

NITI Aayog**WEP Project : Response to Queries of Bidders**

S.No.	Clause Number	Query	Response
1	1.2	Clause 1.2 doesn't clearly defines the terms consultant/consultancy. We understand that it means any private entity working in the field of software development & maintenance shall be considered as a consultant & consultancy means work related to software development & maintenance in conformity with the TOR. Kindly clarify.	Please refer to RFP. No change is contemplated.
2	1.8	Due date is different at NITI web portal and tender document.	Please refer to RFP. No change is contemplated.
3	2.1.4	Kindly clarify the key personnel requirement during the 2 year operation & maintenance phase. Also, we understand that the project office should not necessarily be located in Delhi/NCR.	Please refer to RFP. No change is contemplated.
4	2.1.4	Is 7 yrs. Work experience is mandatory attribute for Project Director /Team Lead?	Please refer to RFP. No change is contemplated.
5	2.1.4	Kindly confirm the number of persons required for each positions.	Please refer to RFP. No change is contemplated.
6	2.1.4	Only "Project Director & Team Leader" is required in operation phase. Kindly confirm for development and design, if any, to be carried out in operation & maintenance phase.	Please refer to RFP. No change is contemplated.
7	2.1.4	Since the project duration is of 114 weeks, retaining same resource will not be feasible in some situations. Request to kindly relax the availability clause.	Please refer to RFP. No change is contemplated.
8	2.1.4	No resource for architecture, Database administrator, testing, etc. are asked for. Kindly confirm, are these resource required else it will be assumed that such activities will be managed by NITI Aayog.	Please refer to RFP. No change is contemplated.

9	2.1.4	We understood the requirement is of providing key personal, but there are specific deliverables which need to be provided and are linked to payment milestones. Kindly clarify the delivery model & payment model for the engagement.	Please refer to RFP. No change is contemplated.
10	2.1.4	Technologies to be used for development and the skill set of key personnel is not specified. The cost of resources vary on skill set and technologies. Kindly clarify & revalidate the requirements for Key personnel.	Please refer to RFP. No change is contemplated.
11	2.2.2(A)	Technical advancement of the firm.	Please refer to RFP. No change is contemplated.
12	2.2.2(B)	Professional fees received for web portal/websites included in category or not?	Please refer to Addendum.
13	2.2.2 (D)	Under conditions of eligibility of key personnel, what educational qualifications will be considered equivalent to B.Tech?	Please refer to RFP. No change is contemplated.
14	2.2.2 (D)	We request to Kindly include MCA also as eligible qualification.	Please refer to RFP. No change is contemplated.
15	2.2.2 (D)	We assume "eligible assignment" means development project assignment. Kindly confirm.	Please refer to RFP. No change is contemplated.
16	2.2.3	Financial certificate of incorporation is less than 3 years, clause at RFP 2.2.3 cannot be fulfilled.	Please refer to RFP. No change is contemplated.
17	2.2.3	Please let us know the proof which needs to be provided to showcase the financial capacity against this point. We assume that a Certified Auditor Report from a CA will suffice.	Please refer to RFP. No change is contemplated.
18	2.2.3	In the highlighted text, we are not clear how the proof of fees needs to be shown. We assume that mentioning of fees in the case study of the engagement will suffice this requirement.	Please refer to RFP. No change is contemplated.
19	2.2.4	Is a power of attorney form still required in case the proposal documents are signed / attested by a Director of the Applicant Company? In this case a Private Limited Company.	Please refer to RFP. No change is contemplated.

20	2.2.5	Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate. Self-Declaration in this case will be sufficient or not?	Please refer to RFP. No change is contemplated.
21	2.2.6	We request that condition of this clause be deleted OR in the alternative this be applicable only if as per the Bidder such condition may adversely affect bidder's performance of obligations under the engagement resulting from this RFP.	Please refer to RFP. No change is contemplated.
22	2.2.6	An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate. As a large organization we recommend removal of this term from RFP.	Please refer to RFP. No change is contemplated.
23	2.3.4	As per understanding from this RFP, consultant is supposed to design, develop and provide operational and maintenance support along with resource deployment. However this clause contradicts with the above meaning. Kindly suggest.	Please refer to RFP. No change is contemplated.
24	2.3.4	We request that this clause condition be deleted OR expectation be clearly clarified for bidder's understand the requirement.	Please refer to RFP. No change is contemplated.
25	2.11.3	We request to extend the proposal due date by 10 days.	Please refer to RFP. No change is contemplated.
26	2.15.2	We request to release the tax component of the invoice within 7 days from the date of invoice raised. So that the same will be deposited as per new GST rule.	Please refer to RFP. No change is contemplated.
27	2.15.2	We request that prices be account without GST. Taxes prevailing at the time of invoicing shall be charged to customer.	Please refer to RFP. No change is contemplated.
28	2.20	We request that Bid Security be allowed to be submitted in the form of Bank Guarantee and the format for the same may be shared.	Please refer to RFP. No change is contemplated.

29	2.20.5	Exemption from bid security.	Please refer to RFP. No change is contemplated.
30	2.26	Provisions of 2.26 can be considered only if the engagement is on time and material and not otherwise. Further, grounds such as termination also needs to be included.	Please refer to RFP. No change is contemplated.
31	2.26.1	We request to append the clause as below- The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel but under special cases substitution of Key Personnel in operation and maintenance phase (i.e. after Go-Live) can be considered. The implementing agency shall inform the authority about the same in prior and approval should be taken. The substituted personnel shall be equally or better qualified and experienced to the satisfaction of the Authority. No penalty will be charged for substitution under special cases like bad health, job change.	Please refer to RFP. No change is contemplated.
32	2.26.2 and 2.26.3	We request that this provision be deleted and also, the associated penalties as mentioned in the clause.	Please refer to RFP. No change is contemplated.
33	2.27	We request that this provision be entirely deleted.	Please refer to RFP. No change is contemplated.
34	2.29	Agreement needs to be based on mutually agreed terms and further, cannot be onerous and one sided.	Please refer to RFP. No change is contemplated.
35	2.31	Provisions needs to be subject to IPR provisions. This clause be entirely deleted and replaced with the Intellectual Property Rights provision.	Please refer to RFP. No change is contemplated.
36	3.1.3	Section 2.6.2 Technical Evaluation Criteria of Guidelines for model RFP published by MeitY states that Technical Evaluation Criteria should be as objective as possible, breaking the scoring down to individual identifiable components. These current criteria are too subjective in nature and also open ended. Therefore, we request to revise as- 30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm as under- Number of Eligible Projects (9 Marks) Up to 3 eligible projects- 0 Marks 4 to 5 eligible projects- 7 Marks	Please refer to RFP. No change is contemplated.

		<p>6 or more eligible projects- 9 Marks</p> <p>The remaining 70% shall be awarded as under-</p> <p>Project Size (10 Marks)</p> <p>Each eligible project of value more than 2 Crores each- 2.5 Marks each (Maximum 4 projects)</p> <p>Average turnover for last 3 FY (2016-17, 2015-16 & 2014-15) (6 Marks)</p> <p>5 to 10 Crores- 2 Marks</p> <p>>10 Crores up to 20 Crores- 4 Marks</p> <p>>20 Crores- 6 Marks</p> <p>Experience of Firm (5 Marks)</p> <p>Up to 15 Years- 2 Marks</p> <p>>15 Years- 5 Marks</p>	
37	3.1.3	Under relevant experience of Key Personnel – is it necessary to showcase relevant experience of the key personnel attained only at the Applicant firm? Would it be possible to list down their experience from previous employers?	Please refer to RFP. No change is contemplated.
38	3.1.6	Section 2.5.3 Project Experience of Guidelines for model RFP by MeitY states that very specific experience requirement may result in restricting competition. Therefore, we request to revise the eligible assignments as- (a) Assignment involving web portal which aggregates multiple service providers on a single platform; OR (b) Assignment involving hosting of web portal; OR (c) Assignment involving intuitive and easy navigation based web interface.	Please refer to Addendum.
39	3.1.6	Business turnover of the consultant.	Please refer to RFP. No change is contemplated.
40	6.3	Provision needs to be deleted and replaced with the Limitation of Liability provision as suggested in Additional Clauses below. Appendix 1, Form 1 (page 113-115) refer comments against the clause.	Please refer to RFP. No change is contemplated.

41	Schedule-1 Clause 1	We assume that solution, design and technology, solution component, will be defined, procured, implemented & managed by NITI Aayog.	Please refer to RFP. No change is contemplated.
42	Schedule-1 Clause 1	We assume that apart from the responsibility of key personal mentioned in RFP, any other activity will be responsibility of NITI Aayog. Kindly confirm.	Please refer to RFP. No change is contemplated.
43	Schedule-1 Clause 3.1	RFP requirement is for Key personnel. But as per the scope of work, service provider will be responsible for SLA. Kindly clarify.	Please refer to RFP. No change is contemplated.
44	Schedule-1 Clause 3.1.1	Why UG browser chosen?	Please refer to RFP. No change is contemplated.
45	Schedule-1 Clause 3.1.1	Kindly specify the maximum file size of audio/video files.	Please refer to Addendum.
46	Schedule-1 Clause 3.1.1	We assume CMS software will be procured, configured and managed by NITI Aayog. Kindly confirm.	Please refer to RFP. No change is contemplated.
47	Schedule-1 Clause 3.1.1	Kindly provide detailed functionalities/services envisaged to be delivered through the portal.	Please refer to RFP. No change is contemplated.
48	Schedule-1 Clause 3.1.1	Third party chat-bot for integration.	Please refer to RFP. No change is contemplated.
49	Schedule-1 Clause 3.1.1	Third party SMS and Email gateway for Integration.	Please refer to Addendum.

50	Schedule-1 Clause 3.1.1	Please elaborate the details of 10 Partners services and API details.	Please refer to RFP. No change is contemplated.
51	Schedule-1 Clause 3.1.1	What FAQs we need to cover under chat-bot training data? Do we need consider any other sort of website data or any other data for training apart from FAQs?	Please refer to RFP. No change is contemplated.
52	Schedule-1 Clause 3.1.1	Best connect relevant mentors to mentees like matchmaking based on City, Categories (ex. Stitching), Sub Categories (Kids ware, Men ware, Woman ware, etc.); Where exactly this will come on website and would be just a part of search or something else?	Please refer to RFP. No change is contemplated.
53	Schedule-1 Clause 3.1.1	Can you clarify / expand on “integrating machine learning techniques” in the website?	Please refer to RFP. No change is contemplated.
54	Schedule-1 Clause 3.1.1	Kindly specify who will bear the cost of security audit.	Please refer to RFP. No change is contemplated.
55	Schedule-1 Clause 3.1.4	We wish to clarify whether portal needs to be hosted on NIC Cloud or on a MEITY Approved cloud service provider as discussed in the pre-bid conference.	Please refer to Addendum.
56	Schedule-1 Clause 3.3	Training and tutorial require specialized skill set. Kindly re-validate the requirement of key personal.	Please refer to RFP. No change is contemplated.

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

59	Schedule-1 Clause 3.4.3	Number of times security audits to be done.	Please refer to RFP. No change is contemplated.
60	Schedule-1 Clause 3.6	This provision needs to include the following: Inspection/ audit, if any, needs to be conducted during normal working hours and upon reasonable advance written notice to the selected bidder. The Authority and its representatives will: (i) comply with Consultant's reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by selected bidder; and (ii) cooperate with selected bidder to minimize any disruption to Consultant's business activities. In no case shall selected Consultant be required to disclose any internal commercial information or data of Consultant including profit margins, mark ups etc. Note: Reference to basis of Consultant's charges and costs needs to be removed.	Please refer to RFP. No change is contemplated.
61	Schedule-1 Clause 3.7	Training and tutorial require specialized skill set. Kindly re-validate the requirement of key personnel.	Please refer to RFP. No change is contemplated.
62	Schedule-1 Clause 3.7.2	Kindly specify number, location and frequency of onsite trainings. Also, we understand infrastructure required for training shall be provided by NITI Aayog.	Please refer to Addendum
63	Schedule-1 Clause 3.8	Transition needs to be subject to mutual agreement including on commercials.	Please refer to RFP. No change is contemplated.

64	Schedule-1 Clause 3.9	<p>This clause be entirely deleted and replaced with the Intellectual Property Rights provision as suggested in Additional Clauses below.2. Intellectual Property RightsSubject to the other provisions contained in this Clause, the Consultant agrees that all deliverables created or developed by the Consultant specifically for the Authority, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of the Authority provided all the payments due to the Consultant for the deliverables rendered under this Agreement have already been paid by the Authority to the Consultant.The Authority acknowledges that in performing services under this Agreement, the Consultant may use Consultant’s proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Consultant prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, (“the Consultant Pre-Existing IP”). Notwithstanding anything to the contrary contained in this Agreement, the Consultant shall continue to retain all the ownership, the rights title and interests to all the Consultant Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Consultant from using the Consultant Pre-Existing IP in any manner. To the extent that any the Consultant Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, the Consultant hereby grants to the Authority a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Consultant Pre-Existing IP in connection with the deliverables and only as part of the deliverables in which they are incorporated or embedded. The foregoing license does not authorizes the Authority to (a) separate Consultant Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell, lease, exchange, license, sub license, assign or in any other way convey, transfer or alienate the</p>	Please refer to RFP. No change is contemplated.
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		<p>Consultant Pre-Existing IP in favour of any person, and/or (c) reverse compile or in any other way arrive at or attempt to arrive at the source code of the Supplier Pre-Existing IP. All the intellectual property rights in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party the Authority's/ the Consultant's licensor and to the extent required for the purposes specified in the Agreement the Authority shall have user rights in accordance with license agreement (EULA) as applicable for use of such software. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of the Agreement. For the purposes of clarity the Consultant's shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables provided under the Agreement for the Authority, for any other client of the Consultant. Nothing contained herein shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party. The Authority warrants that the materials provided by the Authority to Consultant are duly owned or licensed by the Authority.</p>	
65	Schedule-1 Clause 4.2.2	Under the section "Provide on-site support"; is the Consultant expected to deploy its Key Personnel at the project site for maintenance and support for the entirety of the Operations Phase, that is, for 2 years?	Please refer to RFP. No change is contemplated.
66	Schedule-1 Clause 4.3	This provision be applied only if the engagement is on time and material basis and not otherwise.	Please refer to RFP. No change is contemplated.
67	Schedule-1 Clause 4.3	We understand that this refers to a MIS reporting tool. Kindly specify.	Please refer to RFP. No change is contemplated.

68	Schedule-1 Clause 5.1	The time frame for submission for security audit is specified as four weeks, with go-live in six weeks. Given the extent of development required, with prototyping, seeking approvals, testing etc. – this appears to be a very optimistic time line – even with an expanded team. Can we provide what is, in our opinion, a more practical timeline, without getting into a technical scoring challenge?	Please refer to RFP. No change is contemplated.
69	Schedule-1 Clause 5.1	Looking at the project scope, the prescribed timeline is very short. In order to bring greater quality to the project, we request to change the timeline and allow at least 3 months development time. The payment milestones should also be distributed accordingly.	Please refer to RFP. No change is contemplated.
70	Schedule-1 Clause 5.1	We request that the time frame provided for SRS and POC be relaxed and increased from 1 week to 4-6weeks. 1 Week time would be too short for the SRS and the POC. We also Request time frame of minimum 4-5 months be given of completion project before operational period of two years begins.	Please refer to RFP. No change is contemplated.
71	Schedule-1 Clause 5.1	Allocation of more time for successful implementation.	Please refer to RFP. No change is contemplated.
72	Schedule-1 Clause 5.3	Operations phase commences from 1 year after LOA or 6 Weeks?	Please refer to Addendum.
73	Schedule-1 Clause 5.4 and 5.5	Payments for unperformed services can be withheld and not otherwise. Further, words like ‘satisfactory’ are vague and be avoided. No unilateral deductions should be there/ needs to be permitted. Audits, if any, needs to be conducted during normal working hours and upon reasonable advance written notice to the selected bidder. NITI Aayog and its auditors will: (i) comply with selected bidder’s reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by selected bidder; and (ii) cooperate with selected bidder to minimize any disruption to selected bidder’s business activities.	Please refer to RFP. No change is contemplated.
74	Schedule-1 Clause 6	Attending meetings physically is not mandatory by consultant team.	Please refer to RFP. No change is contemplated.

75	Schedule-1 Clause 10	We request you to kindly clarify, the breakup of the entire tenure. Since Development phase is of 6 weeks and Operations Phase of 2 years, the total tenure sums up to 2 Years and 6 Weeks instead of 2 Years and 10 Weeks as mentioned in the RFP.	Please refer to RFP. No change is contemplated.
76	Schedule-2 Clause 1.1.2	We request that a Clause needs to include reference to selected bidder's Proposal too.	Please refer to RFP. No change is contemplated.
77	Schedule-2 Clause 1.3	In addition to payment obligations, Authority also needs to be comply with its corresponding obligations.	Please refer to RFP. No change is contemplated.
78	Schedule-2 Clause 1.11	The Consultant's pricing is exclusive of taxes. Authority needs to be responsible for such taxes.	Please refer to RFP. No change is contemplated.
79	Schedule-2 Clause 2.3	Provision should be applicable only if the failure is for reasons solely attributable to the Consultant.	Please refer to RFP. No change is contemplated.
80	Schedule-2 Clause 2.5	We suggest that RFP reference mentioned in clause be deleted.	Please refer to RFP. No change is contemplated.
81	Schedule-2 Clause 2.8	We suggest that Suspension of payments needs to be restricted with respect to unperformed obligations only and not otherwise.	Please refer to RFP. No change is contemplated.
82	Schedule-2 Clause 2.9.1	2.9.1(g) should be deleted. This clause is one sided.	Please refer to RFP. No change is contemplated.
83	Schedule-2 Clause 2.9.5	Offsetting if any needs to be with respect to undisputed amounts and not otherwise.	Please refer to RFP. No change is contemplated.

84	Schedule-2 Clause 3.2.2	This provision needs to be deleted. In any case this cannot extend to Affiliates.	Please refer to RFP. No change is contemplated.
85	Schedule-2 Clause 3.3	This provision on confidential information needs to be mutual. Further, in addition to other exceptions it also needs to be include exception on independent development.	Please refer to RFP. No change is contemplated.
86	Schedule-2 Clause 3.4	This clause be entirely deleted and replaced with the Limitation of Liability provision as suggested in Additional Clauses below.	Please refer to RFP. No change is contemplated.
87	Schedule-2 Clause 3.6	This provision needs to include the following: Inspection/ audit, if any, needs to be conducted during normal working hours and upon reasonable advance written notice to the selected bidder. The Authority and its representatives will: (i) comply with Consultant's reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by selected bidder; and (ii) cooperate with selected bidder to minimize any disruption to Consultant's business activities. In no case shall selected Consultant be required to disclose any internal commercial information or data of Consultant including profit margins, mark ups etc. Note: Reference to basis of Consultant's charges and costs needs to be removed.	Please refer to RFP. No change is contemplated.
88	Schedule-2 Clause 3.7	Subcontracting will be with prior approval, which approval shall not be unreasonably delayed or withheld.	Please refer to RFP. No change is contemplated.
89	Schedule-2 Clause 3.9	This clause be entirely deleted and replaced with the Intellectual Property Rights provision as suggested in Additional Clauses below.	Please refer to RFP. No change is contemplated.

90	Schedule-2 Clause 3.11	Any inspection and verification under this provisions needs to be subject to provisions in 3.6 above.	Please refer to RFP. No change is contemplated.
91	Schedule-2 Clause 3.12	Words like inaccuracy are vague and needs to be avoided. This provision be entirely deleted.	Please refer to RFP. No change is contemplated.
92	Schedule-2 Clause 4.3	This provision be applied only if the engagement is on time and material basis and not otherwise.	Please refer to RFP. No change is contemplated.
93	Schedule-2 Clause 4.4	Substitution of key personnel be allowed to cater to situations such as illness, disability, death, resignation, termination etc. Further, provision on reduction needs to be deleted.	Please refer to RFP. No change is contemplated.
94	Schedule-2 Clause 4.7	Approval referred shall not be unreasonably delayed or withheld.	Please refer to RFP. No change is contemplated.
95	Schedule-2 Clause 5.3	2% reference be deleted. Any increase or decrease in taxes shall be the Authority's responsibility.	Please refer to RFP. No change is contemplated.
96	Schedule-2 Annex 7	Following provision be included: "Notwithstanding anything contained hereinabove: 1. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____); 2. This bank guarantee shall be valid until _____; and 3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim of demand on or before 2PM on _____, where after all the rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities there under whether or not the original guarantee is retuned."	Please refer to RFP. No change is contemplated.

97	Schedule-2 Annex 8	<p>The Consultant shall not be responsible for a failure to meet any Service Level in accordance with the Contract if such failure is caused due to reasons attributable to or failure of the Authority or its other service providers to perform its or their obligations.</p> <p>Time lost due to any of the following reasons shall be considered within uptime: (1) the scheduled outages planned in advance for the Authority and the link failures within SLA limits agreed with network service providers, (2) time lost due to power or environment failures, (3) time taken to recover the system because of power or environment failures, (4) time lost due to damage or malfunction of the equipment or any of the unites thereof due to causes attributable to the Authority, such as attachment of additional devices, making alteration to the system, participate in maintenance of the system, etc., without selected bidder's consent, (5) time taken for booting the systems, (6) time taken for the Authority to approve the work around or fix, or (7) time taken by the third party vendors and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarifications.</p>	Please refer to RFP. No change is contemplated.
98	Schedule-2 Annex 8	<p>The Consultant shall not be responsible for a failure to meet any Service Level in accordance with the Contract if such failure is caused due to reasons attributable to or failure of the Authority or its other service providers to perform its or their obligations.</p>	Please refer to RFP. No change is contemplated.
99	Appendix-1 (Form-1)	<p>Provisions mentioned in point no. 6, 12, 18 and 21 be entirely deleted. Also in addition the following additional clause be added: Additional Clauses: Following additional clauses be added: 1. Limitations of Liability (A) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. (B) The total cumulative liability of either party arising from or relating to the Agreement shall not exceed the amount paid to the Consultant by the Authority under the Agreement in the six (6) months period immediately</p>	Please refer to RFP. No change is contemplated.

	<p>preceding the date such liability arose.</p> <p>(C) The Consultant shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable or plant under the Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Authority or its employees or agents or third party service providers to perform any of its duties and obligations. In the event that the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority, then the Consultant shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority. Such failures or delays shall be brought to the notice of the Authority and subject to mutual agreement (including on commercials) with the Authority, the Consultant shall take such actions as may be necessary to correct or remedy the failures or delays.</p> <p>2. Intellectual Property Rights</p> <p>Subject to the other provisions contained in this Clause, the Consultant agrees that all deliverables created or developed by the Consultant specifically for the Authority, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of the Authority provided all the payments due to the Consultant for the deliverables rendered under this Agreement have already been paid by the Authority to the Consultant.</p> <p>The Authority acknowledges that in performing services under this Agreement, the Consultant may use Consultant’s proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Consultant prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, (“the Consultant Pre-</p>	
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		<p>Existing IP”). Notwithstanding anything to the contrary contained in this Agreement, the Consultant shall continue to retain all the ownership, the rights title and interests to all the Consultant Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Consultant from using the Consultant Pre-Existing IP in any manner. To the extent that any the Consultant Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, the Consultant hereby grants to the Authority a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Consultant Pre-Existing IP in connection with the deliverables and only as part of the deliverables in which they are incorporated or embedded. The foregoing license does not authorizes the Authority to (a) separate Consultant Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell, lease, exchange, license, sub license, assign or in any other way convey, transfer or alienate the Consultant Pre-Existing IP in favour of any person, and/or (c) reverse compile or in any other way arrive at or attempt to arrive at the source code of the Supplier Pre-Existing IP.</p> <p>All the intellectual property rights in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party the Authority’s/ the Consultant’s licensor and to the extent required for the purposes specified in the Agreement the Authority shall have user rights in accordance with license agreement (EULA) as applicable for use of such software.</p> <p>Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of the Agreement. For the purposes of clarity the Consultant’s shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables provided under the Agreement for the</p>	
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		<p>Authority, for any other client of the Consultant. Nothing contained herein shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party. The Authority warrants that the materials provided by the Authority to Consultant are duly owned or licensed by the Authority.</p> <p>3. Acceptance</p> <p>The Authority will carry out acceptance testing of deliverables (for the deliverables which are subject to acceptance procedure) as per schedule presented by the Consultant in its Bid/Proposal or otherwise as per mutually agreed schedule. The Authority will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of Acceptance Testing(s). The acceptance testing will be based on the test cases provided by the Authority. The Consultant will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by the Authority, will be notified to the Consultant in writing not later than five (5) days of delivery. The Consultant will correct the defects that are a deviation from the baseline immediately following the acceptance. The Authority will confirm acceptance in writing to the Consultant. the Authority shall not withhold or delay the issuance of sign off or taking over certificate, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by the Authority if the Authority (a) fails to provide the list of non-conformities within five (5) days of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of five (5) days from delivery, or (c) starts using the deliverable in a live production environment.</p> <p>4. In the event of termination, the Authority shall however, be liable to pay Consultant for the services rendered till the effective date of termination and reasonable termination compensation towards unrecovered investments.</p> <p>5. Payment Terms</p>	
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		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.	
100	Appendix-I	Clause 1.7 doesn't seem relevant and should be removed. Kindly suggest.	Please refer to RFP. No change is contemplated.
101	Appendix-II	Kindly explain Resident and expatriate personnel.	Please refer to RFP. No change is contemplated.
102	General	Detail information about development and maintenance of WEP portal.	Please refer to RFP. No change is contemplated.
103	General	Government spending on software and reduce rework.	Please refer to RFP. No change is contemplated.
104	General	Support required to pass eligibility criteria as qualified technology startup, so we can face the commercial bidding.	Please refer to RFP. No change is contemplated.
105	General	We request that the Bid Submission Date may kindly be extended by 4 weeks from the date of release of queries by NITI Aayog.	Please refer to RFP. No change is contemplated.