

**Dr.NTRVST Pre Bid Query Responses - Clarifications**

Sl No	RFP Document	RFP Page No. RFP Section	Content of RFP requiring Clarification(s)	Bidder Remarks	Trust Remarks
1	Volume II	Vol. II; Pg. 17	5. All bidders, until the contract is awarded and the successful bidder, up to one year during the currency of the contract shall not, directly or indirectly, solicit any employee of Dr. NTRVST to leave Dr. NTRVST or	Please modify this clause as "All bidders, until the contract is awarded and the successful bidder, up to <b>entire period of contact</b> shall not, directly or indirectly, solicit any employee of Dr. NTRVST to leave Dr. NTRVST or"	Refer Corrigendum 1
2	Volume II	Vol. II; Pg. 19	5.20 Disqualification : 4. The bidder qualifies the bid with its own conditions or assumptions;	Request to kindly allow suggestions	Suggestions are allowed till 28th Jul as part of queries
3	Volume II	Vol. II; Pg. 36	3. The bidder (prime bidder in case of consortium) must have an increasing and positive net-worth in each of the last 2 financial years (2015-16and 2016-17). The positive net worth should be a minimum of INR 1 Crore, when averaged over the previous two financial years.	Considering the experience and technical expertise required for providing services for this project, request to kindly modify the network as "The bidder (prime bidder in case of consortium) must have an increasing and positive net-worth in each of the last 2 financial years (2015-16and 2016-17). The positive net worth should be a minimum of <b>INR 100 Crores</b> , when averaged over the previous two financial years."	This is for SECTION B (EHR Services). For IT Services it is 5 Crores. No change to RFP
4	Volume II	Vol. II; Pg. 36	4. The Bidder (prime bidder in case of consortium) must have an annual turnover of not less than INR 1 Crore for each of the last two financial years ending 31st March 2017.	Considering the experience and technical expertise required for the Prime Bidder to provide services for this project, request to kindly modify the network as "The Bidder (prime bidder in case of consortium) must have an annual turnover of not less than <b>INR 50 Crores</b> for each of the last two financial years ending 31st March 2017."	This is for SECTION B (EHR Services). For IT Services it is 16 Crores. No change to RFP
5	Volume II	Vol. II; Pg. 49	7.9 Commercial Bid : The price would be inclusive of all taxes, duties, charges, cess and levies as applicable at the time of bidding process.	Request the Trust to kindly allow Prices exclusive of all taxes	xi- Including Taxes. No changes to RFP

6	Volume II	Vol. II; Pg. 50	All costs incurred due to delay of any sort, shall be borne by the Bidder.	Request the trust to kindly modify the clause as "All costs incurred due to delays which are directly attributable to the successful bidder for the scope of work given to the successful Bidder , shall be borne by the successful Bidder "	Pg.104-pt20. No changes to RFP
7	Volume II	Vol. II; Pg. 55	8.7 Failure to agree with the Terms and Conditions of the RFP Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Dr. NTRVST may call for new proposals. Dr. NTRVST may also invoke the PBG (if the PBG is submitted). The bidder will also forfeit the Bid Security.	Request to kindly allow suggestions for the Terms & Conditions of the RFP	Sugesstions can be sent till 28th Jul. No change to RFP
8	Volume II	Vol. II; Pg. 56	9. Payment Terms and Schedule 9.1 Advance Bank Guarantee An Advance Bank Guarantee (ABG) of 15% of the implementation cost would be furnished by the successful bidder in the form of a Bank Guarantee ....should be valid up to 90 days beyond the date of completion of Phase – I and Phase – II enhancements. ABG should be submitted for each section separately (SECTION A (IT Services) and SECTION B (EHR Services)).	Request to kindly drop this clause as the successful Bidder shall submit the required Performance Bank Guarantee for the entire period of the contract	No changes to RFP
9	Volume II	Vol. II; Pg. 56	9.2 Performance Bank Guarantee PBG should be submitted for each section separately (SECTION A (IT Services) and SECTION B (EHR Services)).	Request to kindly allow submission of single PBG for both the Sections	No changes to RFP

10	Volume II	Vol. II; Pg. 104	15. The prices quoted (including the man-power costs, additional compute & Storage capacity) in the Commercial bid shall be valid for the entire period of the contract.	The prices quoted in the commercial bid shall be applicable for the period of validity quoted in the Bid. However, for supply of any equipment, the prices shall vary as per the prices given by the OEMs at the time of placing the order for additional quantities	No changes to RFP
11	Volume III	Vol. III; Pg. 103	d. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the SP to the Trust or its nominated agency, or a Replacement SP ("Transfer Regulation") applies to any or all of the employees of the SP, then the Parties shall comply with their respective obligations under such Transfer Regulations.	Request the Trust to kindly drop the clauses	No changes to RFP
12	Volume III		e. To the extent that any Transfer Regulation does not apply to any employee of the SP, Trust, or its Replacement SP may make an offer of employment or contract for services to such employee of the SP and the SP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Trust or its nominated agency or any Replacement SP.	Request the Trust to kindly drop the clauses	No changes to RFP
13	Volume III	Vol. III; Pg. 107	16. Transfer of Assets	The ownership of the assets newly procured & supplied to Trust shall be transferred immediately in the name of Trust	All the hardware/software that are procured should be on the name of Trust only
14	Volume I	Vol 1 Pg 30; 10.10.1	Bandwidth requirements	It is recommended to form a tri-party agreement as TCS cannot re-sell bandwidth as per govt norms	Internet bandwidth provided by Trust

15	Volume II	Vol 2 Pg 7 ; 1.1	The Service Provider will be responsible for transitioning the existing Dr.NTRVS services and providing services to the Trust for a period of 5 years beyond the contract period of the current operator and extendable by 2 more years at the option of Trust	Incase of extension the contract price for the extendd period should be renegotaited at the time of extension	No changes to RFP
16	Volume II	Vol 2 Pg 12 ; 5.3 3)	Period of validity beyond the bid validity date, as extended, if applicable shall be three (3) Months	EMD should be valid for a period not more than bid validity	No changes to RFP
17	Volume II	Vol 2 Pg 57 : 9.4	Payment Schedules and Milestones	It is recommended to change the payment terms as mentioned below, because RFP terms are not favorable to TCS. - 100% payment for Hardware and Software on delivery and Installation. - 100% payment for Implementation Services till Go-live - 100% payment of training cost upon completion of training - Payment for Infra O&M as equated quarterly installment in Advance - Payment for Services O&M as equated monthly	No changes to RFP
18	Volume III	Vol 3 Pg 53; 5.3	Limitation of Liability	It should not be more than 10% of the TCV	No changes to RFP
19	Volume III	Vol 3 Pg 67; 23	INSURANCE COVER	Insurance for goods will be provided only till delivery	No changes to RFP

20	Volume III	Vol 3 Pg 68; 24 b.	Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of SP towards any officer/employee of the Trust or to any other person in a position to influence any officer/employee of the Trust for showing any favour in relation to this or any other Agreement, shall render SP to such liability/ penalty as the Trust may deem proper, including but not limited to termination of the Agreement, imposition of penal damages, forfeiture of the bank guarantees (including Performance Bank Guarantee) and seek immediate refund of the amounts paid by the Trust	It is recommended to delete clause for refund of payment	No changes to RFP
20	Volume III	Vol 3 Pg 68; 24 c.	The Trust will also have a right to consider cancellation of the Agreement either wholly or in part, without any entitlement or compensation to SP who shall in such event is liable to refund all payments made by the Trust in terms of the Agreement along with interest at the rate of 2% per annum above Prime Lending Rate. The Trust will also have the right to recover any such amount from any Agreements concluded earlier with the Trust.	It is recommended to delete clause for refund of payment	No changes to RFP
22	Volume III	Vol 3 Pg 95; SCHEDULE – VI:	EXIT MANAGEMENT	It is recommended to add Exit Management with a notice period of 180 days	No changes to RFP
23	Volume I	Volume I : 5.2. Project Office, Key Personnel and Governance Structure - Page 13	vi. TRUST will provide the seating space for the key resources. However, all the necessary infrastructure (e.g., desktops) for the Service Provider’s resources in the project office need to be provided by the Service Provider.	Will TRUST provide internet and VPN connectivity?	Yes, Trust will provide interner and VPN connectivity

24	Volume I	Volume I : 10.4. Implementation of Call Center Solution - Page 27	i. Implementation of Convox or a similar solution for the Call Center along with the requisite number of IP Phones and Head Phones (40 agents will be deployed by the TRUST for the 104 Call Center)	Call Center is already established at TRUST HQ. Is this an additional requirement to the existing call center solution?	Currently it is Convox. As part of RFP, Bidder can suggest solution(s) for long term in optimal cost. Based on that decision can be made
25	Volume I	Volume I : 10.13. Operations and Maintenance Service Requirements - Page 39	For this, the Service Provider should include and cost (within the commercials) 25 blended person month effort per quarter.	Is this 25 PM for quarter is part of O&M team?	It is 24 PM per quarter. Yes, it is part of O&M Team. Refer Corrigendum 1
26	Volume I	Volume I : 11. Project Timelines and Implementation Framework - Page 43	T0 is the end of the contract period of the current operator	Is T0 the date of signing of contract irrespective of whether current operator has completed the term or not	Contract start date for awarded winner is T0-4 as the contract includes Transition. If the current Vendor is awarded the contract, there will be no transition required.
27	Annexure 7.1	Annexure 7.1 : 5 Mass Health Screening Solution Page 12	Procurement of the 450 pre-screening medical kits and any required peripherals to provide an end-to-end solution	Is this requirement part of Section A or Section B?	This is part of Section B
28	Annexure 7.1	Annexure 7.1 : 5 Mass Health Screening Solution Page 12	Procurement of 450 biometric enabled tablets with STQC certified fingerprint scanner that can integrate with the medical kit and capture the diagnostic results from the medical kit.	Is this requirement part of Section A or Section B?	This is part of Section B
29	Annexure 7.1	Annexure 7.1 : 5 Mass Health Screening Solution Page 12	The specifications of the medical kits are provided under Attachment A to Annexure 7.1 – Technical Specifications.	Annexure A is not there	Refer corrigendum 1

30	Annexure 7.1	Annexure 7.1 : 5 Mass Health Screening Solution SLA and Reporting Page 15	The penalty amount will be deducted from the amounts payable to the Service Provider with respect to the Medical Kits and Tablets. In case, the penalty amount exceeds the payment with respect to the Medical Kits and Tablets, the additional penalty amount will be deducted from the payments related to the project milestones (Implementation of Phase I and II enhancements and subsequent Operations and Maintenance Phase).	Request to remove the clause as Section A and Section B are independent.	Refer corrigendum 1
31	Volume II	Volume II : Evaluation of Commercial Bid - Page 32	NPV Calculation	Need clarification on SIMK, CCT, MKT-EQI-I and MKT-EQI-II	Refer Corrigendum 1
32	Volume II	Volume II : 7.8.2 Technical Evaluation Scoring Matrix Proposed Operations and Maintenance Services Methodology and Tools A. Helpdesk - Page	i. Sufficiency of sizing and proposed team (1) ii. Proposed solution for Helpdesk with scope to augment capacity during peak period (1)	Total marks for this section is 5. Where as sum of individual items is 2. Sum of Individual item marks is not matching with overall marks given for the section	Refer Corrigendum 1

33	Volume II	Volume II : 7.8.2 Technical Evaluation Scoring Matrix Proposed Operations and Maintenance Services Methodology and Tools A. Tools Response will be evaluated on Proposed Tools to support the O&M Requirements: - Page 43	iii. EMS Solution (1) iv. Service desk solution covering Change Management, Configuration Management, Asset Management, Event Management, Incident Management, and Problem Management Processes. (1) v. Issue Tracker (1)	Total marks for this section is 10. Where as sum of individual items is 3. Sum of Individual item marks is not matching with overall marks given for the section	Refer Corrigendum 1
39	Volume III	DRNTRVST_Vol III final , section 27.3 sub-contractors	Implementing Agency shall not sub-contract any work related to the following works related to the implementation of Project to be performed under the Agreement without the Trust's prior written consent.	Request the TRUST to relax the sub-contracting clause as below" Implementing Agency can sub-contract any work related to the following works related to the implementation of Project to be performed under the Agreement. Implementation agency shall furnish a written undertaking stating the end to end liability SLAs and Penalties even for subcontracted work"	No changes to RFP
34	Volume I	Volume 1 / 10.10.2. Data Centre (DC) and Disaster Recovery Centre (DRC) requirements/ Page 32	RPO should be less than or equal to 2 hours and RTO shall be less than or equal to 4 hours	1. Please confirm what is the existing replication strategy between DC and DR being followed as of now. How is the RPO / RTO requirements being achieved and whether there is any disaster recovery management tool currently running?2. Please advise if the current application is tested for disaster recovery? 3. When was the last DC-DR drill done?	This information will be provided during the due diligence stage
35	Annexure 7.2	Annexure 7.2 - Service Levels/ Page 8	Time to load (simulated transactions) home page of the portalBaseline: >=95% of the transactions take less than or equal to 10s	Kindly advise on the time to load for home page for existing Application in current scenario. Is current application designed to deliver the SLA with current infrastructure. Please confirm.	Refer to Annexure 6.2 for current SLA



36	Annexure 7.2	Annexure 7.2 - Service Levels/ Page 8	Time to load (simulated transactions) home page of the portal Baseline: >=95% of the transactions take less than or equal to 10s	We assume the transactions shall be simulated with the client machine within the data centre. The transactions shall be tested on the client machine for response time within the data centre over 2 Mbps internet link. The response time for network latency shall be excluded from the transaction response time. Request you to please confirm.	All the SLA are measured on live environment
37	Annexure 7.2	Annexure 7.2 - Service Levels/ Page 9	Time to load (simulated transactions) login page or any other page (other than home page) The time includes the cumulative time of sending the request from the dedicated client machine over internet on 2Mbps link to the Data Centre to the time the page fully loads on the client machine Baseline: >=95% of the transactions take less than or equal to 2s	1. We assume the transactions shall be simulated with the client machine within the data centre. The transactions shall be tested on the client machine for response time within the data centre over 2 Mbps internet link. 2. The response time for network latency shall be excluded from the transaction response time. The response time will be measured within the data centre environment between the first entry and last exit point. Please confirm3. Response time of 2 seconds is very stringent. Request you to please reconsider it to 10 seconds.	All the SLA are measured on live environment
38	Annexure 7.2	Annexure 7.2 - Service Levels/ Page 9	SLA 3Request-Response Time for the key Hospital services either through portal or gateway where such services are published. The key hospital services (e.g., Patient Registration, Pre-Authorization Request, Claim Request, ..) will be defined by the TRUST.	How many transactions or key hospital services need to be captured for request-response time. Please specify.	All the SLA are measured on live environment
39	Annexure 7.2	Annexure 7.2 - Service Levels/ Page 9	SLA 3Request-Response Time for the key Hospital services either through portal or gateway where such services are published. The key hospital services (e.g., Patient Registration, Pre-Authorization Request, Claim Request, ..) will be defined by the TRUST.	1. We assume Request-Response Time shall be measured on simulated transactions within the data centre. Please confirm 2. Does the service provider need to measure all the transactions for request-response time on real time basis for all the users. If yes, please share the no. of end users for which transactions need to be measured.3. Baseline: >=95% of the transactions take less than or equal to 3s is very stringent. Request you to please reconsider	All the SLA are measured on live environment

40	Annexure 7.1	Attachment B to Annexure 7.1 - Cloud Specifications/ Page 11 and Annexure 7.2 - Service Levels/ Page 12	Provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime of 99.5%, SLA measured at the VM Level & SLA measured at the Storage Levels Availability of Hospital Services - 99.9%	As per cloud specifications, SLA requirement is 99.5% uptime for VM but as per SLA document Availability of hospital services including gateway, webserver, app server, database asked is 99.9%. Kindly advise on the uptime availability for infrastructure	The uptime provided are for the cloud services
41	Volume I	Volume 1/ 10.13.1. Scope of Centralized Helpdesk/ Page 38	The Service Provider will be responsible for: i. Resources for manning the helpdesk	1. We understand there shall be 3 hunting line with minimum 3 resources at helpdesk. The helpdesk staff shall take 3 calls simultaneously. Please confirm our understanding. 2. PRI, EPABX, telephone instruments, short code shall be provided by Trust. Please confirm	Refer to Volume I of RFP
42	Volume I	Volume 1 / Bandwidth requirements/ Page 30	All the application users will access the application through internet link. The internet links at the Hospitals is not in the scope of the Service Provider.	As per the clarifications to queries for previous RFP , it was clarified that the bandwidth link at the hospitals and related components would be provided by Trus . Kindly confirm the same	Yes, Internet at Hosiptals will be the responsibility of Hospitals
43	Volume I	Volume 1 / Bandwidth requirements/ Page 30	Bandwidth at the Datacentre and Disaster Recovery Centre: The data centre (DC) and disaster recovery centre (DRC) facilities should be connected to the wide area network through high bandwidth links of appropriate capacity to take care of the needs of various types of user entities.	1) What is the total number of users estimated to access the application over the internet?  2) What is the estimated concurrency percentage?	The bandwidth requirement shall be assessed by the Service Provider. The user details are provided at the time of due diligence
44	Volume I	Volume 1 - Annexure 5.1 - Software Used	Software Used	Please share the AMC / support expiry of the software tools deployed? Can the existing software licenses (Database licenses/ OS/ Virtualisation etc.) be leveraged for the project? Are the license procured perpetual with unlimited user? Please advise	This information will be provided during the due diligence stage
45	Volume I	Volume 1 / Page 41 / Application Management	Configuration of new rules, and any other configurable data entities in the system as required by the TRUST	Request you to please share the list of new rules and other configurable data as required in implementation	Any new rules that are defined by Trust from time to time

46	Volume I	Volume 1 / Page 41 / Application Management	Routine functional changes that include user and access management, creating new report formats, and configuration of reports	Request you to please confirm the different formats of reports that need to be created by the system	Any new reports requested by the Trust from time to time
47	Volume I	RFP Vol 1 Section 10.7.6. Backup Services Page 33	Data Retention: As on date, all data has to remain in the active storage. TRUST may define archival policy from time to time, where non-active data can be archived as per the specified period. The Service Provider should configure, schedule and manage backups of all the data including but not limited to files, images and databases as per the policy defined by TRUST.	What is the current Backup Window and Data Size?	Database size is approximately 60 TB
48	Volume III	Volume III, Article 3.1, Pg.17	This Agreement shall come into effect on [ Please Insert] (hereinafter the 'Effective Date') and shall continue till [Please insert the number of years] years from the Go-Live Date (" Term"). Time shall be the essence of this Agreement as well as for the SLA. TheTrust has the option to extend the Agreement. The decision on the extension will be taken exclusively by	In a complex contract wherein the parties have agreed to pre determined and foreseeable damages in form of Liquidity Damages, having a statement "time is of essence" is unfair. We request the Trust to kindly delete this statement.	No changes to RFP

49	Volume III	Volume III, Article 21, Pg. 64	<p>LIQUIDATED DAMAGES</p> <p>Time is the essence of the Agreement and the delivery dates are binding on the Implementing Agency. In the event of delay or any gross negligence or failure to submit the Guarantees and Documents and supply &amp; implement the solution as per schedule specified, for causes attributable to the Implementing Agency, in meeting the deliverables, the Trust shall be entitled at its option to recover from the Implementing Agency as agreed, liquidated damages, a sum of 0.5% of the contract price of the corresponding milestone payment of the delayed / undelivered services for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of corresponding milestone payment of the delayed / undelivered services. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to the Trust under the contract and law. However liquidated damages will not be claimed for the period of delay solely attributable to the</p>	<p>In a complex contract wherein the parties have agreed to pre determined and foreseeable damages in form of Liquidity Damages, having a statement "time is of essence" is unfair. We request the Trust to kindly delete this statement.</p>	No changes to RFP
50	Volume III	Vol 3, pg 48, Section 14.5(point a)	<p>Effects of Termination. Subject to Article 16 (Force Majeure), in the event of the termination of this Agreement the Trust shall have right to invoke performance bank guarantee.</p>	<p>We request the TRUST to remove this clause .In case of Force majeure , Service provider should not be penalized by invoking PBG.</p>	No changes to RFP

51	General	General	Termination	In case the TRUST terminates the agreement , SP shall be compensated for all the equipment delivered and services rendered till the date of termination. Request the Trust to please confirm.	No changes to RFP
52	General	General	Transition Cost	We understand, trust is not going to pay for transition. However, we suggest to allow new service provider to provide transition cost separately and such transition cost should be excluded during commercial evaluation. This will enable fair comparison of commercials with incumbent service provider.	No changes to RFP
53	Volume I	Vol 1 , Page 45 , 11.4 O&M Phase section ii SLA Responsibility,	The service provider will get a 3 month SLA holiday, i.e., there will not be any SLA related penalties for the 1st quarter payment. However, the Service Provider has to monitor and report on the applicable SLAs starting from the 3rd month.	Request trust to relax the clause with six month of SLA waiver as SP will get the first opportunity to correct the short comings only with the release of phase 1, where it is expected from SP to validate the solutions performance against the SLAs. Also, phase 1 release date has been provided as 6 month post completion of transition.	No changes to RFP
54	General	General	Cloud	Can the cloud DR be outside of India	No. The PDC and DR should be in India
55	Volume I	10.12; Page no 36	10.12. Audit Requirements	For Government Community Cloud already a Periodic Audit Policy is in Place from STQC and MIETY , will NTR Trust have an Audit over and above that ? Please clarify, as this will increase the cost for the project	Service Provider shall support the third party in audits
56	Volume I	10.5.	10.5. Implementation of Additional Security Requirements	Can NTR Trust Define the mandatory Security controls that needs to be implemented for the solution , so that there is no ambiguity in the solution ex. Anti-Virus, Virtual Firewall, UTM, Log Analyzer / Syslog, , SIEM, etc.	Basic ones like Antivirus, firewall, Audit trail logs, syslogs, virtuaa firewall has to be there. Any additional requirements can be derived during due diligence
57	Volume II	5.3(8)/12 1. The bid security may be forfeited:	i. 1. If a bidder withdraws its bid during the period of bid validity	1. Bid security should be forfeited in case of failure to sign the mutually agreed Contract containing the mutually agreed terms and conditions of the Contract.	No chnages to RFP

58	Volume II	5.3(8)/12	ii. 2. In case of a successful bidder, if the bidder fails to sign the mutually agreed contract containing the mutually agreed terms and conditions in accordance with terms and conditions	2. Bidder will sign the Agreement/Contract which contains mutually agreed terms and conditions. Any delay on this front shall not be taken as a breach or delay attracting the SLA penalties. Both parties are equally responsible for completing this task.	No changes to RFP
59	Volume II	5.3(8)/12		3. Proposal submitted by the Bidder shall prevail on all other documents of the same subject matter and Bidder will perform and provide its services and deliver the deliverables strictly in accordance with the terms of its Proposal only	No changes to RFP
60	Volume II	5.3(8)/12	iii. 3. If any of the bidders modify their bid during the validity period.	4. And if Purchaser does not incline to accept any changes suggested by the Bidder either in the Draft-Agreement/Proforma Contract given Purchaser or the PO/WO/LOI/Notification of Award issued by the Purchaser, then Bidder shall be allowed to withdraw its bid and the EMD or any other security given by it shall not be forfeited and shall be returned within the regular time prescribed under the RFP.	No changes to RFP
61	Volume II	5.3(8)/12		5. If the Purchaser has a system of issuing Purchase Order (PO)/Work Order (WO)/Letter of Intent (LOI) then such PO/WO/LO issued by Purchaser shall not contain any unilateral terms and conditions or any legal terms and conditions. Such PO/WO/LOI shall in its content refer and apply the terms and conditions of the Proposal submitted by Bidder and the mutually accepted terms. Bidder is not obliged to accept a PO/WO/LOI which contains unilateral legal terms and conditions and contains those terms which are not mutually agreed or onerous. In such an event the EMD shall not be forfeited and Bidder cannot be penalized with penalties under any heading or on any account.	No changes to RFP
62	Volume II	5.20(15)/19	15. Bidder fails to deposit the Advance Bank Guarantee and Performance Bank	1. Requirement of Advance Bank Guarantee to be dropped	No changes to RFP

63	Volume II	5.20(15)/19	Guarantee (PBG) or fails to enter into a mutually agreed contract containing mutually agreed terms and conditions within 30 working days of the date of	2. Failure to sign the mutually agreed Contract containing the mutually agreed terms and conditions of the Contract should be criteria for disqualification of bid	No changes to RFP
64	Volume II	8.6/55	8.6 Suggestions on the Draft Contract	It is the legitimate expectation of the bidder that both parties will sign the mutually agreed contract containing the mutually agreed terms and conditions. And if Dr.NTRVST does not incline to accept any suggested changes by the Bidder then bidder shall have be allowed to withdraw its bid and the EMD or any other security given by it shall not be forfeited and shall be returned within the regular time prescribed under the RFP.	No changes to RFP
65	Volume II	8.6/55	a. A Master Service Agreement (MSA) including the standard terms and all the other terms specific to the implementation of the Project is circulated as Volume III of this RFP. Dr. NTRVST reserves the right to revise the contract.	2. Bidder is a public limited company and is listed on the national and international stock exchanges and is subject to audit by the external auditors appointed by the regulatory authorities in India. In such scenario Bidder under the threat of forfeiture of EMD or black listing should not be forced to accept the unilateral conditions or those which have deleterious impact on its commercial business	No changes to RFP

66	Volume II	8.6/55	b. It is expected that the bidder will be able to execute this contract without any modifications if bidder has not suggested any revisions to it in its Proposal, in case they are selected for doing so. It is the legitimate expectation of the bidder that both parties will sign the mutually agreed contract containing the mutually agreed terms and conditions. And if Dr.NTRVST does not incline to accept any suggested changes by the Bidder then bidder shall have be allowed to withdraw its bid and the EMD or any other security given by it shall not be forfeited and shall be returned within the regular time prescribed under the RFP.	3. Bidder will give forehand all the deviations and suggestions in the format prescribed under the RFP. Bidder shall also be given right of rejection if the terms and conditions are not acceptable to it at any stage of the Bid/Contract.	No changes to RFP
67	Volume II	8.7/55	8.7 Failure to agree with the Terms and Conditions of the RFP Failure of the successful bidder to agree with the Terms & Conditions of the RFP except those for which bidder has already suggested deviations or alternate suggestions shall constitute sufficient grounds for the annulment of the award, in which event Dr. NTRVST may call for new proposals. Dr. NTRVST may also invoke the PBG (if the PBG is submitted). The bidder will also forfeit the Bid Security. This does not apply if bidder has already suggested deviations/changes as part of its Proposal.	It is the legitimate expectation of the bidder that both parties will sign the mutually agreed contract containing the mutually agreed terms and conditions. And if Dr.NTRVST does not incline to accept any suggested changes by the Bidder then bidder shall have be allowed to withdraw its bid and the EMD or any other security given by it shall not be forfeited and shall be returned within the regular time prescribed under the RFP.	No changes to RFP
68	Volume II	8.7/55	8.7 Failure to agree with the Terms and Conditions of the RFP Failure of the successful bidder to agree with the Terms & Conditions of the RFP except those for which bidder has already suggested deviations or alternate suggestions shall constitute sufficient grounds for the annulment of the award, in which event Dr. NTRVST may call for new proposals. Dr. NTRVST may also invoke the PBG (if the PBG is submitted). The bidder will also forfeit the Bid Security. This does not apply if bidder has already suggested deviations/changes as part of its Proposal.	2. Bidder is a public limited company and is listed on the national and international stock exchanges and is subject to audit by the external auditors appointed by the regulatory authorities in India. In such scenario Bidder under the threat of forfeiture of EMD or black listing should not be forced to accept the unilateral conditions or those which have deleterious impact on its commercial business	No changes to RFP



69	Volume II	8.7/55		3. Bidder will give forehand all the deviations and suggestions in the format prescribed under the RFP. Bidder shall also be given right of rejection if the terms and conditions are not acceptable to it at any stage of the Bid/Contract	No changes to RFP
70	Volume II	9.2/56	9.2 Liquidated Damages	1. LD need to be treated as exclusive remedy in so far the event that has given rise for its invocation.	No changes to RFP
71	Volume II	9.2/56	In the event of the Bidder's failure to submit the Bond, Guarantees and Documents and supply the solution / equipment as per schedule specified in this RFP due to reasons directly and solely attributable to the Bidder and are not contributed by any acts or omissions of the Dr.NTRVST or any acts of force majeure, then Dr. NTRVST may at its discretion in good faith withhold any payment until the completion of the contract. The Trust may also deduct from the payment due to the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the corresponding milestone payment of the delayed / undelivered services for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of corresponding milestone payment of the delayed / undelivered services..	2. Bidder shall be responsible for events the cause for which is directly attributable to it.	No changes to RFP
72	Volume II	9.3/57	9.3 Payment Schedules and Milestones	Procedure to avert the delays in payment and to ensure timely payment need to be included. i.e A clause dealing the late or delayed payments need to included	No changes to RFP

73	Volume II	10.3.1/63	10.3.1 Bid Cover Letter We agree for unconditional acceptance of all the terms and conditions set out in the RFP document except those for which we have submitted deviations/suggestions in the form of Annexure-10 and also agree to abide by this tender response for a period of SIX (6) MONTHS from the date of opening	The Deviations suggested by the Bidder are subject to acceptance of both parties.	No changes to RFP
74	Volume II	10.4.4/76	10.4.3 Undertaking on Compliance and Service Level Compliance	Any augmentation of solution or storage for the purposes under this RFP will be discussed at the relevant time and will be implemented upon acceptance by the Dr.NTRVST and shall not be at the cost of Bidder	No changes to RFP
75	Volume II	10.4.4/76	4. Any augmentation of the proposed solution or storage or sizing of any of the proposed solutions (software, hardware) or resources in order to meet the requirements and/or the requisite Service Level requirements given by Dr. NTRVST will be carried out at a mutually agreed additional cost to Dr. NTRVST.	It is premature to estimate at this point of time keeping in view the dynamic landscape of external technological advancements which directly or indirectly have an impact of the system requirements. Bidder will assess them at the relevant times and will advise Dr.NTRVST and will be carried out following change control procedure.	No changes to RFP
76	Volume II	10.4.5/78	Undertaking on Work environment and Personnel	Standard exceptions to the personnel replacement by Vendor without the consent of the DRNTRVST need to be added such death, disability, retirement, resignation, termination etc.	No changes to RFP
77	Volume II	10.4.6/79	10.4.5 Undertaking on Changes to the Contract Clauses	It is the legitimate expectation of the bidder that both parties will sign the mutually agreed contract containing the mutually agreed terms and conditions. And if Dr.NTRVST does not incline to accept any suggested changes by the Bidder then bidder shall have be allowed to withdraw its bid and the EMD or any other security given by it shall not be forfeited and shall be returned within the regular time prescribed under the RFP.	No changes to RFP

78	Volume II	10.4.6/79	1. I/We as Service Provider (SP) do hereby acknowledge that we understand that the request for changes to contract clauses and any other terms and conditions in the RFP, submitted in our proposal as per the RFP are just suggestions for change.	2. Bidder is a public limited company and is listed on the national and international stock exchanges and is subject to audit by the external auditors appointed by the regulatory authorities in India. In such scenario Bidder under the threat of forfeiture of EMD or black listing should not be forced to accept the unilateral conditions or those which have deleterious impact on its commercial business considerations.	No changes to RFP
79	Volume II	10.4.6/79	2. We understand that it is neither guaranteed that these requests for changes will be accepted in the final contract nor this process will be construed as any commitment from Dr. NTRVST to consider those suggestions. And Dr.NTRVST will provide an opportunity to the Bidder to agree or withdraw if it is not inclined to accept such of those changes suggested by bidder after mutual consultations or	3. Bidder will give forehand all the deviations and suggestions in the format prescribed under the RFP. Bidder shall also be given right of rejection if the terms and conditions are not acceptable to it at any stage of the Bid/Contract.	No changes to RFP
		10.4.9/82	<p>10.4.9 Non-Malicious Code Certificate</p> <p>1. I/We hereby certify that the software being offered / developed as part of the contract as at the time of delivery and acceptance by Dr.NTRVST does not and will not contain any kind of malicious code that would activate procedures to:</p> <p>(a) Inhibit the desired and the designed function of the equipment / solution.</p> <p>(b) Cause damage to the user or his equipment / solution during the operational exploitation of the equipment / solution.</p>	Bidder will warranty that Software handed as over to Dr.NTRVST by the Bidder will not contain any virus or malicious code.	

80	Volume II		<p>(c) Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security.</p> <p>2. There are / will be no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software offered or software that will be developed</p> <p>3. Without prejudice to any other rights and remedies available to Dr. NTRVST , we are liable under Information Technology Act, 2000 and Indian Penal Code 1860 in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in offered / developed software when the software or solution or system is in our direct control and management.</p>		No changes to RFP
81	Volume II	10.5.1/98	10.1.1 Commercial Bid Cover Letter	1. Proposal submitted by the Bidder contains the specifications and parameters based on which it is planning to deliver the services in response to the RFP.	No changes to RFP

82	Volume II	10.5.1/98	Having examined the RFP Document, bid clarifications, Amendments thereof, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the services, as required and outlined in our Proposal in submitted in response to the RFP. In order to meet such requirements and to provide services as set out in the RFP document, following is our quotation summarizing our Commercial Bid.	2. Any additional requirements or enhancements by the Dr.NTRVST will be catered to following the change control procedure	No changes to RFP
		10.5.1/98	<p>We attach hereto the Commercial bid as required by the Bid document, which constitutes our bid.</p> <p>In addition to the enhancements specified in the RFP, we understand that we are also responsible for implementing the additional modifications / enhancements suggested and approved by the TRUST during the duration of the contract to meet the evolving business requirements of the TRUST upon such mutually agreed costs to Dr.NTRVST following the change control procedure at the relevant time of the need arising for such an event. We've factored and included the cost of 15 blended person month effort per quarter in our commercials based on the specifications given in our Proposal submitted herewith.</p>	3. Bidder's unconditional acceptance is only to those which are not deviated by it in the form of Annexure-10	<p>No changes to RFP</p> <p>No changes to RFP</p>

<p>We undertake, if our bid is accepted, to carry out the services as put forward in the RFP or such modified requirements as may subsequently be agreed mutually between us and the Trust or its appointed representatives upon such mutually agreed costs to Dr.NTRVST following the change control procedure at the relevant time of the need arising for such an event.</p>
<p>We will obtain necessary Performance Bank Guarantees in the formats given in the bid document issued by a nationalized bank in India and furnish them within the time frames set out in the RFP</p>
<p>We agree for unconditional acceptance of all the terms and conditions in the bid document except those for which we have specifically given our deviations and suggestions in the form of Annexure-10 and we also agree to abide by this bid response for a period of SIX (6) MONTHS from the date of bid opening and it shall be valid bid till such period with full force and virtue. Until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between the Trust and us</p>

<p>No changes to RFP</p>
<p>No changes to RFP</p>
<p>No changes to RFP</p>

			<p>We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Trust is true, accurate, and complete.</p> <p>We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason <del>whichever</del>.</p> <p>It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ agency/organization and empowered to sign this document as well as such other documents, which may be required in <del>this connection</del>.</p>		<p>No changes to RFP</p> <p>No changes to RFP</p> <p>No changes to RFP</p>
84	Volume II	10.5.2/100	10.5.2-pricing summary Notes:	1. A party which is responsible for delay need to be responsible for the consequences of the delay.	No changes to RFP
85	Volume II	10.5.2/100	3. The price would be inclusive of all taxes, duties, charges, cess and levies as applicable from time to time. Any new, additional or increase in taxes applicable for the services and or deliverables shall be borne and paid by <del>Dr. NTRVST to the bidder</del> .	2. Imposition of new taxes, additional taxes or increase in the existing taxes under the applicable laws by the appropriate authority shall be borne exclusively and paid by Dr.NTRVST for the entire duration i.e either during the validity or proposal or contract.	Refer to Section 13.3 ( c), page no 46 of Volume III
86	Volume II	NEW	NEW	1. Bidder will sign the Agreement/Contract which contains mutually agreed terms and conditions. Any delay on this front shall not be taken as a breach or delay attracting the SLA penalties. Both parties are equally responsible for completing this task.	No changes to RFP

87	Volume II	NEW	NEW	2. Proposal submitted by the Bidder shall prevail on all other documents of the same subject matter and Bidder will perform and provide its services and deliver the deliverables strictly in accordance with the terms of its Proposal only	No changes to RFP
88	Volume II	NEW	NEW	3. And if Purchaser does not incline to accept any changes suggested by the Bidder either in the Draft-Agreement/Proforma Contract given Purchaser or the PO/WO/LOI/Notification of Award issued by the Purchaser, then Bidder shall be allowed to withdraw its bid and the EMD or any other security given by it shall not be forfeited and shall be returned within the regular time prescribed under the RFP.	No changes to RFP
89	Volume II	NEW	NEW	4. If the Purchaser has a system of issuing Purchase Order (PO)/Work Order (WO)/Letter of Intent (LOI) then such PO/WO/LO issued by Purchaser shall not contain any unilateral terms and conditions or any legal terms and conditions. Such PO/WO/LOI shall in its content refer and apply the terms and conditions of the Proposal submitted by Bidder and the mutually accepted terms. Bidder is not obliged to accept a PO/WO/LOI which contains unilateral legal terms and conditions and contains those terms which are not mutually agreed or onerous. In such an event the EMD shall not be forfeited and Bidder cannot be penalized with penalties under any heading or on any account.	No changes to RFP
90	Volume III	1.1/7	“Agreement” means this agreement together with all the Schedules and the contents and the Proposal submitted by the Bidder and the specifications of all the volumes of the Request for Proposal (RFP) and in all the attached schedules and any addendums, corrigendum issued and shall include any	1. Proposal submitted by the Bidder which is accepted by the Client for consideration in awarding the contract shall form part of the Agreement because it contains the promise from the Bidder about its understanding of the requirements of project and about its planning of the execution of the project, which is accepted by the Client.	No changes to RFP



91	Volume III	1.1/7	issued and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of this Agreement. In the event of a conflict between this Agreement and the Schedules, the terms of the	RFP might be requiring many more requirements than those promised by the Bidder in its Proposal. But the concrete promise by the Bidder is in the Proposal submitted by it. Hence Bidder's performance need to be evaluated and judged based on its proposal which is accepted by the Client.	No changes to RFP
92	Volume III	7/1.1	<b>"Confidential Information"</b> means any and all information relating to the Project including Project Data (whether in written, oral, electronic or other format. If disclosed orally it need to be identified as "Confidential" while disclosing and need to be reduced into writing and need to be communicated to the receiving party within 15 days of such disclosure.) which relates to the technical, financial and products, developments, operations, processes, data, trade secrets, designs, drawings, formulae, business strategies, flowcharts, know-how and information relating to the personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party to be confidential from Client(whether a Party to this Agreement or to the SLA) in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the SLA.	Information disclosed orally need to be reduced into writing for clarity in understanding between the parties and for record and evidentiary purposes.	No changes to RFP
93	Volume III	1.1/8	<b>"Deliverables"</b> means the products, infrastructure and services agreed to be delivered by the Implementing Agency.	1. Proposal submitted by the Bidder contains the details of the deliverables which the bidder is promising to deliver.	No changes to RFP

94	Volume III	1.1/8	Implementing Agency, in pursuance of the agreement as defined more elaborately in the Proposal submitted by the Bidder in response to the RFP, <del>Implementation and the Maintenance</del>	2. Source code of Bidder proprietary products or of third party owners or OEM which are used in providing the services under this Agreement are not deliverables and shall not be shared or escrowed.	No changes to RFP
95	Volume III	1.1/10	<b>"Project Data / Data"</b> shall mean the data and information provided to it by Trust or collected by the Implementing Agency for providing the Services, data generated out of the Project operations and transactions, documents and related information including but not restricted to user data which the Implementing Agency obtains, possesses or processes in the context of providing the Services to the Stakeholders pursuant to this Agreement and include all modifications, enhancements and derivative works of such data which is in the control of Implementing Agency	Project Data is the data in control of the Implementing Agency which is handed over to it by Trust.	No changes to RFP
96	Volume III	1.1/10	<b>"Project Implementation Unit (PMU)"</b> shall be constituted by Nodal Agency to monitor the activities, deliverables and progress of the Project. PMU will comprise of the staff members of the Trust, other officials from concerned department, officials of the Bidder and external experts (as defined in the RFP);	Membership of the officers of the bidder is necessary for proper implementation, interpretation and execution of the Project.	Service Provider will be a member in the committees

97	Volume III	1.1/10	<p><b>“Project Implementation”</b> means the services required to be delivered by the Implementing Agency for successful and comprehensive implementation of Dr.NTRVS application as per the testing standards and acceptance criteria prescribed in the Proposal submitted by the bidder in response to the Section of Volume I of the RFP at all other locations as specified in Vol 1 and all additional facilities assigned;</p>	<p>Proposal submitted by the bidder contains the details of the processes which the bidder is promising to follow to deliver the services under this Agreement.</p>	<p>No changes to RFP</p>
98	Volume III	1.1/11	<p><b>“Transition Phase and/or Transition Period”</b> Transition Phase shall mean the transitioning of the Dr. NTRVS application services to the Replacement SP as per the mutually agreed transition plan and parameters in order to provide continued maintenance &amp; operations Services. Transition Period shall mean the following</p> <p>i) In case of the expiry of the Agreement, Transition Period shall mean the period which shall begin six months prior to the expiry of this Agreement; and In case of termination of Agreement, Transition Period shall mean the post termination period till the time exit management services are executed as per the mutually agreed transition plan and parameters.</p>	<p>The abstract words such as “to the satisfaction of the Trust” or “ as required by the Project” or “that are needed for successful execution” need to be deleted as they are ambiguous and are capable of individual interpretations by the parties herein.</p>	<p>No changes to RFP</p>
		1.5/14&15	<p><b>1.5 Priority of documents</b> The following documents shall be deemed to form and be read and construed as part of the Agreement.</p>	<p>Proposal submitted by the Bidder contains the promise accepted by the Client and shall be part of the Agreement and also should precede any other document in case of any ambiguity in its the</p>	

99	Volume III		<p>a. This Agreement and all the attached Schedules and the Proposal(Technical and Commercial) Dt:xx/xx/xxxx submitted by the Bidder in response to the RFP</p> <p>i. Further in case of conflict between RFP document, as amended, and proposal of Implementing Agency, the provisions mentioned in the Proposal submitted by the Bidder shall prevail over RFP document, its annexures, addenda and pre-bid clarifications issued for the RFP in relation to the offering made by the Bidder.</p>	<p>interpretation of the promise made by the Bidder relating to the RFP and Project.</p>	<p>No changes to RFP</p>
100	Volume III	2.2/16	<p><b>2.1. Interpretation of the Scope of Work</b></p> <p>a. C. PMU retains the right of the final say in the interpretation of the scope of the Project. The possible variations to the processes from the way they are specified in the scope of work should not be considered as deviations or extensions to the original process specifications.</p>	<p>1. PMU containing the equal membership from all stake holders including the Bidder, is the appropriate authority to interpret and adjudicate in matters of ambiguity concerning the RFP terms.</p>	<p>Service Provider will be a member in the committees</p>

101	Volume III	2.2/16	<p>b. D. Sign-off on the deliverables by the Trust does necessarily indicate the complete approval of the deliverables. All the responsibilities with respect to operations and maintenance of the existing applications, infrastructure or as specifically mentioned in the Proposal of the Implementing Agency accepted by the Client will be the responsibility of the Implementing Agency. Any gap that is found in a deliverable with respect to the above, even after the sign-off, which are not originated due to reasons attributable to Trust, its agencies, employees etc will have to be addressed by the Implementing Agency without any additional cost to the Trust.</p>	<p>2. sign-off is a mechanism to put a logical end to the given processes and if such a process is not conclusive then it is difficult for moving forward in the project execution.</p>	No changes to RFP
102	Volume III	3.1/17	<p><b>3.1. General</b>  This Agreement shall come into effect on [ Please Insert] (hereinafter the 'Effective Date') and shall continue till [Please insert the number of years] years from the Go-Live Date (" Term"). Subject to timely fulfilment of their respective obligation by the parties herein, Time shall be the essence of this Agreement as well as for the SLA. TheTrust has the option to extend the Agreement. The decision on the extension will be taken exclusively by Trust subject to acceptance of the same by the Implementation Agency.</p>	<p>Time to be essence of the contract need to be based on timely fulfilment of respective obligations by both the parties.</p>	No changes to RFP

103	Volume III	4.4(b)/19	b. For the avoidance of doubt, it is expressly clarified that any such extension of time may involve imposition of penalties on the Implementing Agency for its sole and direct role linked to the delay in fulfilling the Conditions Precedent.	Bidder shall be liable for penalties only in case such delays or failures are caused by it.	No changes to RFP
104	Volume III	4.5(d)/19	d. Instead of terminating this Agreement as provided in Article 14, the Parties may mutually agree in writing to extend the time for fulfilling the Conditions Precedent and the Term. It is further clarified that any such extension of time shall be subject to imposition of penalties on SP for its sole and direct role linked to the delay in fulfilling the Conditions Precedent.	Bidder shall be liable for penalties only in case such delays or failures are caused by it.	No changes to RFP
105	Volume III	4.6(c)/20	c. Instead of terminating this Agreement as provided above, the Trust may extend the time for fulfilling the Conditions Precedent and the milestones set out in this Agreement. It is clarified that any extension of time maybe subject to imposition of agreed liquidated damages on the Implementing Agency direct and sole role linked to the delay in achieving the	Bidder shall be liable for penalties only in case such delays or failures are caused by it.	No changes to RFP
		To be added to 5.1/21	<p><b>NEW CLAUSE TO BE ADDED TO CI-5.1</b></p> <p>Implementing Agency will be relieved of failures to comply with critical service levels or any other performance measures under this Agreement, and Implementing Agency will not be in breach and will not suffer any liability therefore, to the extent that such failure results from:</p>	These are the standard exceptions to the SLA Agreement for service level failuires.	

i) a Force Majeure Event;
ii) delay or failure of Trust or Trust representatives or agents to perform Trust Responsibilities or tasks or obligations identified under this Agreement as Trust responsibility, that materially adversely impacts Implementing Agency' ability to comply with applicable Service Levels or any other performance measures or obligations of Implementing Agency;
iii) prioritization of tasks, reallocation or resources among different projects, or reduction of resources for a project requested by Trust to the extent that Trust agrees to relieve Implementing Agency of its obligation to achieve Critical Service Levels or any other performance measures thereby impacted;
iv) failures or problems resulting from network, Equipment, hardware, Software, data centers, and facilities problems for which Trust or its other supplier's have retained operational, maintenance or administrative responsibility;
v) failures or problems resulting from network, Equipment, Software, data centers, and facilities problems for which are not supported commercially by the Original Equipment Manufacturer (OEM);
vi) System architecture or configuration not sufficient to meet the Service Levels and Implementing Agency had informed the customer on such deficiencies and provided a suggestion to remediate it;

No changes to RFP

	Volume III		<p>vii) Any action or omission by Trust or Trust representatives or agents or Customers other suppliers which caused a service level breach, as <del>determined by a root cause analysis</del>;</p> <p>viii) Any breach of this Agreement by Trust that materially adversely impacts Implementing Agency's ability to <del>achieve the Service Levels</del>;</p> <p>ix) any third party dependency;</p> <p>x) any activities and/or outages <del>mutually agreed upon by the Parties</del>.</p> <p>In any case, there shall be an overall penalty cap under the Agreement and it shall be limited to one(1)% of the value of the delayed portion of the Contract.</p>		
		5.3/22	<p><b>NEW CLAUSE TO BE ADDED TO CLAUSE- 5.3</b></p> <p><b>ACCEPTANCE CRITERIA:</b></p>	Need to add the process and mechanism to ensure timely execution of the project and for timely acceptance of deliverables and certifications	



Each Deliverable delivered by Implementing Agency which is subject to the mutually agreed acceptance criteria shall be reviewed and accepted by Trust within a period of five days from the date of delivery. The review comments shall be provided within a period of five working days from the date of delivery. All Deliverables will be deemed accepted by Trust on successful closure of all review comments, whereupon Trust shall provide the sign-off letter to Implementing Agency. However, if Trust does not provide any review comments within the above mentioned period of five days, then notwithstanding anything contained herein, the Deliverables shall be deemed to be unconditionally and absolutely accepted by Trust at the end of the fifth day allotted for provision of such review comments, whether Trust provides such sign-off letter to Implementing Agency or not and Implementing Agency shall be entitled to receive the charges due on acceptance. The Deliverables shall also be deemed to be accepted by the Trust in case of commercial utilization of the Deliverables by the Trust.

connected to it.

No changes to RFP

	Volume III		<p>All costs and expenses of correction and resubmission of the Deliverables shall be to the account of Implementing Agency if the defects or non conformities are due to any reasons attributable to Implementing Agency. In all other cases, Implementing Agency shall be granted additional time for completing the work to be mutually agreed to between the parties and shall also be reimbursed of all additional charges, costs and expenses if any incurred by complying with the requirements of this clause.</p>		
108	Volume III	6.1(xv)/23	<p>xv. it agrees and undertakes to observe, adhere to, abide by, comply with all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them pursuant to the Project and shall indemnify, keep indemnified, hold harmless, defend and protect the Trust and its officers arising due to failure or omission on its part to do so against all suits, actions, claims filed against the Trust or its officer that may occur or arise for any default or failure on Implementing Agency its part to conform or comply with the above and all other statutory obligations arising there-from</p>	<p>Implementing Agency failure for its part to conform or comply shall be directly related to it and also protection is offered against suits and actions against Trust.</p>	<p>No changes to RFP</p>

109	Volume III	6.1(xxx)28	i. Xxx. It will fulfil its entire obligations as proposed by it in its Proposal submitted in response to the RFP and the Agreement in pursuant to the Project.	Proposal submitted by the implementing Agency contains its full understanding of the work to be performed and the deliverables to be delivered with in its competency, skills and planning. Hence the proposal submitted by the Implementing agency shall be the base the document to judge its actions or inactions in the performance of its part under this Agreement.	No changes to RFP
110		28/xxxi	<p>xxx. SP's infrastructure</p> <p>a. a. SP warrants that it has sized the necessary compute, memory, storage and all software and submitted its Proposal containing all specifications and details (including all required licenses) based on information provided by the Trust in its RFP document and in accordance with the Service Level requirements and the specifications provided and assure the Trust that the sizing is for all the functionality envisaged in the Proposal submitted by its in response to the RFP document.</p> <p>b. b. SP warrants that the provisioned storage (primary and backup) at the Data Centre and Disaster Recovery Site as per its sizing will be sufficient to meet the mutually agreed Project's requirements as set in its Proposal.</p> <p>c. c. SP warrants that it shall monitor, maintain, and comply with the service levels stated in the RFP to provide quality service to the Trust.</p>	Proposal submitted by the Implementing Agency contains its full understanding of the work to be performed and the deliverables to be delivered with in its competency, skills and planning. Hence the proposal submitted by the Implementing agency shall be the base the document to judge its actions or inactions in the performance of its part under this Agreement.	No changes to RFP

	Volume III		<p>d. d. SP warrants that any augmentation of the proposed solution or storage or sizing of any of the proposed solutions (software, hardware) or resources in order to meet the requirements and/or the requisite Service Level requirements given by the Trust will be carried out at an additional cost to the Trust following the Change Control Procedure.</p>		
		6.1/NEW	<p><b>NEW CLAUSE TO BE ADDED AT THE END OF CLAUSE-6.1</b>  (a) This warranty shall be for a period of three (3) months from the date of issue of sign-off letter or from the date of deemed acceptance as may be applicable and whichever is earlier.</p>	<p>Need to include the warranty period promised by the implementing agency along with the Standard disclaimer of warranties and standard exceptions to the warranty clause.</p>	

(b) Implementing Agency shall have no liability in the case of breach of the above warranties due to (i) use of the Deliverables on any environment (hardware or software) other than the environment recommended or approved by Implementing Agency, (ii) the combination, operation, or use of some or all of the Deliverables with information, software, specifications, instructions, data, or materials not approved by Implementing Agency; (iii) the Deliverables having been tampered with, altered or modified by Trust without the written permission of Implementing Agency or (iv) use of the Deliverables otherwise than in terms of the relevant documentation. In case of breach of this warranty, Trust's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of the affected Deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the project fees allocable to that portion of the Deliverable will be due to Trust if already paid by Trust.

No changes to RFP

			<p>(c) THE WARRANTIES PROVIDED HEREIN ABOVE BY Implementing Agency ARE IN LIEU OF ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THAT OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE IS SPECIFICALLY DISCLAIMED BY Implementing Agency.</p> <p>Notwithstanding anything contained in this Agreement, with respect to any third party software or component including equipments (irrespective of whether procured by Implementing Agency or by Trust), the warranties, representations, indemnities and other license terms and conditions provided by the concerned third party shall apply and prevail over any other terms containing this Agreement on this subject matter.</p>	
	Volume III			
		Jul.17	<p><b>ARTICLE 7: OBLIGATIONS OF TRUST OR ITS NOMINATED AGENCIES</b></p> <p>e. Trust and its Nominated Agencies responsibility in relation to its Data: Trust understands that it being the Data Owner has duties and certain responsibilities to upkeep, take back up and safeguard their Data.</p>	Need to add the obligations of Trust towards the Data management.

i) The Implementing Agency shall follow its archiving procedures for Trust Data. In the event of any loss or damage to Trust Data, the Trust sole and exclusive remedy shall be for the Implementing Agency to use reasonable commercial endeavors to restore the lost or damaged Trust Data from the latest back-up of such Trust Data maintained by the Implementing Agency.

ii) The Implementing Agency shall not be responsible for any loss, destruction, alteration or disclosure of Trust Data caused by any third party (except those third parties sub-contracted by the Implementing Agency to perform services related to Trust Data maintenance and back-up).

iii) If the Implementing Agency processes any personal data on the Trust behalf when performing its ~~obligations under this agreement:~~

(a) the Trust acknowledges and agrees that the personal data may be transferred or stored outside its office or the country where the Trust and the Authorised Users are located in order to carry out the Services and the Implementing Agency's other ~~obligations under this agreement.~~

(b) the Trust shall ensure that the Trust is entitled to transfer the relevant personal data to the Implementing Agency so that the Implementing Agency may lawfully use, process and transfer the personal data in accordance with this agreement on the ~~Trust behalf.~~

No changes to RFP

			(c) the Trust shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;		
			and		
			(e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.		
	Volume III				
113		Aug.32	<b>ARTICLE 8. OBLIGATIONS OF THE IMPLEMENTING AGENCY</b>	1. The information about standards to be followed need to be very specific and cannot be in generic manner.	No changes to RFP
	Volume III		a. It shall provide to the Trustor its nominated agencies, the Deliverables as set out in Schedule I of this Agreement.		
114			b. It shall perform the Services as set out in ARTICLE 2 of this Agreement and in a good and workmanlike manner commensurate with industry and technical standards as promised in its Proposal and so as to comply with the applicable Service Levels set out with this Agreement.	2. Proposal submitted by the Bidder contains the specific details of standards to be followed	No changes to RFP
	Volume III				
		Sep.33	<b>a. ARTICLE 9.APPROVALS AND REQUIRED CONSENTS</b>	The obligation of getting the Approvals required under the applicable laws for respective part will be	



115	Volume III		<p>b. The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Required Consents") necessary for the Implementing Agency to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs under the applicable law.</p>	<p>on the respective parties responsible for obtaining it under the applicable law.</p>	<p>No changes to RFP</p>
116		10.1/34	<p><b>10.1. Trust's Assets:</b></p> <p>a. the Trust will be the sole and exclusive owner of the following:</p> <p>i. All supplied assets owned by the Trust as of the Effective Date;</p> <p>ii. All assets acquired by the Trust from Third Parties after the Effective Date;</p> <p>iii. All assets developed by the Trust after the Effective Date;</p> <p>iv. All assets developed by the SP or its subcontractors (including assets jointly developed with the Trust) specifically for Trust under the Agreement, including foreign intellectual property rights in such assets and all modifications, enhancements, and derivative works of</p>	<p>1. Ownership of the Trust on the assets will be on those which are specifically developed for Trust basing on the proprietary data of Trust. 2. However Ownership of the proprietary material of the Bidder or of any third party owner or OEM which are used to provide the services hereunder shall remain with the respective owners.</p>	<p>No changes to RFP</p>

	Volume III		<p>b. The Trust will grant to the SP a limited, royalty free, non-exclusive license during the Term to use, operate, access, copy, maintain, modify, enhance, and create derivative works of the Trust assets for the sole purpose of providing the Services under this Agreement.</p> <p>c. The SP may not use the Trust's Assets for any other purpose, and may not sublicense any rights with respect to the Trust's Assets, except to SP Subcontractors who will need rights to such assets to provide the Services, without the Trust's prior written consent.</p> <p>d. The SP will cease use of the Trust assets upon expiration or termination of the Agreement.</p>		
117	Volume III	10.5/36,37,38	<p><b>10.5 Assets for exclusive use of the Trust</b></p> <p>This clause is applicable only for developed by the SP or its subcontractors (including assets jointly developed with the Trust) specifically for Trust under this Agreement for the exclusive use of the Trust.</p>	<p>1. Ownership of the Trust on the assets will be on those which are specifically developed for Trust basing on the proprietary data of Trust. 2. However Ownership of the proprietary material of the Bidder or of any third party owner or OEM which are used to provide the services hereunder shall remain with the respective owners.</p>	No changes to RFP
118	Volume III		<p>a. All the software licenses, hardware, networking components bought for the purpose of the Project and deployed for the Project are the assets bought for the Trust and the ownership of which shall remain with the respective owners/licensor's;</p>	<p>3. This clause need to contain the Standard license exclusions.</p>	No changes to RFP

119	Volume III	10.6/38	<p>10.6 Shared Assets a. This includes the assets provided to the Trust and/or Replacement SP by the SP during the course of its performance under this Agreement, the SLA in which SP retains the rights to but grants to the Trust, subject to the foregoing provisions of this schedule a worldwide, perpetual, non-exclusive, paid-up right and license to the Deliverables including the right to use, copy, modify (or have modified), transport to the Trust and/or Replacement SP at the locations provided by the Trust, and prepare from them, use and copy derivative works for the benefit of and internal use of the Trust and/or Replacement SP solely in conjunction with the usage of the Deliverables and as part of the Deliverables. If the SP proceeds to apply for, or assign to any third party, any patent rights relating to such Deliverables, the SP will ensure that the Trust's and/or Replacement SP's rights as provided herein are preserved.</p>	1. License granted cannot be irrevocable	No changes to RFP
120	Volume III		<p>b. SP will endeavor that if the third party contracts have a process for its other customers for any of the shared assets then they will extend such kind of access to the Trust or its nominees for the purpose of audit as per their policies.</p>	2. Implementing agency will put its commercially reasonable endeavors to protect Trust's interests.	No changes to RFP
		10.7/39	<b>10.7 The Assets of SP for own use</b>	Assets kept in the premises of trust need to be protected by trust.	

121	Volume III		<p>SP will keep a register of all the assets brought into the Trust Area and inform the Trust or its designated agency of this movement.</p>		No changes to RFP
122	Volume III	10.12/40	<p>c. It is the responsibility of Trust to ensure the safety, security and up keeping of the physical assets brought into the TrustArea.</p>	<p>a. These are remote and consequential damages or losses which implementing agency is not liable for.</p>	No changes to RFP
123	Volume III	13.1/42	<p>13.1 Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Trustshall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Implementing Agency performance of any obligations under this Agreement or the SLA) other than those covered in Schedule IV of this Agreement. .</p>	<p>The proposal/Bid is prepared basing on the direct costs and not for ancillary and remote costs and all those shall be charged extra to the Trust(at the relevant point of time, if need be)</p>	No changes to RFP
		13.2(e)/44	<p>13.2(e)The Trust shall be entitled to delay or withhold part of the payment of any invoice which is under a dispute. The withheld amount shall be limited to that which is the disputed amount. The disputed amount shall be referred to the escalation procedure as set out in Schedule VIII of this Agreement. Any exercise by the Trust under this Clause shall not entitle the Implementing Agency to delay or withhold provision of the Services.</p>	<p>Need to include the procedure and mechanism to ensure timely payments and to protect the interests of both the parties for late payments.</p>	

124	Volume III		<p>In the event that Trust disputes, Trust shall notify Implementing Agency reasons for disputing any amount within fifteen (15) days after receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. If no dispute, substantiated in writing, is made by Trust within a period of fifteen (15) days of having received that invoice about any inaccuracy or any defect in the invoice, each such invoice shall be deemed to have been accepted as correct by the Trust. Any such dispute shall not relieve Trust from paying when due any undisputed portion of the invoice. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Trust to the Implementing Agency and the Implementing Agency shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Implementing Agency also reserves the right to withhold the</p>		No changes to RFP
		14/47-New	<p>New Clause to be inserted under Article 14  Termination by Implementing Agency:  Implementing Agency may terminate the Contract if</p>	The termination right fo the Implementing agency need to be added.	

125	Volume III		<p>i) there is large delay in finalizing the requirement specifications by Trust or</p> <p>ii) Trust failure to give acceptance of deliverables in mutually agreed time schedules or</p> <p>iii) non-payment of dues and receivables by Trust to Implementing Agency or</p> <p>iv) failure or breach by Trust any of its responsibilities under the Contract</p> <p>If Implementing Agency issues the termination notice then Trust shall pay all the payments that are due to Implementing Agency as of the termination date stated in the notice, including those for the work completed or in progress as on the date of termination.</p>		No changes to RFP
126	Volume III	14.5 /48		Force Majeure is the universal exception for performance failure or delay and no security given by the Implementing agency can be forfeited in such scenario.	No changes to RFP
127	Volume III	14.5(c)/48	During Termination Period, SP shall, subject to where applicable to the provisions of this Article, continue to perform its obligations under this Agreement including and not limited to co-operation and co-ordination with Replacement SP pursuant to Schedule VI of this Agreement, Even on termination of this Agreement, SP will be responsible for the continuity of the services during the Transition Period.	Implementing agency is not liable for any indirect, incidental or consequential loss or damage of profit or business.	No changes to RFP

128	Volume III	15.1/50	<p><b>15.1.</b> Subject to Clause (15.2) below, Implementing Agency (the "Indemnifying Party") undertakes to indemnify the Trust (the "Indemnified Party") from and against claims any third-party suit, proceeding, to the extent based on allegation that the Services or Deliverables as provided to Trust by Implementing Agency and the use thereof by Trust as contemplated in the Agreement constitutes an infringement of or misappropriation of the copyright, patent, trademark or trade secret rights of any third party attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay costs or damages that may be finally awarded by the courts against Indemnified Party. Indemnifying Party will not indemnify</p>	1. Deleted content is not relevant for the subject matter of the clause.	No changes to RFP
129	Volume III	15.1/50	15.2 The indemnities set out in Clause (15.1) above shall be subject to the following conditions:	2. standard indemnity provisions need to be incorporated.	No changes to RFP

130	Volume III	15.1/50	a. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; and gives the indemnifying party the right to have sole control over the defense and settlement negotiations; and does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim	3. it is only costs and not the losses that are covered under indemnity.	No changes to RFP
131	Volume III	15.1/50	a. c. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be		No changes to RFP
132	Volume III	15.3/51	<b>15.3 Limitation of Liability</b>	1. The overall liability of the Implementing Agency arising under the agreement shall be limited to the fees received by it from Trust in preceding 12 months before the claim.	No changes to RFP



133	Volume III	15.3/51	<p>a. a) The liability of Implementing Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed actually received by Implementing Agency from Trust for the services rendered by it that gives rise to such liability during the twelve month period immediately preceding such claim . The liability cap given under this Clause 15.3 shall not be applicable to the indemnification obligations set out in Clause 15.1 and breach of Clause 25.5 and Article 17.</p>	<p>2. Neither party shall be liable for any kind of indirect liabilities.</p>	<p>No changes to RFP</p>
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134	Volume III	17.3/57	17.3 Without limiting the generality of the "Confidential Information" as defined in Article I, Confidential Information shall mean and include any information disclosed in writing such as data, analysis, compilations, notes, extracts, materials, reports, designs, specifications, graphs, plans, charts, studies, memoranda or other documents, or materials relating to the Software, the modules, the Program Documentation, the Source Codes, the object codes and all Enhancements and Updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal Documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, Projects, technology, finances (including revenue projections, cost summaries, pricing formulae), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or	1. information disclosed shall be in writing	No changes to RFP
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135	Volume III	18(b)(e)/59	b. Additionally, SP shall upon prior written intimation by the Trust provide the Trust personnel or the authorized representatives of the Trust access to the SP's Project Assets/the project facilities (including Cloud Service Provider's Facilities) and documents for inspection and review of operations and also to ascertain compliance with any of the requirements under this Agreement.	Written intimation is needed for evidentiary purposes.	No changes to RFP
		18(b)(e)/59	e. SP agrees to provide the Trust access to various monitoring and performance measurement systems (both manual and automated). The Trust has the right to get the monitoring and performance measurement systems (both manual and automated) audited with prior written approval / and prior written notice to SP.		
		19/60&61	<b>ARTICLE 19. INTELLECTUAL PROPERTY RIGHTS</b> <b>19.1. Products and fixes</b>	Standard language for IPR infringement and procedure need to be included.	

All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Implementing Agency would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to the Trust for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

**19.2. Bespoke development**

Subject to the provisions of Clause 19.3 and 19.4 below, upon payment, the IPR rights for any bespoke development done specifically for Trust under this Agreement during the implementation of the Project will lie with the Trust. Implementing Agency shall be entitled to a broad license back in the bespoke development for its internal usage and other e- governance projects.

**19.3. Pre-existing work**

All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely in conjunction with the usage of deliverables and as part of such deliverables for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Implementing Agency should grant the Trust a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to the Trust as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of

The foregoing license does not authorize Trust to (a) separate Implementing Agency Pre-Existing IP from the Deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Implementing Agency Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Implementing Agency, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Implementing Agency Pre-Existing IP.

**19.4. Residuals**

No changes to RFP

In no event shall Implementing Agency be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Implementing Agency shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used, gained and retained in the unaided human memory of its personnel in the course of providing the Services; except to the extent such use infringes the intellectual property rights of the other Party or Third Parties or breaches its confidentiality or other obligations under the Agreement or other agreements with the other Party or Third Parties.



Provisions for Indemnification A party shall not be entitled to seek any indemnification from the other party unless such party provides the other party with (i) prompt written notice of any claim, demand or action for which such party is seeking or may seek indemnification hereunder and gives the indemnifying party the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the indemnifying party in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the other party, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of,

	Volume III		Trust will defend, indemnify and hold harmless the Implementing Agency, applicable Implementing Agency affiliates (“Implementing Agency Indemnified Party”) from and against any third party suit, proceedings damages, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any Trust materials provided to Implementing Agency by or on behalf of Trust or the access and use by Implementing Agency of any Trust provided software or material in connection with Implementing Agency’s performance of Services hereunder without breaching the terms of this Agreement.	
137	Volume III	20/63	<b>20.1. Standard:</b>	Warranty test is done at the time of handing over to the client basing on the test data given by Client and the ensuing result is final.
				No changes to RFP

138	Volume III		<p>The Implementing Agency warrants that the Project, including all the system(s) and other Services provided, that as delivered by Implementing Agency and at the time of acceptance by Trust, each Deliverable provided pursuant to this Agreement will conform to its corresponding specifications. . If the Vendor is in breach of the warranties in respect of a given Deliverable due to reasons solely attributable to the Vendor, then the Vendor shall, at its own cost, re-perform such Deliverables as are necessary to rectify that breach or replace the Deliverables that provides substantially similar functionality and then re-submit that Deliverables., the Implementing Agency shall promptly, in consultation and agreement with Trust, and at the Implementing Agency's sole cost repair, replace, or otherwise make good (as the Implementing Agency shall, at its discretion, determine) such Deliverable to meet its corresponding specifications.. Any Deliverable that has been replaced by the Implementing Agency shall remain the property of the Implementing Agency</p>	<p>There are no implied warranties given by a party.</p>	<p>No changes to RFP</p>
139	Volume III	21/64	<p><b>ARTICLE 21. LIQUIDATED DAMAGES</b></p>	<p>1. Implementing agency is responsible if delay is caused for its direct involvement .</p>	<p>No changes to RFP</p>

140	Volume III		<p>Subject to timely fulfillment of corresponding obligations under the Agreement by each party, Time is the essence of the Agreement and the delivery dates are binding on the Implementing Agency. In the event of delay or any gross negligence or failure to submit the Guarantees and Documents and supply &amp; implement the solution as per schedule specified, for causes solely and directly attributable to the Implementing Agency, in meeting the deliverables, the Trust shall be entitled at its option to recover from the Implementing Agency as agreed, liquidated damages, a sum of 0.5% of the contract price of the corresponding milestone payment of the delayed / undelivered services for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 5% of the value of corresponding milestone payment of the delayed / undelivered services. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to the Trust under the contract and law. However liquidated damages will not be claimed for the</p>	<p>2. Upper cap for LD under this clause need to be reduced to 5% of sum of the delayed portion of the corresponding milestone value.</p>	<p>No changes to RFP</p>
141	Volume III	22/65	Article-22-Escrow Agreement	For Saas based model services Escrow is not applicable.	<p>No changes to RFP</p>

142	Volume III	23/67	Artile-23-Insurance Cover	On 23.1.a.iv- As Workers compensation insurance is not mandatory in India, request the Trust to waive this clause. However, please accept compliance with all legal requirements under PF, ESI, Retirement benefits and also health and accident insurance coverage for employees	No changes to RFP
		25/69	<p><b>ARTICLE 25: INFORMATION SECURITY AND AUDIT RIGHTS</b></p> <p>New Clause to be added:</p> <p>i. Trust and its Nominated Agencies responsibility in relation to its Data:</p> <p>Trust understands that it being the Data Owner has duties and certain responsibilities to upkeep, take back up and safeguard their Data.</p> <p>i) The Implementing Agency shall follow its archiving procedures for Trust Data. In the event of any loss or damage to Trust Data, the Trust sole and exclusive remedy shall be for the Implementing Agency to use reasonable commercial endeavours to restore the lost or damaged Trust Data from the latest back-up of such Trust Data maintained by the Implementing Agency.</p> <p>ii) The Implementing Agency shall not be responsible for any loss, destruction, alteration or disclosure of Trust Data caused by any third party (except those third parties sub-contracted by the Implementing Agency to perform services related to Trust Data maintenance and back-up).</p>	Obligations of the Trust in safeguarding data need to be included.	

iii) If the Implementing Agency processes any personal data on the Trust behalf when performing its obligations under this agreement:

(a) the Trust acknowledges and agrees that the personal data may be transferred or stored outside its office or the country where the Trust and the Authorised Users are located in order to carry out the Services and the Implementing Agency's other obligations under this agreement;

(b) the Trust shall ensure that the Trust is entitled to transfer the relevant personal data to the Implementing Agency so that the Implementing Agency may lawfully use, process and transfer the personal data in accordance with this agreement on the Trust behalf;

(c) the Trust shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

and

(e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

No changes to RFP

144	Volume III	27.1(c)/75	<p>a. In the event that Trustand Implementing Agency identify any personnel of Implementing Agency as “Key Personnel”, then the Implementing Agency shall not remove such personnel from the Project without the prior written consent of Trustor its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to death, disability, resignation, termination, medical leave, etc.</p>	Standard exceptions for change in implementing agency personnel.	Refer to Section 13.3 ( c) of Volume III
145	Volume III	27.4/76	<p><b>27.1. Assignment</b></p> <p>a. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of a party and their respective successors and permitted assigns</p> <p>b. Subject to Clause 5.2, a party shall not be permitted to assign its rights and obligations under this Agreement to any third party</p> <p>c. A Party may assign or novate all or any part of this Agreement and Schedules/Annexures, and the other party shall be a party to such</p>	This clause shall be mutual	No changes to RFP
		27.5/77	<b>27.5 Specific Performance.</b>	This clause shall be mutual	

146	Volume III		Both Parties acknowledges and agrees that the other party t would suffer irreparable loss and damage in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, Parties agrees that the oether party shall be entitled to an injunction or such other equitable relief with notice to other party to prevent any breach of the provisions of this Agreement and to enforce this Agreement specifically and the terms and provisions hereof in any action instituted in any court having jurisdiction over the Parties and the matter, in addition to any other remedy to which other party may be entitled, at law or in equity.		No changes to RFP
147	Volume III	27.7(d)/78	d. Any such notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above and upon production of the acknowledgement of receipt or if sent by fax,provided the copy fax is accompanied by a confirmation of transmission,. In any case Proof of acknowledgement of receipt is necessary.	Proof of acknowledgement of receipt shall be conclusive evidence of receipt of a notice.	No changes to RFP



148	Volume III	27.14(b)/79	b) If there is any aspect of the Project not covered by any of the provisions of this Agreement, then and only in that event, reference may be made by the Parties to the Proposal/bid documents submitted by the Implementing Agency , inter alia including the clauses and materials of all the specifications, terms and conditions of RFP, issued by the Trust and also including the addendums, clarifications given in writing in the pre-bid meetings and the submissions of SP and the bid submitted by SP. In case of any contradictions in the terms of this Agreement and any such other bid documents as referred to above, the terms of this Agreement and the Porposal submitted by the Implementing agency shall prevail.	Proposal submitted by the Implementing agency contains its promise, understanding, capability, planning methodology hence it is an offering which if accepted by the client will become the contract.	No changes to RFP
149	Volume III	27.14/80	c. This Agreement, including all documents incorporated herein by reference, constitutes the complete and final agreement between the Trust and SP with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, written or oral understandings and agreements, between the Parties regarding such subject matter. 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.	Standard language of the entire agreement clause.	No changes to RFP
		<b>Schedule-IV/87</b>	<b>SCHEDULE – IV:TERMS OF PAYMENT</b>	New Clause : In the event that Trust disputes, Trust shall notify Implementing Agency reasons for disputing any amount within fifteen (15) days after	

150	Volume III			<p>receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. If no dispute, substantiated in writing, is made by Trust within a period of fifteen (15) days of having received that invoice about any inaccuracy or any defect in the invoice, each such invoice shall be deemed to have been accepted as correct by the Trust. Any such dispute shall not relieve Trust from paying when due any undisputed portion of the invoice. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Trust to the Implementing Agency and the Implementing Agency shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Implementing Agency also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Trust and any such withholding by the Implementing Agency shall not be treated as breach by it of the provisions of this Agreement.</p>	No changes to RFP
151	Volume III	SLA/118	<b>SERVICE LEVEL AGREEMENT</b>	1. Standard exceptions to the SLA need to be included.	No changes to RFP
152	Volume III			2. cap on the liability under SLA need to be included	No changes to RFP
153	Volume III			<b>New Clause to be included</b>	No changes to RFP
	Volume III			Implementing Agency will be relieved of failures to comply with critical service levels or any other performance measures under this Agreement, and Implementing Agency will not be in breach and will not suffer any liability therefore, to the extent that such failure results from:	
	Volume III			<b>i) a Force Majeure Event;</b>	

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155	Volume III
156	Volume III
157	Volume III
158	Volume III
159	Volume III
160	Volume III
161	Volume III
162	Volume III

	ii) delay or failure of Trust or Trust representatives or agents to perform Trust Responsibilities or tasks or obligations identified under this Agreement as Trust responsibility, that materially adversely impacts Implementing Agency' ability to comply with applicable Service Levels or any other performance measures or obligations of Implementing Agency;	No changes to RFP
	iii) prioritization of tasks, reallocation or resources among different projects, or reduction of resources for a project requested by Trust to the extent that Trust agrees to relieve Implementing Agency of its obligation to achieve Critical Service Levels or any other performance measures thereby impacted;	No changes to RFP
	iv) failures or problems resulting from network, Equipment, hardware, Software, data centers, and facilities problems for which Trust or its other supplier's have retained operational, maintenance or administrative responsibility;	No changes to RFP
	v) failures or problems resulting from network, Equipment, Software, data centers, and facilities problems for which are not supported commercially by the Original Equipment Manufacturer (OEM);	No changes to RFP
	vi) System architecture or configuration not sufficient to meet the Service Levels and Implementing Agency had informed the customer on such deficiencies and provided a suggestion to remediate it;	No changes to RFP
	vii) Any action or omission by Trust or Trust representatives or agents or Customers other suppliers which caused a service level breach, as determined by a root cause analysis;	No changes to RFP
	viii) Any breach of this Agreement by Trust that materially adversely impacts Implementing Agency's ability to achieve the Service Levels;	No changes to RFP
	ix) any third party dependency;	No changes to RFP
	x) any activities and/or outages mutually agreed upon by the Parties.	No changes to RFP

163	Volume III			In any case, there shall be an overall penalty cap under the Agreement and it shall be limited to one(1)% of the value of the delayed portion of the Contract	No changes to RFP
164	Volume III	5(b)/126	<b>a. 5.(b).</b> Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party. If disclosure is made orally then such information need to be identified as confidential while making disclosure and subsequently need to be reduced into writing and communicated to the receiving party within 15 days of such	Content of the Oral disclosure need to be documented for record and evidentiary purposes.	No changes to RFP
165	Volume I	Volume I : 19. Tentative Specifications of the Equipment: - Page 55	Glucose and Hemoglobin	Please share the Project Timelines and Implementation Framework of Medical kits?	Medical KITs should be procured with in 45 days from the date contract signed date
166	Volume I	Volume I : 16. Scope of Work - Page 54	Project Timelines and Implementation Framework of Medical kits	Is this requirement part of Section A or Section B?	Vol 1- 16 is for SECTION B
167	Volume I	Volume I : 16. Scope of Work - Page 54	EHR	All EHR datas should be immediately send to cloud or at the end of the day can be pushed into the cloud?	Should be updated 4 times a day with 6 hours interval.
168	General	e-tender		How can Vendor submit for both services in e-tender?	Vendor should seek 2 logins one for Section A (IT Services) and one for Section B (EHR Services) and submit documents seperately for each section
169		20. Tentative Specifications of Tablets : Page-56	Processor 1.0 Ghz. or above	Recommended Quad Core 1.2 Ghz or better. Current generation and Industry standard available processor.	No changes to RFP
170		20. Tentative Specifications of Tablets : Page-56	RAM - 1 GB	Recommended 2 GB DDR. 1 GB too low for application . All vendors offer 2 GB	Refer Corrigendum 1

171		20. Tentative Specifications of Tablets : Page-56	Expandable storage through micro SD, Minimum 8 GB	64 GB Industry standard	No changes to RFP
172		20. Tentative Specifications of Tablets : Page-56	Camera Front facing Camera with VGA resolution	To add Rear camera 5MP with autofocus and LED flash Autofocus camera. Required in case the field user had to click photos. LED flash to click pictures in lowlight conditions.	Refer Corrigendum 1
173		20. Tentative Specifications of Tablets : Page-57	Screen 7" Capacitive touch screen with 4 fingers multi-touch and minimum 800x400 pixel resolution, 16 M Colors	Recommended 8" touch screen with 1280 x 800 resolution. Industry standard and larger screen for content consumption and data entry if any	No changes to RFP
174		20. Tentative Specifications of Tablets : Page-57	SIM - Full sized sim card slot	Recommended SIM SLOT- 4G with integrated Voice calling. Micro/Nano/standard Industry standard. All vendors provide minimum Micro SIM slot.	Refer Corrigendum 1
175		20. Tentative Specifications of Tablets : Page-57	Battery Min. Battery 3000 mAh, backup upto 180 minutes	Recommended 4500 mAh. All day battery back up of more than 8 hours	Refer Corrigendum 1
176		20. Tentative Specifications of Tablets : Page-57	GPRS/ EDGE mobile data	Recommended 4G SIM slot. Backward compatible with 3G and 2G.	Refer Corrigendum 1
177		20. Tentative Specifications of Tablets : Page-57	OS Android 5.1 Operating System or Above	Recommended Android Marshmallow Current software which will get upgraded to Nougat	No changes to RFP
178		20. Tentative Specifications of Tablets : Page-57	Safety and other standards compliance – CE certification/ RoHS certification	Recommended BIS, Energy star	No changes to RFP
179		20. Tentative Specifications of Tablets : Page-57	Full featured Web Browser	Recommended Standard Browser	No changes to RFP
180		Not Asked in the RFP	Benchmark : Not asked	Recommended Mobile XPRT 2013 – Performance rating 140 or more UX rating – 90 or more Web XPRT 2015 - 40 or more Full Disclosure report to be submitted by the bidder.	No changes to RFP

181	(Electronic Health Record Services) 16. Scope of Work : Page-54	xi. BMI	BMI calculation needs height measurement. It is assumed that it will be measured manually. (No specifications given for automatic measurement).	It can be manual or if there are any laser instrument(s) that can also be considered
182	(Electronic Health Record Services) 16. Scope of Work : Page-54	xi. BMI	Recommended to have three devices packed in one carry case to create integrated experience . 1. Vital sign monitor 2 . glucometer 3 . BMI machine.	The number of instruments should be presented in Bidders response.
183	Annexure 7.1: Technical Specifications of Cloud	Government of India approved Certificate Authorities to enable the Government Departments use the Digital Certificates / Digital Signatures.	Please specify further details on GOI approved Certificates	No changes to RFP
184	Annexure 7.1: Technical Specifications of Cloud	Cloud Resource Usage including increase / decrease in resources used during auto-scale	Can this clause be relaxed or made optional and made flexible for CSP	No changes to RFP
185	Attachment B to Annexure 7.1: Technical Specifications of Cloud 5.6. LAN / WAN Requirements Page 14 - Point 7	Provide infrastructure that is IPv6 compliant.	Can this clause be relaxed or made optional and made flexible for CSP as most of the CSP primarily provide IPv4	No changes to RFP
186	Attachment B to Annexure 7.1: Technical Specifications of Cloud 5.11. Security Requirements Page 22 - Point 8	Deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer.	Please specify further details on this .Is Application to be hosted in different server from DB ?	No changes to RFP

187	Attachment B to Annexure 7.1: Technical Specifications of Cloud Deployment Model Specific Requirements Page 5 - point 20	20. Shall leverage and share all network related security toolset which are in network flow However, host based security like IDS, PIM, FIM should be specific to Government Virtual Private Cloud.	Please share more details on the tools to be used .Couldnot locate this information in the tender	No changes to RFP
188	Attachment B to Annexure 7.1: Technical Specifications of Cloud Deployment Model Specific Requirements Page 5 - Point 21	Security toolset, except DDOS, shall be a dedicated installation of the tools / products for the Government Community Cloud. DDOS need not be a dedicated installation for the Government Community Cloud and may be deployed as a shared service.	Please share more details on the tools to be used .Couldnot locate this information in the tender	No changes to RFP
189	Attachment B to Annexure 7.1: Technical Specifications of Cloud 5.3.1. Service Provisioning Page 10 - Point 7	Make the Management Reports described in this RFP accessible via online interface. These reports shall be available for one year after being created.	Please sepcify the details on management reporting requirements	Existing reports are provided in RFP. For new reports, information will be provided during the due diligence stage
190	Attachment B to Annexure 7.1: Technical Specifications of Cloud 5.9. Virtual Machine Requirements Page 19 - Point 24	Provide capability to perform live migrations (ability to move running VM's) from one host to another.	Please specify the use case for this requirement .Is this requirement for patching /uggrading for application to avoid downtime?	Yes

191	Attachment B to Annexure 7.1: Technical Specifications of Cloud 5.11. Security Requirements Page 23 - Point 22	22. Shall be contractually subject to all GoI IT Security standards, policies, and reporting requirements. The CSP shall meet and comply with all GoI IT Security Policies and all applicable GoI standards and guidelines, other Government-wide laws and regulations for protection and security of Information Technology.	Please specify further details on Security standards	No changes to RFP.
192	Attachment B to Annexure 7.1: Technical Specifications of Cloud 5.11. Security Requirements Page 23 - Point 23	23. Shall generally and substantially and in good faith follow GoI guidelines and CERT-In and DeitY Security guidance. Where there are no procedural guides, use generally accepted industry best practices for IT security.	Any Specific best practices please specify	No changes to RFP
193	Attachment B to Annexure 7.1: Technical Specifications of Cloud 5.11. Security Requirements Page 23 - Point 25	Conduct regular independent third party assessments of the CSP's security controls to determine the extent to which security controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting security requirements and submit the results to DeitY and Government Department	Can Joint responsibility between CSP and SI/implementation partner be considered here .Please specify	Service Provider(s) shall support the third party in audits
194	Attachment B to Annexure 7.1: Technical Specifications of Cloud 5.11. Security Requirements Page 23 - Point 26	Provide an independent Security Assessment/Risk Assessment	Please specify the standards being considered for Assessment .	Service Provider shall support the third party in audits



195		Attachment B to Annexure 7.1: Technical Specifications of Cloud 5.11. Security Requirements Page 24 - Point 31	Shall provide vulnerability scan reports from Web Application, Database, and Operating System Scans. Scan results shall be managed and mitigated in Plans of Action.	In any scenario customer is in control of their Application environments including DB ,OS etc.So CSP cannot run any vulnerability tests .Customer ideally can run any security related tests/ auditing softwares etc .Can this clause be flexible .Please suggest	No changes to RFP
196		Attachment B to Annexure 7.1:	General	Can you please elaborate number of environment required for the analytical system ie DC,DR,test and dev	Should be as per standards with the objective of maximum availability.
197		Attachment B to Annexure 7.1:	General	Is High availability of system required. If yes what all environments need to be on HA architecture	Yes
198		Annexure 7.1: Solution Enhancements	Performance	What is the total data volume expected	Structured ~ 300 GB; Unstructured ~ 50 TB
199		Attachment B to Annexure 7.1:	Performance	What is the daily incremental data volume expected	Structured ~4 TB per month; Unstructured ~ 625 GB per month
200		Attachment B to Annexure 7.1:	General	Are you looking for the analytical solution which can be accessed on mobile and has complete off-line analytical solution which works both on Mobile and Desktop . Using desktop solution off-line the user can do complete analysis without need for server and has support features like support predictive algorithm's like (Forecast, Cluster, outlier, Trend lines etc.), Data Refresh, explore, blend data, and share an interactive story.	All solutions will be evaluated during technical evaluation

201	Volume I	Volume I : 17. Broad Specifications of the equipment of the Composite Medical Kit: - Page 54	RR (Respiration Rate)	Respiration Rate is not mentioned in the scope of work and but its mentioned in the DRNTRVST_Vol I final.pdf section 17 a. Should be capable to monitor NIBP, SpO2, RR and at least 3 leads ECG?	RR is in scope. Refer Corrigendum 2
202	Volume I	Volume I : 16. Scope of Work - Page 54	SPO2	Duration of the Spo2 waveform? Is it mandatory to display the plethysmograph wave form or is it fine to display the percentage of SPO2.? If so, Plethysmograph wave form should be live? or a over a period of a time?	30 sec after the flctuation level stabilizes. Both (plethysmograph wave form and percentage) should be captured. 30 sec after the flctuation level stabilizes.
203	Volume I	Volume I : 16. Scope of Work - Page 54	ECG	Duration of the ECG waveform? Intervals like PR interval, PR segment, QRS complex, ST segment and QT interval need to calculated?	Should be snapshot. Yes, all need to be calculated.
204	Volume I		RR (Respiration Rate)		Record should be calculated for 1 min (60 sec)