

Annexure-A

SNo	Vol./Anx No.	Pg. No		Content of RFP requiring clarification	Points of clarification required	Clarification Issued
1	Vol-II	9	Data sheet 2.6	Last date, time (deadline) and venue for receipt of proposals in response to this RFP notice through eProcurement portal - 17.08.2017, 2.00PM	Need 3 weeks time and of submission may changed to 31.08.2017	Last date & time for online bid submission is extended to - 23.08.2017, 2.00PM
2	Vol-II	9	Data sheet 2.7	Last date for sale of RFP	--	Last date for sale of RFP - 23.08.2017, 1.00pm (One hour before the scheduled Bid closing Date & Time).
3	Vol-II	9	Data sheet 2.8	Date and Time of submission of original copies of EMD (Physical Copy), tender document fee (Physical Copy) and 1 hard copies of Technical Proposal and One Softcopy to the O/o MD APTS - 17.08.2017, 2.30PM	Requested for permission so submit within 24 hours from the date of bid closing date & time.	1) Date and Time of submission of original copies of EMD (Physical Copy) and tender document fee (Physical Copy) - 23.08.2017, 03.00pm 2) Submission hard copies of Technical Proposal and One Softcopy to the O/o MD APTS - 24.08.2017, 2.00PM (within 24 hours from the time of bid closing)
4	Vol-II	9	Data sheet 2.11	Date and time of opening of Technical Bids on eProcurement platform - Technical Presentation cum Hackathon would be scheduled between 23.08.2017 to 24.08.2017	--	1) Technical Presentation by the PQ Qualified Bidders - 29.08.2017 & 30.08.2017. 2) Hackathon by the PQ Qualified Bidders - 31.08.2017 & 01.09.2017
5	Vol-II	14	NA	MOU between OEM and SI: Memorandum of Understanding (MOU)/agreement of the Bidder with the OEM signed by the Authorized Signatories should be submitted along with pre-qualification bid. The MoU /agreements shall clearly specify the roles and responsibilities of the Bidder and the OEM w.r.t. the project	As this is indirect bid where we are offering our programs to customer through partner, and we are not a consortium with the partner, please clarify why this is required.	MoU shall be as per the form P12
6	Vol-II	15	Section 5 -Pre-Qualification Criteria	1. Documents to be submitted (Please read the Note at the end of Table) for Legal Entity: Bidder "Certificate of Incorporation of the Bidder to be enclosed and also details as per Form P2 "	We request you to kindly modify the clause as mentioned below – "Certificate of Incorporation of the Bidder to be enclosed and also details as per Form P2 /Certificate of incorporation under Company Act 1956 / LLP registered under Limited Liability Partnership (LLP) act 2008"	1. Documents to be submitted (Please read the Note at the end of Table) for Legal Entity: Bidder "Certificate of Incorporation of the Bidder issued to the Bidder under the Companies Act, 1956 / Companies Act, 2013 (as applicable) or the Limited Liability Partnership Act, 2008 and also details as per Form P2."

7	Vol-II	15	Section 5 – Pre-Qualification Criteria	<p>1. Legal Entity: Bidder “ The Bidder should be a Company registered under the Indian Companies Act and shall be primarily in the business of providing Information Technology Software Development or System Integration or IT Solution Implementation services. The Company should have been in business for at least the last three financial years as on 31st March 2017. Only Bidder with System Integration experience shall be considered as Prime bidder. Only Bidder with System Integration experience shall be considered as Prime bidder. “</p>	<p>We understand that Limited Liability Partnership (LLP) is also eligible to bid under this clause as Limited Liability Partnership (LLP) act 2008 is an extension of the Companies act and is legally permissible under the Corporate Law. Hence, request you to kindly modify the clause as mentioned below. Also we request modification in last line to include System Information Technology Software Development and IT Implementation Services experience along with System Integration:</p> <p>“The Bidder should be a Company registered under the Indian Companies Act / LLP registered under Limited Liability Partnership (LLP) act 2008 and shall be primarily in the business of providing Information Technology Software Development or System Integration or IT Solution Implementation services. The Company should have been in business for at least the last three financial years as on 31st March 2017.</p> <p>Bidders with System Information Technology Software Development or System Integration or IT Solution Implementation services experience shall be considered as Prime bidder”</p>	<p>1. Legal Entity: Bidder “The Bidder should be (i) a Company registered under the Companies Act, 1956 / Companies Act, 2013 (as applicable) or (ii) Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, and shall be primarily in the business of providing Information Technology Software Development or System Integration or IT Solution Implementation services. The Company / Limited Liability Partnership should have been in business for at least the last three financial years as on 31st March 2017.</p> <p>Only Bidder with System Integration experience shall be considered as bidder.</p>
8	Vol-II	17	5 Pre-Qualification Criteria	<p>Experience: OEM, Point 14 OEM shall have profit in last three years and 10% of OEM’s profit has been invested in enrichment of the platform in last 3 financial years (2014-15, 2015-16 and 2016-17) Auditor</p>	<p>This condition is restricting the OEM to invest more and release different versions at regular quarters . Those who do just 10 % investment in product R&D can not achieve release every quarter. Ask for parameter like " No of releases in last three years" This will give you indication about how strong the product development team is. This condition is limiting procurement of good product so request you to make it 100 %.</p>	As per RFP
9	Vol-II	17	5 Pre-Qualification Criteria	<p>Experience: OEM, Point 18 OEM should have minimum 2 training partner within India for certification and training.</p>	<p>This seems like a vendor specific and need to removed since in current scenarion most of the OEM companies are offering On line learning platform for global students/professionals</p>	As per RFP

1	VoL-III	36	5.1 MATERIAL BREACH	(i) IF there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Contracting Authority will serve a seven (7) days' notice for curing such Material Breach. In case the Material Breach continues after the notice period, the Contracting Authority will have the option to terminate the Agreement.	We seek for 30 days cure period.	Clause 5.1 will be replaced with the following clause: "(i) If there is breach by the Service Provider (a) in the performance of its obligations or covenants or (b) of any of its representation(s), under the Agreement, then the Contracting Authority will serve a fifteen (15) days' notice for curing such breach. In case such breach continues after the said notice period, the Contracting Authority may, at its sole option, forthwith terminate the Agreement. (ii) Notwithstanding anything to the contrary contained herein, the Service Provider shall not terminate the Agreement, unless an arbitral tribunal constituted under this Agreement through its final order determines that the Contracting Authority has committed a material breach under the Agreement. Provided however that, in the event the Contracting Authority files an appeal against such order by the tribunal, the Service Provider shall be entitled to terminate the Agreement only upon a court through a valid order, which cannot be challenged by either party, determines that the Contracting Authority has committed a material breach under the Agreement."
2	VoL-III	39	5.7 Consequences of failure by the Successful Bidder to provide services:	a) Risk Purchase Clause as per Govt. contracts If the Implementation Agency/System Integrator / Service Provider fails to supply material/ deliver services within the stipulated delivery date, the Contracting Authority reserves the right to procure same or equivalent material/services from alternative sources at the Implementation Agency/System Integrator's risk, responsibility and cost. Any extra cost incurred in the procurement of the material/service from alternative source will be recovered from the pending bills/ Security Deposit / Bank Guarantee of the defaulting Implementation Agency/System Integrator/ Service Provider and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee, the same may be recovered if necessary by due legal process.	We request to provide some cap on the liability for paying extra cost.	The aggregate liability of the Service Provider under this Clause 5.7 (a) shall not exceed the double the contract value, being Rs. [to be filled in at the time of execution of the Agreement]."
3	VoL-III	44	6.2.(c)	-Add		<i>'The Service Provider shall indemnify and hold harmless the GoAP, ePragati Authority, departments of GoAP, entities and corporations of GoAP etc., their affiliates, respective officers and directors, employees and affiliates and their respective successors and assigns against any loss, liability, claim, damage and expense whatsoever arising out of or based upon or connected to any misrepresentation by the Service Provider under the Agreement and/or any breach or failure by the Service Provider to perform any of its covenant(s) and/or obligation(s) under the Agreement.'</i>

4	VoL-III	44	6.3	In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall be limited to the value of the contract under this contract.	Request to amend the clause as "In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall be limited to 10% of TCV."	<p>Clauses 6.3 (a) and (b) shall be read as:</p> <p>(a) Notwithstanding anything to the contrary contained herein, there shall be no limitation of liability of the Service Provider in cases of (i) gross negligence or fraud committed by the Service Provider, (ii) wilful default/breach committed by the Service Provider, (iii) Infringement Claims (as defined hereinafter), (iv) any breach of its confidentiality obligations by the Service Provider under Clause 8.1 of the Agreement, (iv) any violation of any applicable laws, rules and regulations by the Service Provider (including that related to corrupt practices), and (v) any third party claims under Clause 6.2 of the Agreement.</p> <p>(b) In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall be limited to the total contract value, being Rs. [to be filled in at the time of execution of the Agreement].'</p>
5	VoL-III	44	6.3 LIMITATION OF LIABILITY	a. Notwithstanding any other term, there shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property and wilful fraud.	In no case, it will be possible to accept unlimited penalty. Penalty in this case should not exceed the contract value.	<p>Clauses 6.3 (a) and (b) shall be read as:</p> <p>(a) Notwithstanding anything to the contrary contained herein, there shall be no limitation of liability of the Service Provider in cases of (i) gross negligence or fraud committed by the Service Provider, (ii) wilful default/breach committed by the Service Provider, (iii) Infringement Claims (as defined hereinafter), (iv) any breach of its confidentiality obligations by the Service Provider under Clause 8.1 of the Agreement, (iv) any violation of any applicable laws, rules and regulations by the Service Provider (including that related to corrupt practices), and (v) any third party claims under Clause 6.2 of the Agreement.</p> <p>(b) In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall be limited to the total contract value, being Rs. [to be filled in at the time of execution of the Agreement].'</p>

6	VoL-III	44	6.3 LIMITATION OF LIABILITY	b. In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall be limited to the value of the contract under this contract.	We request for reducing the limitation of liability to the last 12 months fees. Further Infosys shall not be responsible for indirect or consequential losses, loss of data, loss of goodwill, loss of profits etc.	<p>Clauses 6.3 (a) and (b) shall be read as:</p> <p>(a) Notwithstanding anything to the contrary contained herein, there shall be no limitation of liability of the Service Provider in cases of (i) gross negligence or fraud committed by the Service Provider, (ii) wilful default/breach committed by the Service Provider, (iii) Infringement Claims (as defined hereinafter), (iv) any breach of its confidentiality obligations by the Service Provider under Clause 8.1 of the Agreement, (iv) any violation of any applicable laws, rules and regulations by the Service Provider (including that related to corrupt practices), and (v) any third party claims under Clause 6.2 of the Agreement.</p> <p>(b) In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall be limited to the total contract value, being Rs. [to be filled in at the time of execution of the Agreement].'</p>
7	VoL-III	44	6.3 LIMITATION OF LIABILITY	b. In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall be limited to the value of the contract under this contract.	b. In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall not exceed the total amount paid to Service Provider by Contracting Authority in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose).	<p>Clauses 6.3 (a) and (b) shall be read as:</p> <p>(a) Notwithstanding anything to the contrary contained herein, there shall be no limitation of liability of the Service Provider in cases of (i) gross negligence or fraud committed by the Service Provider, (ii) wilful default/breach committed by the Service Provider, (iii) Infringement Claims (as defined hereinafter), (iv) any breach of its confidentiality obligations by the Service Provider under Clause 8.1 of the Agreement, (iv) any violation of any applicable laws, rules and regulations by the Service Provider (including that related to corrupt practices), and (v) any third party claims under Clause 6.2 of the Agreement.</p> <p>(b) In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall be limited to the total contract value, being Rs. [to be filled in at the time of execution of the Agreement].'</p>

8	VoL-III	44	6.3 LIMITATION OF LIABILITY	<p>a. Notwithstanding any other term, there shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property and wilful fraud.</p> <p>b. In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall be limited to the value of the contract under this contract.</p> <p>c. Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be.</p> <p>d. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.</p> <p>e. The Contracting Authority shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.</p>	<p>In no event Service Provider shall be liable, whether in contract, tort, or otherwise, for any special, punitive, indirect, exemplary, consequential, or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries, including, without limitation, loss of use, data, profits, revenues, business and for any claims of customers of the Contracting Authority or other third parties claiming through Contracting Authority arising under or in connection with this Agreement even if such Party has been advised in advance of their possibility.</p>	<p>Clauses 6.3 (a) and (b) shall be read as:</p> <p>(a) Notwithstanding anything to the contrary contained herein, there shall be no limitation of liability of the Service Provider in cases of (i) gross negligence or fraud committed by the Service Provider, (ii) wilful default/breach committed by the Service Provider, (iii) Infringement Claims (as defined hereinafter), (iv) any breach of its confidentiality obligations by the Service Provider under Clause 8.1 of the Agreement, (iv) any violation of any applicable laws, rules and regulations by the Service Provider (including that related to corrupt practices), and (v) any third party claims under Clause 6.2 of the Agreement.</p> <p>(b) In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall be limited to the total contract value, being Rs. [to be filled in at the time of execution of the Agreement].'</p>
9	VoL-III	44	6.3 LIMITATION OF LIABILITY	<p>a. Notwithstanding any other term, there shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property and wilful fraud.</p> <p>b. In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall be limited to the value of the contract under this contract.</p> <p>c. Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be.</p> <p>d. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.</p> <p>e. The Contracting Authority shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.</p>	<p>Service Provider shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by Contracting Authority or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Contracting Authority, then Service Provider shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of Contracting Authority. Such failures or delays shall be brought to the notice of Contracting Authority and subject to mutual agreement with Contracting Authority, then Service Provider shall take such actions as may be necessary to correct or remedy the failures or delays. Service Provider shall be entitled to invoice Contracting Authority for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</p>	<p>Clauses 6.3 (a) and (b) shall be read as:</p> <p>(a) Notwithstanding anything to the contrary contained herein, there shall be no limitation of liability of the Service Provider in cases of (i) gross negligence or fraud committed by the Service Provider, (ii) wilful default/breach committed by the Service Provider, (iii) Infringement Claims (as defined hereinafter), (iv) any breach of its confidentiality obligations by the Service Provider under Clause 8.1 of the Agreement, (iv) any violation of any applicable laws, rules and regulations by the Service Provider (including that related to corrupt practices), and (v) any third party claims under Clause 6.2 of the Agreement.</p> <p>(b) In all other cases not covered by 'a' above, the total financial liability of the Service Provider shall be limited to the total contract value, being Rs. [to be filled in at the time of execution of the Agreement].'</p>

10	VoL-III	44	Clause 6.4: Force Majeure	<p>c. In the event the Force Majeure substantially prevents, hinders or delays the Service Provider's performance of Services necessary for project's implementation or the operation of the projects critical business functions for a period in excess of 5 days, the Contracting Authority may declare that an emergency exists. However, when the situation arising out of force majeure comes to an end in the assessment of Contracting Authority, the following conditions shall apply:</p> <p>i. Prior to commencement of operations: If the event of Force Majeure had occurred prior to commencement of operations, upon its coming to an end the Service Provider shall resume normal activities under this agreement immediately. The Contracting Authority, if he considers it necessary, may grant an extension of time to the Service Provider for resuming normal activities under this agreement. If the Service Provider does not resume normal activities immediately or within the extended period, if any, granted by the Contracting Authority, the Contracting Authority will have the option to invoke the Performance Guarantee, levy liquidated damages as per data sheet of Volume II of RFP, obtain substitute performance from an alternate supplier at the cost of Service Provider and/or terminate this Agreement.</p>	<p>c. In the event the Force Majeure substantially prevents, hinders or delays the Service Provider's performance of Services necessary for project's implementation or the operation of the projects critical business functions for a period in excess of 5 days, the Contracting Authority may declare that an emergency exists. However, when the situation arising out of force majeure comes to an end in the assessment of Contracting Authority, the following conditions shall apply:</p> <p>i. Prior to commencement of operations: If the event of Force Majeure had occurred prior to commencement of operations, upon its coming to an end the Service Provider shall resume normal activities under this agreement immediately. The Contracting Authority, shall grant an extension of time to the Service Provider for resuming normal activities under this agreement.</p>	as per RFP
11	VoL-III	44	Clause 6.4: Force Majeure	<p>d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule (Schedule VI of this Agreement).</p>	<p>If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party.</p>	As per RFP
12	VoL-III	95	17.3 ROLES AND RESPONSIBILITIES OF SYSTEM INTEGRATOR	<p>4. In case of termination/ completion of this contract, it is the responsibility of the System Integrator to identify the new System Integrator who shall be equally or better qualified and meeting all the eligibility requirements and technical capabilities defined in the Volume II; and shall the new System Integrator be on board before 1 year of the completion of this contract</p>	<p>SI can not take this responsibility. Please drop this clause.</p>	clause dropped
13	VoL-III	96	17.3 ROLES AND RESPONSIBILITIES OF SYSTEM INTEGRATOR	<p>4) In case of termination/ completion of this contract, it is the responsibility of the System Integrator to identify the new System Integrator who shall be equally or better qualified and meeting all the eligibility requirements and technical capabilities defined in the Volume II; and shall the new System Integrator be on board before 1 year of the completion of this contract</p>	<p>We request GoAP to reconsider this clause as this restrict existing vendor to participate on completion of tenure of current tender.</p>	clause dropped