it's able to provide near zero RTO/RPO by utilizing Active DC + Active DR architecture level design. Rationale: The traditional DC/DR architecture relies on Active-Passive architecture and at a time of real Disaster, the DR site faces issues while failover due to missing configuration, data loss (RPO). While utilizing Cloud Active-Active architecture, it's possible to use synchronous replication across Data Centers and provide near zero data loss even in case of any DC level failure.	Please refer to RFP. No change is contemplated.
310	Schedule 2 Annex 8	Bidder suggests this provision be revised as under: 1.9 If failure of any component leads to Application Downtime more than thrice within a span of three months, the Consultant shall replace or modify the component at its own cost. The Consultant shall not be responsible for a failure to meet any Service Level in accordance with the Contract if such failure is caused due to reasons attributable to or failure of the Authority or its other service providers to perform its or their obligations. Time lost due to any of the following reasons shall be considered within uptime: (1) the scheduled outages planned in advance for the Authority and the link failures within SLA limits agreed with network service providers, (2) time lost due to power or environment failures, (3) time taken to recover the system because of power or environment failures, (4) time lost due to damage or malfunction of the equipment or any of the unites thereof due to causes attributable to the Authority, such as attachment of additional devices, making alteration to the system, participate in maintenance of the system, etc., without selected bidder's consent, (5) time taken for booting the systems, (6) time taken for the Authority to approve the work around or fix, or (7) time taken by the third party vendors and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarifications.	Please refer to RFP. No change is contemplated.

311	Schedule 2 Annex 8	<p>SLA: We request Department to consider below changes to SLA as per applicable parameters. Please move this to level 2 category as this will need application level analysis and rework which will need time.</p> <p>Request deletion of SLA sub clause "internet 30s on 2G connection" , as it cannot be measured as there may bandwidth / network issues beyond bidder control.</p> <p>Please delete sub clause- "Data thefts/loss" from this criteria, as all data is public data which is put on this portal. Hence, this sub clause is not applicable and cannot.</p> <p>Please delete this clauses as these are subjective and cannot be quantified for .</p> <p>Please increase resolution time to at least 12 hours of working business day as these will need application level intervention and testing, before correction can be.</p> <p>The total SLA penalty shall be capped at max. 10% of the affected payment value in a given measurement period.Current cap of 25% is very high.</p> <p>We request that since O&M phase payment is quarterly, SLA measurement period be aligned to quarterly frequency.</p>	Please refer to RFP. No change is contemplated.
312	Schedule 2 Annex 8	This clause should be modified and bidder should be given proper notice for improvement of performance and matter should be mutually discussed	Please refer to RFP. No change is contemplated.
313	Schedule 2 Annex 8	<p>Provisions mentioned in point no. 6, 12, 18 and 21 be entirely deleted. Also in addition the following additional clause be added :</p> <p>Additional Clauses:</p> <p>Following additional clauses be added:</p> <p>1. Limitations of Liability</p> <p>(A) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</p> <p>(B) The total cumulative liability of either party arising from or relating to the Agreement shall not exceed the amount paid to the Consultant by the Authority under the Agreement in the six (6) months period immediately preceding the date such liability arose.</p> <p>(C) The Consultant shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable or plant under the Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Authority or its employees or agents or third party service providers to perform any of its duties and obligations. In the event that the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority, then the Consultant shall be allowed an additional period of time to perform its obligations and unless otherwise</p>	Please refer to RFP. No change is contemplated.

agreed the additional period shall be equal to the amount of time for which the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority. Such failures or delays shall be brought to the notice of the Authority and subject to mutual agreement (including on commercials) with the Authority, the Consultant shall take such actions as may be necessary to correct or remedy the failures or delays.

. Intellectual Property Rights

Subject to the other provisions contained in this Clause, the Consultant agrees that all deliverables created or developed by the Consultant specifically for the Authority, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of the Authority provided all the payments due to the Consultant for the deliverables rendered under this Agreement have already been paid by the Authority to the Consultant.

The Authority acknowledges that in performing services under this Agreement, the Consultant may use Consultant's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Consultant prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the Consultant Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, the Consultant shall continue to retain all the ownership, the rights title and interests to all the Consultant Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Consultant from using the Consultant Pre-Existing IP in any manner. To the extent that any the Consultant Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, the Consultant hereby grants to the Authority a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Consultant Pre-Existing IP in connection with the deliverables and only as part of the deliverables in which they are incorporated or embedded. The foregoing license does not authorizes the Authority to (a) separate Consultant Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell, lease, exchange, license, sub license, assign or in any other way convey, transfer or alienate the Consultant Pre-Existing IP in favour of any person, and/or (c) reverse compile or in any other way arrive at or attempt to arrive at the source code of the Supplier Pre-Existing IP.

All the intellectual property rights in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party the Authority's/ the Consultant's licensor and to the extent required for the purposes specified in the Agreement the Authority shall have user rights in accordance with license agreement (EULA) as applicable for use of such software.

Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or

development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of the Agreement. For the purposes of clarity the Consultant's shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables provided under the Agreement for the Authority, for any other client of the Consultant. Nothing contained herein shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.

The Authority warrants that the materials provided by the Authority to Consultant are duly owned or licensed by the Authority.

3. Acceptance

The Authority will carry out acceptance testing of deliverables (for the deliverables which are subject to acceptance procedure) as per schedule presented by the Consultant in its Bid/Proposal or otherwise as per mutually agreed schedule. The Authority will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of Acceptance Testing(s).

The acceptance testing will be based on the test cases provided by the Authority. The Consultant will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by the Authority, will be notified to the Consultant in writing not later than five (5) days of delivery. The Consultant will correct the defects that are a deviation from the baseline immediately following the acceptance. The Authority will confirm acceptance in writing to the Consultant. the Authority shall not withhold or delay the issuance of sign off or taking over certificate, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by the Authority if the Authority (a) fails to provide the list of non conformities within five (5) days of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of five (5) days from delivery, or (c) starts using the deliverable in a live production environment.

4. In the event of termination, the Authority shall however, be liable to pay Consultant for the services rendered till the effective date of termination and reasonable termination compensation towards unrecovered investments.

5. Payment Terms

All fees payable to the Consultant are exclusive of any GST, sales, use, value added tax, service taxes or taxes of a similar nature (including any changes to the existing taxes or incorporation of new taxes) and where such taxes are applicable, the Authority shall be responsible to pay or reimburse the Consultant the amount of such taxes.

Without prejudice to the other rights available, the Consultant also reserves the right to withhold the provision of services till such time all the payments due to it have been made by the Authority and any such withholding by the Consultant shall not be treated as breach by it of the provisions of the Agreement.

		<p>6. Employee non-solicitation The Consultant and the Authority each agree that during the term a Consultant personnel or the Authority employee is associated with the services under the Agreement and for a period of twelve months after such person ceases to be so associated, neither the Consultant nor the Authority shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor, except with prior written consent of the other party.\</p> <p>7. Acts or omissions of Other Party Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Agreement by the other Party.</p> <p>8. Entire Agreement This Agreement set forth the entire understanding of the parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, Schedule - 2 : Agreement and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by applicable law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.</p>	
314	Schedule 2 Annex 8	<p>We submit that termination right be available in accordance with the termination clause which allows a cure period for material breach.</p> <p>We submit that company will not be responsible for defaults or delays caused due to reasons not attributable to company and no LD or penalty is payable for any delays defaults and breaches due to such reasons.</p>	Please refer to RFP. No change is contemplated.
315	Schedule 2 Annex 8	SLA Penalties should be capped at 5% of the applicable service fees for that month.	Please refer to RFP. No change is contemplated.
316	Schedule 2 Annex 8	The PMU may undertake inspection of the data extracted by the consultant from the various Government websites and reports. If the deficiencies or errors in uploading such data exceeds 10, damages will be levied at the rate of 2% of the pro-rata monthly payment due to the consultant.	Please refer to RFP. No change is contemplated.
317	Schedule 2 Annex 8	<p>An average monthly rating below 3 stars, based on valid user feedback, shall constitute a service level default for which damages may be levied at the rate of 2% of prorata monthly payment due to the consultant</p> <p>If the number of one or two star valid user feedbacks associated with incorrect search results, in-appropriate visualization or in-appropriate analysis exceeds 10 in any month, damaged may be levied at the rate of 2% of prorata monthly payment due to the consultant</p>	Please refer to RFP. No change is contemplated.

318	Schedule 2 Annex 8	3.7 Please elaborate of how are deficiencies / errors Defined and counted. For e.g. – would be based on matching with the source values In such case how do we keep track of information that is volatile and changes at the source level. What is the method of calculating number of errors. For e.g. one incorrect calculation could result in multiple table values getting incorrect. Would this be treated as one error or Would be based on number of values impacted due to this.	Please refer to RFP. No change is contemplated.
319	Schedule 2 Annex 8	3.8 and 3.9 Considering the fact that any one can register on the NDAP portal and can access information based on the access rights. It would be difficult to validate the authenticity of user feedback. It thus proves to be a penalty that can not controlled by the implementation agency.Request you to clarify the process of assessing authenticity of user feedback.	Please refer to RFP. No change is contemplated.
320	General	What constitutes a Infrastructure cost ? What does Software cost mean here ? What all need to be factored under Miscellaneous Expenses ?	Please refer to RFP. No change is contemplated.
321	General	Does this include Personnel of Consultant at Authority's premises and Personnel working from Consultant's office to perform Development services ?	Please refer to RFP. No change is contemplated.
322	General	For projects under NDA, It will not be feasible to declare the name, payment or cost related details. Anonymised citations should be acceptable	Please refer to RFP. No change is contemplated.
323	General	How is this Form-13 linked to Financial Cost ? Also Form-13 mentions until 60 weeks. What happens after 60 weeks ? How many Personnel need to be available after that until 260th week ?	Please refer to RFP. No change is contemplated.
324	General	Under Man Days(MD) column - 1st sub column is for at site, the next sub column is blank, does this indicate offsite man days ? Also the understanding is "At site" number is aggregation of Weekly numbers to the right of the sheet.	Please refer to RFP. No change is contemplated.
325	General	Request to incorporate the below in commercial bid template - a. The implementation phase and O&M phases pricing to be separately asked from the bidders. b. Development Phase – A specific line item for “Service / Implementation costs” to be added. c. O&M Phase – This will entail not only personnel cost, but also other costs as AMC costs, CSP costs, training costs, DR Drill cost, helpdesk & O&M support, support costs and personnel cost for a period of 5 years. Hence, we request you to add the above line items under O&M phase costs and also make payment milestone to be quarterly as per quoted O&M costs only (not as % of total TCV). d. Bidders to be asked for Rate card for license of software / hardware (to allow for future expansion to be done on per TB basis, and concurrent user basis). Sly.	Please refer to RFP. No change is contemplated.

		For hardware, in case of user expansion, additional charges for CSP provider components shall be required. e. Taxes to be extra as per actuals. Point F in the form to be removed and be made as per actuals.	
326	General	Request you to provide updated financial sheets where additional pricing for recurring costs by the Authority for provision and use of data capacity in excess of 1 TB and payment of recurring costs by the Authority for and in respect of concurrent users in excess of 1,000. can be shown	Please refer to RFP. No change is contemplated.
327	General	company will provide Board Resolution Copy of the Authorized Signatory.	Please refer to RFP. No change is contemplated.
328	General	Is there any specific technology stack required by NITI Aayog or the bidder is free to choose its own stack?	Please refer to RFP. No change is contemplated.
329	General	The hardware sized for all applications should be redundant and scalable. All the components within the server should be hot swappable and should incur no downtime due to component failure. Please clarify ?	Please refer to RFP. No change is contemplated.
330	General	Please share information about the current data warehouse and technical architecture describing Data Sources, Database, ETL tools, Mining, Analytics, Visual Analytics, BI/Reporting, Security, Metadata Management, Scheduler, Current operating system, If there any need to reuse some of the technology aspects OR it will be totally greenfield development of platform. kindly clarify ?	Please refer to RFP. No change is contemplated.
331	General	Could you please mention some Analytics Modelling use cases w.r.t NDAP ?	Please refer to RFP. No change is contemplated.
332	General	In context to NDAP, Are there self Service Visualisation/Reporting requirements also? If yes could you please elaborate on some of the use cases?	Please refer to RFP. No change is contemplated.
333	General	Are there real time Analytics/Visual Analytics requirements also. If yes, please elaborate on these real time use cases?	Please refer to RFP. No change is contemplated.
334	General	Whether Data Quality to be assessed and managed for incoming data from various ministries and departments?	Please refer to RFP. No change is contemplated.
335	General	What are the expectations/Requirements from Data Quality, Data Profiling prospective wrt to NDAP?	Please refer to RFP. No change is contemplated.
336	General	W.R.T NDAP, are there any specific security requirements? If Yes, Could you please detailed them?	Please refer to RFP. No change is contemplated.
337	General	What will the languages in the Incoming data from ministries / State Govt (English, Hindi and others)?	Please refer to RFP. No change is contemplated.
338	General	Is there any opportunity to change the internal milestones keeping major / final milestones intact?	Please refer to RFP. No change is contemplated.

339	General	Whether Data will be consumed / pulled by API also? If so, please share details.	Please refer to RFP. No change is contemplated.
340	General	For how many years data to be stored/archived? What is your expectation on Active Data and Data to be Archived from Data Storage perspective?	Please refer to RFP. No change is contemplated.
341	General	is there any data to be migrated, If yes then how much data(if there is any) to be migrated wrt NDAP?	Please refer to RFP. No change is contemplated.
342	General	Understanding is that RFP cost if for services only, infrastructure & Software cost to be borne by GOI	Please refer to RFP. No change is contemplated.
343	General	we assume training would be conducted in Delhi HQ only please confirm ? And training	Please refer to RFP. No change is contemplated.
344	General	Page 53 Section 2.1 - What are the different types of user categories? How many user categories and users will require self service BI?	Please refer to RFP. No change is contemplated.
345	General	Will initial data (historical data) be in same format and structure as the current data, please clarify	Please refer to RFP. No change is contemplated.
346	General	Section 3.1.1 Data Features I - 2500 concurrent users are for all functionality or only portal access? What is the max active users for visualisation, search, self service	Please refer to RFP. No change is contemplated.
347	General	7.1 - How mandatory is educational qualification and number of years of experience compliance for key personnel	Please refer to RFP. No change is contemplated.
348	General	Section 9 - What is Machine readable format in context of extraction? How many formats do we budget for?	Please refer to RFP. No change is contemplated.
349	General	How the data needs to be sourced from other websites? Will access be provided to the databases of those websites? Or should the data be web Scraped from them? If database access is not provided, how historical data can be migrated?	Please refer to RFP. No change is contemplated.
350	General	Will there be any Image Data also that needs to be processed?	Please refer to RFP. No change is contemplated.
351	General	It is mentioned that "Regularly visit the websites of the Ministry(ies) and States to identify new data uploads. Fetch any new data that has been uploaded on the websites". Is there any opportunity to automate the data availability & fetching of data	Please refer to RFP. No change is contemplated.
352	General	Would there by any defined set of Searches / Analytics / Reports or Will be shared during SRS phase?	Please refer to RFP. No change is contemplated.
353	General	Whether Data will be pulled by User Community based upon date range OR yearly data will be pulled out?	Please refer to RFP. No change is contemplated.
354	General	Need to understand volume / size of data.	Please refer to RFP. No change is contemplated.

355	General	is there any data which needs to be migrated ? If so how much data needs to be migrated? Please quantify	Please refer to RFP. No change is contemplated.
356	General	Data Visualization & Front end is planned to be delivered by Week 12 - Some Data part needs to be built before hand. Without good data, testing of Front end/ visualization would be a challenge	Please refer to RFP. No change is contemplated.
357	General	What are key KPIs that customer wants to track as part of Site Analytics? For example, Usage metric, Broken linkage reporting etc. Please clarify ?	Please refer to RFP. No change is contemplated.
358	General	What are the advanced analytics use cases?	Please refer to RFP. No change is contemplated.
359	General	For Site Analytics, the site would be registered with 3rd party web Analytics site (like Google or Adobe), which may need extra license cost. This cost would be borne by GOI on regular basis. Hope it is understood. Please clarify ?	Please refer to RFP. No change is contemplated.
360	General	<p>Additional Clauses suggested by the bidder. Following additional clauses be added:</p> <p>1. Acceptance The Authority will carry out acceptance testing of deliverables (for the deliverables which are subject to acceptance procedure) as per schedule presented by the Consultant in its Bid/Proposal or otherwise as per mutually agreed schedule. The Authority will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of Acceptance Testing(s). The acceptance testing will be based on the test cases provided by the Authority. The Consultant will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by the Authority, will be notified to the Consultant in writing not later than five (5) days of delivery. The Consultant will correct the defects that are a deviation from the baseline immediately following the acceptance. The Authority will confirm acceptance in writing to the Consultant. the Authority shall not withhold or delay the issuance of sign off or taking over certificate, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by the Authority if the Authority (a) fails to provide the list of non conformities within five (5) days of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of five (5) days from delivery, or (c) starts using the deliverable in a live production environment.</p> <p>2. In the event of termination, the Authority shall however, be liable to pay Consultant for the services rendered till the effective date of termination and reasonable termination compensation towards unrecovered investments.</p> <p>3. Payment Terms All fees payable to the Consultant are exclusive of any GST, sales, use, value added tax, service taxes or taxes of a</p>	Please refer to RFP. No change is contemplated.

		<p>similar nature (including any changes to the existing taxes or incorporation of new taxes) and where such taxes are applicable, the Authority shall be responsible to pay or reimburse the Consultant the amount of such taxes. Without prejudice to the other rights available, the Consultant also reserves the right to withhold the provision of services till such time all the payments due to it have been made by the Authority and any such withholding by the Consultant shall not be treated as breach by it of the provisions of the Agreement.</p> <p>4. Employee non-solicitation The Consultant and the Authority each agree that during the term a Consultant personnel or the Authority employee is associated with the services under the Agreement and for a period of twelve months after such person ceases to be so associated, neither the Consultant nor the Authority shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor, except with prior written consent of the other party.</p> <p>6. Acts or omissions of Other Party Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Agreement by the other Party.</p> <p>7. Entire Agreement This Agreement set forth the entire understanding of the parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, Schedule - 2 : Agreement and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by applicable law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.</p>	
361	General	We submit that the contract to be signed between Authority and the bidder should be a mutually acceptable agreement, incorporating the terms of bidder's proposal. The response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which deviations are proposed by the bidder. We request confirmation that limited deviations can be proposed by the bidders.	Please refer to RFP. No change is contemplated.
362	General	Is Infrastructure for hosting the Solution and it's cost part of the RFP Proposal ? If so, under which section should the Cost be submitted in the RFP ? Also, would the solution be deployed on-premise or on Cloud Infrastructure ?	Please refer to RFP. No change is contemplated.
363	General	This RFP details out the Features and Functionality of NDAP that needs to developed. It also specifies the Testing, Security certification, BCP and Monitoring. However the Financial Proposal only captures the Personnel cost/price. Is the Price for Development, Testing etc., to be included in the Financial Proposal ? If so, how should this be included and in which section ?	Please refer to RFP. No change is contemplated.

364	General	<p>The Scope of the RFP mentions of Development Phase 3.1 Features and Functionality of NDAP 3.2 User Acceptance Test 3.3 Testing and GO Live 3.4 Security Testing and Audit 3.5 Documentation 3.6 Training of Authority's staff 3.7 Data Transition Operations Phase .</p> <p>4.1 Deliverables 4.2 Maintenance of NDAP 4.3 Monitoring 4.4 Software Upgrades 4.5 Change Requests. However, the Financial Proposal doesn't mention of cost of achieving this scope and tends to give a perception of being a Consultancy engagement.</p> <p>Does it mean that when we provide Personnel cost - if should include the Overall Timeline + cost to achieve all these Functionalities and Deliverables?</p>	Please refer to RFP. No change is contemplated.
365	General	Can the Development Service execution be performed in Consultant premises or at Authority's premises?	Please refer to RFP. No change is contemplated.