

| Sr.No | Page No | Clause No | Reference/Subject | Query/Suggestion | MPCTD Comments |
|-------|---------|-----------|---|---|---|
| 1 | 8 | 2.3 | Team Deployment details | We request to clarify that does support personnel need to be available on State Govt Work Off Days ? We request to clarify what are these key activities? We request to revise Service window to client working day at least for Technical Staff. | Refer Corrigendum |
| 2 | 7 | 2.3 | Team Structure with Roles, Responsibilities, Experience and Qualification should be as follows: | We request to clarify that are the "qualifications and certifications required" mentioned, are must or can be relaxed based on the experience factor ? | Can be relaxed for exceptional candidates. |
| 3 | 7 | 2.3 | Team Structure with Roles, Responsibilities, Experience and Qualification should be as follows: | We request to provide details for Development team and database administrator.This structure focuses on support staff and the details for above are not specified. | No change. |
| 4 | 9 | 3.1.1 | a. Be responsible for operation, maintenance and management of the VATIS Application, Web Portal, Mobile based services and also of any future developments. | We request to confirm are the future developments being referred here beyond the scope of functionalities as mentioned under section 3.1.3. and it is further Requirements Understanding and Development ? | 'Future developments' refers to any changes implemented by the successful bidder post signing the contract. |
| 5 | 9 | 3.1.1 | c. Be responsible for ensuring that the security features in the VATIS application and the portal are always up-to-date with the latest technology and best practices. | We request more clarity on this clause. | No change. |
| 6 | 9 | 3.1.1 | f. Carry out all changes in functionality on account of changes in applicable and new legislations / statutes, Rules and notifications (Government Orders) and changes requested by the Department. | We request to consider the changes being referred here beyond the scope of functionalities as mentioned under section 3.1.3. Further Requirements Understanding and Development may lead to timely revision in delivery plan for functionalities required under section 3.1.3. We suggest that any future changes due to legislations / statutes should be outside the existing scope of work and it should be covered under change management process. | No change. |
| 7 | 9 | 3.1.1 | g. Maintain Mobile based utilities and Apps and manage activities related to various App Stores like Google Playstore, Government App Store, etc. as decided by CCT from time to time. | We assumed that any negotiation and registration for any app store will be handled by MPCTD | Refer Corrigendum |
| 8 | 9 | 3.1.1 | h. The web portal, VATIS and other applications, to the extent relevant and possible, should adhere to Standards, Policies and Guidelines issued by STQC, prevalent IT Act, NIC, Cert-IN, GSTN and other government agencies. | We request MPCTD to share expected Standards, Policies and Guidelines in consolidated document. | No change. |
| 9 | 9 | 3.1.1 | i. Ensure that User-Interface should be capable of catering to all the needs of the users. And also to ensure that User Interface of VATIS, Web Portal, and other applications are user friendly and same throughout the application. | We request to specify in detail regarding expected features to be implemented for user friendliness. | No change. |
| 10 | 9 | 3.1.1 | k. Data should be stored in Database in encrypted format and all relevant keys will be with authorized Department officials. | We request to clarify what all are sensitive data that should be stored in encrypted format in database. | Important data like data related to Return, Tax Payments, Refunds, Adjustments. |
| 11 | 9 | 3.1.1 | l. Annual Third-Party Security Audit by Cert-In (Government of India) empanelled agency, risk assessment, recommendations and enhancements of CCT servers. | Kindly confirm that MPCTD shall schedule such Audits,Pay fees/cost for such Audits and suggested enhancements of CCT Servers as and when required. | Refer Corrigendum |

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| 12 | 10 | 3.1.2 | GST related changes : The Successful Bidder shall be responsible for understanding the changes with respect to finalized GST framework, finding gaps, design solutions, data exchanges with systems of other tax authorities, IGST transfer reconciliation and implement the changes accordingly in existing application. | We request to provide more granular details of requirements at the RFP stage for efforts estimation | Refer Corrigendum- |
| 13 | 10 | 3.1.3 | Further Requirements Understanding and Development | We request to consider the fact that Requirement gathering is critical and depends on availability of client's IT & Functional team. We recommend to start timeline for delivery from the day requirement is reviewed and signed off by the client's IT team. In addition to it, Delivery schedule should also be in line with the same. | No changes- |
| 14 | 13 | 3.1.3 | List of Requirements with Timeline for Delivery 50. Integration with other departments as required by CCT from time to time. | We assume that MP CTD shall be primarily responsible and shall arrange meetings for integration discussion with other departments. Any delay by the respective department in providing requirement shall be excluded while calculating timeline for delivery. | No change. Please refer Section 3.2.1 which says 'The penalty will be levied on the successful bidder only in case of delay on part of the successful bidder. ' |
| 15 | 10 to 14 | 3.1.3 | Requirement Specifications | We request to provide more details for the list of requirements to understand clearly and for efforts estimation | No change |
| 16 | 11 | 3.1.3 | 5. Alert (by email, SMS) whenever there is a change in data from backend. Any change in dealer data from back end should accompany appropriate messages to supervisors of the vendor and also designated officials of the department. Also, the sensitive data in the database should be encrypted and encryption key should be with departmental official. | Please let us know the data those are sensitive and required encryption at database level. | Change in any data from backend should result in generating alerts. |
| 17 | 12 | 3.1.3 | 30 IGR integration for builders. | We request to provide detailed requirement. We assume that department will interact with IGR department and provide us final requirement for integration. | The data will be exchanged with IGR servers on real time basis. |
| 18 | 12 | 3.1.3 | 34. PIS data migration to IFMIS application of the CTA, whenever it is ready. | We request to provide details of existing PIS System. Currently PIS is maintained by which vendor ? Is this mean that bidder will also have to maintain PIS system as part of AMC? | The successful bidder will be responsible for data migration from PIS to IFMIS. The new application will be maintained by IFMIS team at CTA. |
| 19 | 14 | 3.1.4.1 | The Successful Bidder shall procure, supply and maintain digital signatures | We request to clarify that Digital certificate required with USB token? or only digital certificate ? Please specify any specific type of Digital Signature which should be bound. | No change |
| 20 | 14 | 3.1.4.3 | Handheld devices | We request to clarify what kind of hand held devices are being expected here exactly ? Can there be any examples please ? Please also provide details required for software on handheld device. | No change |
| 21 | 14 17 | 3.1.4.3 3.1.5 | Various SMS and Email Facilities under : Handheld devices Helpdesk Facility Push-SMS, Pull-SMS, SMS facility of key transactions | We assume that MPCTD will own the SMS Cost. | Yes |
| 22 | 15 | 3.1.8 | Project Deliverables (but not limited to) | We request to provide specific details here as this clause is very much open ended. Also please mention What is expected frequency of submitting each IGR document listed? | No change |

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| 23 | 16 | 3.2 | Service Level Requirements | <p>We request to insert the following standard uptime exclusions – The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to MPCTD such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder’s consent and/ or failure to maintain the site as required by the Bidder; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by MPCTD; (Bidder may also request MPCTD for a shutdown for maintenance purpose, which request will not be denied unreasonably by MPCTD); (g) Time taken for booting the system (h) Time lost due to unavailability of links.</p> | No change. Please refer Section 3.2.1 which says 'The penalty will be levied on the successful bidder only in case of delay on part of the successful bidder.' |
| 24 | 16 | 3.2 | Service Level Requirements | <p>We request to clarify that the overall cumulative penalty under various provisions of the tender document and the resultant contract shall not exceed 1% of the total contract value. We request to clarify that penalty will be levied only if the failure is due to reasons solely and entirely attributable to the failure of the Bidder. We request to state that this shall be the exclusive remedy of MPCTD and sole obligation of the Bidder. Hence we request to modify the clause accordingly. We request to delete the following from page no. 23 as the same is not acceptable to the Bidder – 'Incremental penalty of 0.25% of monthly AMC will be levied for every repetition of any resolved distinct severity incident within the month.'</p> | No change. Please refer Section 3.2.1 which says 'The penalty will be levied on the successful bidder only in case of delay on part of the successful bidder.' |
| 25 | 17 | 3.2.1 | Software Development SLR - SLR will be applicable after TWO months of signing of the contract and needs to be complied by successful delivery of requirements mentioned in Scope of Work. Decision regarding taxation which have to be enforced from certain specific date, development related to such changes has to be complied within stipulated time limit, irrespective of anything in RFP. | Decision regarding taxation which have to be enforced from certain specific date, Please specify if it will be driven by change management mechanism or not. | This clause talks only about parameteric and data related changes with respect to taxation and not procedural changes. |
| 26 | 17 | 3.2.1 | Software Development SLR : Decision regarding taxation which have to be enforced from certain specific date, development related to such changes has to be complied within stipulated time limit, irrespective of anything in RFP. | While making such changes on departments' request,there may be variation in delivery timeline expected under section 3.1.3.This needs to be considered by department and we request penalty shall not be levied on such deviations. | No change |
| 27 | 20 | 3.2.4 | Software Development SLR Penalty Phase 1. Please refer Section 5.25 ,Page #36 (Schedule of Payments for QMC of Software) | We request to clarify QMC terms for all items as it is not defined in RFP explicitly.Also, No section in RFP is referring to Schedule of Payments for QMC of hardware.Here, referred section 5.26 relates to Resolution of Disputes . | Refer Corrigendum |

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| 28 | 20 | 3.2.5 | XI. Day-to-day monitoring shall be done with the manpower to be deployed at the various divisions by selected Bidder. | What kind of monitoring is referred here? Does successful bidder need to deploy manpower at all 16 MPCTD division across the MP? What could be the experience level CTD is expecting here? | Refer Corrigendum |
| 29 | 21 | 3.2.5 | XIV. Analyse the incident / call statistics and provide monthly reports including but not limited to: | We request to clarify what other statistics are required by MPCTD ? | No change |
| 30 | 21 | 3.2.5 | XV. SLR for support calls for the application are mentioned below: Severity 1. | We request to MPCTD to update severity 1 resolution time at least 4 hours for client working day. | No change |
| 31 | 21 | 3.2.5 | XV. SLR for support calls for the application are mentioned below: Severity 2. | We request to MPCTD to update severity 2 resolution time at least 8 hours for client working day. | No change |
| 32 | 21 | 3.2.5 | Following definitions of Severity Levels with examples excludes problems arising from Hardware or Networking malfunction. | We request to revise the example set for various severity levels and define it in line with industry standards.Eg : TIN cancellation facility shall be considered severity 3. | No change |
| 33 | 21 | 3.2.5 | Following definitions of Severity Levels with examples excludes problems arising from Hardware or Networking malfunction | Dependency on third party software shall also be excluded while defining Severity Levels.Eg: problem in Payment Gateway from Third Party,etc | No change. Please refer Section 3.2.1 which says 'The penalty will be levied on the successful bidder only in case of delay on part of the successful bidder. ' |
| 34 | 23 | 3.2.5 | Operational SLR ,Penalty Applied. | We request to confirm that penalty should be applied only when delay in incidence resolution is solely attributable to bidder and opportunity for explanation will be given to bidder before penalty applied. | No change. Please refer Section 3.2.1 which says 'The penalty will be levied on the successful bidder only in case of delay on part of the successful bidder. ' |
| 35 | 23 | 3.2.5 | SLR for helpdesk/maintenance calls and penalty applied table | For operational SLR, there is no cap on the maximum penalty applied. Upper limit should be defined for the maximum penalty applied under this clause. | No change |
| 36 | 23 | 3.2.5 | Operational SLR : Examples of Penalties | No. of hours/days as defined under table and no. of hours/days defined under the paragraph below the table are not in sync.e.g.Severity 1 Penalty is applied in the block of 1 hour under table and has been defined in the block of 4 hours under the paragraph below the table.Kindly confirm. | Refer Corrigendum |
| 37 | 24 | 3.2.6 | Hardware Delivery and Maintenance SLR Penalty Pt.1 Please refer Section 5.26 (Schedule of Payments for QMC of hardware) | We request to clarify QMC terms for all items as it is not defined in RFP explicitly.Also, No section in RFP is referring to Schedule of Payments for QMC of hardware.Here, referred section 5.26 relates to Resolution of Disputes .Please confirm if section 5.25.4 is being referred here for payment schedule of Hardware/Devices? | Refer Corrigendum |
| 38 | 24 | 4 | Source Code | We request to remove the words ' source code of the ' from this sentence.The revised statement should be "the existing software will be provided to successful bidder as per existing agreement with our existing application vendor." | No change |
| 39 | 24 | 4 | Source Code | Source Code sharing violates the IPR principle and also violates simple business sense. Effective business suggests in strong sense that Source Code should be the property of the Bidder who had developed the Base Framework in Originality. | No change |
| 40 | 27 | 5.11.1 | EMD of 30 lacs is required as BG / DD. | It is recommended to waive the requirement for submission of EMD as the Bidder can't submit the same. | No change |
| 41 | 27 | 5.10 | Bid Prices | We request to clarify that any newly introduced taxes or any increase in existing taxes shall be to the account of MPCTD. Each party shall be responsible for its own income tax. | Refer Corrigendum |
| 42 | 28 | 5.11.3 | Forfeiture of Bid Security | We request to delete bullet point no. 2, 3 and 4 as the same is not acceptable to the Bidder as instances for forfeiture of the Bid security. | No change |
| 43 | 28 | 5.12.2 | Extension of Period of Validity | We request to delete the word 'solicit' from the first sentence of this clause. | No change |

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| 44 | 33 | 5.19 | Criteria for Evaluation and Comparison of Technical Bids : The financial bids of only those bidders who have scored at least 65% marks in technical bid evaluation process will be considered for financial bid evaluation. | RFP mentions about at least 60% technical score at page no. 30(5.17.3) and 33(5.20.1) whereas clause 5.19, page no. 33 talks about at least 65% technical score to qualify for financial bid. Please confirm. | Refer Corrigendum |
| 45 | 35 | 5.23 | The Bidder shall acknowledge in writing by sending his Letter of Acceptance (LOA) along with the performance guarantee pursuant to Section 4.25 within two weeks (14 days) of receiving the notification of award. | There is no section which is numbered as 4.25. Performance Guarantee is mentioned under 5.24. Please confirm. | Refer Corrigendum |
| 46 | 35 | 5.24 | A Performance Bond of 10% of value of the contract would be furnished by the bidder in the form of DD/Bank Guarantee from a Scheduled Bank. | It is recommended to waive the requirement for submission of performance bond. | No change |
| 47 | 35 | 5.23.5 | Failure to abide by the Agreement | We request to delete the reference to penalty under this section. | No change |
| 48 | 36 | 5.25 | Payment Milestones | It is recommended to change the payment terms as mentioned below: - 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 - 100% payment for Data Migration upon completion of migration - 100% payment for Site preparation upon completion of sites - Payment for Infra O&M as equated quarterly installment in Advance - Payment for Services O&M as equated monthly installment in Arrears. - 100 % Payment of implementation of functionalities under section 3.1.3 as and when the item is delivered on Production. | No change |
| 49 | 36 | 5.25 | Schedule of Payments | We request to clarify that MPCTD shall remit payment to Bidder within thirty (30) days following its receipt of each invoice. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the MPCTD to the Bidder and the Bidder 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, Bidder 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 MPCTD and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. | No change |
| 50 | 36 | 5.25.1 | Schedule of Payments : Operations and Maintenance | Instead of Paying at the End of the Quarter, it is advised and requested to make the payment at the beginning of the Quarter considering the long term sustainability and overall health of any Bidding Organization. | No change |

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| 51 | 36 | 5.25 | Schedule of Payments: | <p>There is NO Advance payments clause in the RFP.</p> <p>It is advised and requested to draft in some kind of Advance payment OR a percentage payment either at the time of signing the contract OR within first 15 days of project start-up, whichever is suitable to the department.</p> <p>This helps in overall sustainability factors for any bidding organization.</p> <p>This also helps in keeping the overall cost low and hence will be beneficial to the department.</p> | No change |
| 52 | 37 | 5.26 | Resolution of Disputes | <p>We request to clarify that any dispute arising between the parties shall be referred to a board of arbitration comprising of three (3) arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. The award given by the arbitral board shall be final and binding on the parties. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996.</p> | No change |
| 53 | 44 | ANNEXURE 2 | List of Items under FMS | <p>We assume that this is just for information of Bidder and Bidder will not be responsible to monitor and maintain it.</p> | Yes |
| 54 | 48 | ANNEXURE 4 | Declaration for Acceptance of Terms & Conditions | <p>We request to clarify that the acceptance by the Bidder of the terms and conditions of the Bid is subject to deviations and additional provisions proposed by the Bidder.</p> | No change |
| 55 | 55 (last bullet point) | ANNEXURE 10 | Financial Bid Covering Letter | <p>We request to please refer to our earlier clarification on the point of taxes and request to incorporate the same under this clause. We also suggest to have bid price without taxes and duties. Purchaser should be responsible for any taxes and duties on actual.</p> | Refer Corrigendum |
| 56 | 56 (Para 3) | ANNEXURE 10 | Financial Bid Covering Letter | <p>We request to delete the word 'unconditional' from the first sentence of this paragraph as the same is not acceptable. The acceptance by the Bidder of the terms and conditions of the Bid is subject to deviations and additional provisions proposed by the Bidder.</p> | No change |
| 57 | 56 (Para 4) | ANNEXURE 10 | Financial Bid Covering Letter | <p>We request to clarify that all the information and material provided under this bid as a part of the response to this RFP is based on the information and documents available with the Bidder and is true to the best of our knowledge and belief.</p> | No change |
| 58 | 58 (point no. 3) | ANNEXURE 11 | Performance Guarantee Format | <p>We request to delete the following words 'However, its validity can be got extended before _____ solely at the instance of the Purchaser.'</p> | No change |
| 59 | | General | General | <p>There is no clause for transfer of ownership for H/W & System S/W to customer.</p> <p>It is recommended that ownership of H/W, System S/W and equipments shall be transferred to customer upon delivery.</p> | Refer Corrigendum |
| 60 | | General | General | <p>There is no prequalification requirement for Net Profit of the Bidder. This is a Must requirement as any organization without considerable positive net profit can become an onerous risk which can derail the project objectives. Hence, request to kindly include a Prequalification Requirement of a minimum Net Profit of 300 to 500 Crores.</p> | No Change |

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| 61 | | General | General | We request to clarify Target Audience,total number of users/personnel to be trained and frequency of trainings,if trainings has to be provided. | No change |
| 62 | | General | General | If Training has to be provided, then please clarify if it should be provided at a centralized location. | Yes |
| 63 | | General | General | If Training has to be provided, then please clarify if the department will provide space, infrastructure and other consumables for training. | Yes |
| 64 | | | General comment | We request to clarify that terms and conditions of this RFP shall be subject to the deviations proposed by the Bidder. | No change |
| 65 | | | General comment | We request to clarify that any third party software and/or hardware shall be governed by the terms and conditions signed between OEM and the MPCTD. | Yes |
| 66 | 59 | ANNEXURE 12 | Bid Security Form | <p>We request to add the following –</p> <p>Notwithstanding anything contained herein above</p> <p>a) Our liability under this bank guarantee shall not exceed Rs _____/- (Rupees _____ only).</p> <p>b) This bank guarantee shall be valid upto -----</p> <p>c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before -----before hours (Indian Standard Time) whereafter it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.</p> | This is already addressed under RFP ANNEXURE 11: Performance Guarantee Format, Hence no change. |
| 67 | | Additional Clauses | Limitation of Liability | <p>We request to add the following clause–</p> <p>Bidder 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 the MPCTD 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 Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the MPCTD, then Bidder 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 Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the MPCTD. Such failures or delays shall be brought to the notice of the MPCTD and subject to mutual agreement with the MPCTD, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the MPCTD 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>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</p> <p>The total cumulative liability of either party arising from or relating to this agreement shall not exceed amount paid to the Bidder by the MPCTD for</p> | Refer Corrigendum |

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| 68 | | Additional Clauses | Intellectual Property Rights | <p>Request to insert the following provisions –</p> <p>MPCTD acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder’s proprietary software or tools. If Bidder and MPCTD mutually agree that the Bidder provides to MPCTD any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this section shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, MPCTD acknowledges that in performing services under this Agreement Bidder may use Bidder’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 Bidder 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, (“Bidder Pre-Existing IP”). Bidder agrees that except with prior consent of MPCTD, Bidder shall not embed or incorporate any Bidder Pre-Existing IP. Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under a statement of work under this Agreement, Bidder hereby grants to MPCTD a non-exclusive license of any such Bidder Pre-Existing IP in connection with the performance of the services hereunder.</p> | Refer Corrigendum |
| 69 | | Additional Clauses | Confidentiality | <p>Request to insert the following definition of Confidential Information -</p> <p>The term “Confidential Information”, as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the disclosing party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the receiving party from any source or that may be developed for the disclosing party as a result of this Agreement.</p> <p>We request to make confidentiality clause mutually applicable to both party’s confidential information.</p> <p>We request to add the following exceptions and exclusions to confidentiality clause –</p> <p>This restriction does not limit the right to use Confidential Information contained in the data if it:</p> <ol style="list-style-type: none"> a. Is obtained from another source without restriction. b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; c. becomes generally known to the public without violation of this proposal; d. is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information; e. is required to be provided under any law or process of law duly | Refer Corrigendum |

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| 70 | | Additional Clauses | Acceptance | We request to add a clause on Acceptance testing including a provision to state that the deliverables shall be deemed to have been accepted if MPCTD does not notify acceptance with agreed period for acceptance on completion of acceptance test or starts using the deliverable in live environment before giving such acceptance. | No change |
| 71 | | Additional Clauses | Change Management | We request to add a detailed clause on change management procedure. | Refer Corrigendum |
| 72 | | Additional Clauses | Force Majeure | We request MPCTD to insert a provision on Force Majeure. | Refer Corrigendum |
| 73 | | Additional Clauses | General Indemnity | We request to add the following clause on general indemnity- Each party (in the capacity as indemnifying party) will defend, indemnify and hold the other party, its affiliates, directors, officers and employees (in the capacity of indemnified party) from and against any third-party claim, demand, suit, proceeding, cost and expenses therewith to the extent such demand, claim or action relates to or is based on any personal injury, death or damage to property caused by the negligence or willful misconduct of the indemnifying party or its agents and representatives, in the performance of this Contract, unless caused by the negligence or misconduct of the other party/it's personnel. | No change |
| 74 | | Additional Clauses | Severability | Request MPCTD to include clause on severability. | No change |
| 75 | | Additional Clauses | Governing Law | We request to state that the agreement between the parties shall be governed by and construed in accordance with Laws of India and the parties submit to the exclusive jurisdiction of the courts in Mumbai. | Refer Corrigendum |
| 76 | | Additional Clauses | Entire Agreement | We request to add the following clause- This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement. | No change |
| 77 | | Additional Clauses | Waiver | We request to include the following clause- No forbearance, indulgence or relaxation by any party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement. | No change |

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| 78 | | Additional Clauses | Non- exclusivity | We request to include non-exclusivity of the services provided by the Bidder to any third party- Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal. | No change |
| 79 | | Additional Clauses | Non-solicitation | We request MPCTD to insert provisions for non-solicitation of employees of the Bidder by MPCTD for a period of two years. | No change |
| 80 | 9 | 3.1.1(a) | | The clause provides that the Successful Bidder shall be responsible for “any future developments”. Please clarify what is meant by “any future developments”, so that a firm scope can be drawn up and commercials provided accordingly. | "Future developments' refers to any changes implemented by the successful bidder post signing the contract. |
| 81 | 9 | 3.1.1(f) | | Please clarify what “new legislations / statutes, Rules and notifications (Government Orders) and changes requested by the Department” are being referred to in this clause. | This clause talks only about parameteric and data related changes with respect to legislations / statutes, rules, etc. and not the procedural and programming flow related changes. |
| 82 | 9 | 3.1.1(j) | | Please provide us with the “software development standards and best practices at least which have been adopted by GSTN” | No change |
| 83 | 10 | 3.1.1(I)d. | | Please share the NDA as per MPCTD format | Refer Corrigendum |
| 84 | 15 | 3.1.7 | | Please provide what are “acceptable quality standards currently being followed” | No change |
| 85 | 17 | 3.2.1 – Software Development SLR | | In this clause there is a dependency on future decision. Kindly elaborate scope of work change referred in this clause with example. | No change |
| 86 | (a) 30 (b) 33 (c) 33 | (a) 5.17.3 (b) 5.19. (c) 5.20.1 | | Technical qualification score is mentioned as 60%, 65% and 60%. Request you to please make it uniformly 60%. | Refer Corrigendum |
| 87 | 31 | 5.18 | | Request to allow consortium to participate for this RFP. | No change |
| 88 | 35 | 5.23.1 | | Since performance guarantee is provided in section 5.24, the reference to “Section 4.25” should be replaced with “Section 5.24”. | Refer Corrigendum |
| 89 | 35 | 5.23.3 & 5.23.4 | | Successful bidder should be given the opportunity at RFP stage to understand all the terms of the proposed contract to be signed. Hence, request to please share any such terms. Otherwise, if shared at a later stage, since Successful Bidder is not aware of those terms while submitting proposal, Successful Bidder should be (a) given an opportunity to negotiate the terms of the contract at that time (b) if such terms are not acceptable to Successful Bidder, it should have a choice to withdraw the bid without forfeiture of Bid Security or Performance Guarantee, as the case may be. | The contract will be in the lines of RFP. |
| 90 | 36 | 5.24 (2 nd para) | | The clause relating to payment of proceeds of performance guarantee are very wide, open ended and one-sided. (a) Successful Bidder should be given opportunity to rectify defaults by written notice within specified period. (b) Only for defaults which remain unrectified, performance guarantee should be payable. (c) Also, invocation of this clause should be subject to any other mutual agreement between the Client and Successful Bidder, especially in view of clause 3.1.6(a). Further, all defaults of Successful Bidder which are attributable to client should not be liable for payment of performance guarantee. | No change |
| 91 | 37 | 5.25.4 | | Please clarify what are the criteria for “successful” delivery. | Please refer section 3.2.6 under Basis of Measurement |

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| 92 | 37 | 5.25.4 Note 1 | | Please clarify what are the criteria for “successful” completion of work. | Based on performance of Bidder as per 'Basis of Measurement' mentioned in Section 3.2, the MPCTD may take the decision to extend the contract. |
| 93 | 37-38 | | 5.26 | Please clarify if the details relating to arbitration (such as the constitution of arbitral tribunal, venue of arbitration, costs of arbitration etc.) shall be provided at RFP stage or upon contract award. | No change |
| 94 | 27 37 | 5.10. Bid Prices 5.25 | | 5.10.1 says “The Bidder shall quote price (excluding taxes, levies, duties etc.) in Indian National Rupees (INR) whereas note 3 to point 5.25 says “All taxes and duties levied only by the State or Central Government will be borne by the Client” Further, note to Annexure 10 says “All taxes and duties levied only by the State or Central Government will be borne by the Department. Prices shall be inclusive of all taxes and duties except service tax. The service tax will be paid extra by the department as per the prevalent tax rates.” This is contravening to note 3 to point 5.25 mentioned above. | Refer Corrigendum |
| 95 | 37 | 5.25.4. Hardware / Devices | | Hardware Cost should not relate to O&M period. Further, successful bidder is also furnishing BG. Proposed Clause 70% At Successful Delivery and commissioning of all Hardware. 30% at 30 days after successful delivery and commissioning of all hardware. | No change |
| 96 | 9 | 3.1.1 (e) | | Does the Client have any Issue tracker in mind or will the vendor be proposing one for them? | Vendor to propose. |
| 97 | 10 | 3.1.2 | | Since the implementation of GSTN is still under consideration, will the support vendor get an approximate understanding of the effort of integration? | Refer Corrigendum- |
| 98 | 11 | 3.1.3 Sl. 5 | | Is the encryption already implemented or will it be part of this new scope | It will be part of new scope |
| 99 | 11 | 3.1.3 Sl. 11 | | Against what will it be verified? | Through NSDL. |
| 100 | 11 | 3.1.3 Sl. 15 | | Please explain this requirement. | Through recently launched facility e-Gatiman, the dealers can generate and carry a single number for a waybill. Through Super-Gatimaan feature, it is expected to generate a single number for multiple waybills. If the unique number is cleared then it will be deemed that all waybills corresponding to the unique number are cleared at the check post. |
| 101 | 12 | 3.1.3 Sl. 37 | | Is it only available for Android? | Yes |
| 102 | 13 | 3.1.3 Sl. 45 | | How will the production data be copied to a different server? | That can be decided based on discussion between bidder and MPCTD |
| 103 | | Generic | | There is a clause that bidder is required to implement changes in the system when GST comes into implementation. We don't have any clue regarding the envisaged changes that would need to be incorporated as of now. It could be a huge task and it may hamper the entire system design, also requesting you to re-look at the clause once. We would suggest taking man month rate from bidder, so that necessary changes can be incorporated with this rate and mutually agreed effort. | Refer Corrigendum- |
| 104 | 10 | 3.1.3 | | Request to please provide detailed workflow and functionalities of mentioned modules, it will be required to get exact scope and costing | No Change |
| 105 | 37 | 5.25.4 | | We request to please separate hardware procurement from scope of this RFP. | No change |

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| 106 | 32 | 5.19 Serial No:8 | | We Request to modify this clause as follows: "No. of Software Development& AMC services/consultancy services projects implemented or currently being implemented in CBEC or any State Commercial Tax department (Excluding Special Category States) in the last 3" | No change |
| 107 | 5 | Key Notifications, Page no.5 | "The bid should be submitted by a single entity and consortium of companies will not be allowed" | Request you to allow Consortium Members up to 3 (Including Lead/Prime Bidder + Two Consortium Member) | No change |
| 108 | 31 | Pre-Qualification criteria, point no.2, page no. 31 | "The Bidder should be a profitable company having an average annual turnover of Rs. 500 Crores with a positive net worth during last three financial years, i.e. for 2011-12, 2012-13 and 2013-14." | Request you to modify this clause to "Bidder / Consortium Member(s) should be a profitable company having an average annual turnover of Rs. 500 Crores with a positive net worth during last three financial years, i.e. for 2011-12, 2012-13 and 2013-14" OR "Bidder should be a profitable company having an average annual turnover of Rs. 350 Crores with a positive net worth during last three financial years, i.e. for 2011-12, 2012-13 and 2013-14" | No change |
| 109 | 31 | Pre-Qualification criteria, point no.3, page no. 31 | "The Bidder should be a CMMI level 5 certified company" | Request you to modify this clause to "Bidder should be a CMMI level 3 certified company" | No change |
| 110 | 31 | Pre-Qualification criteria, point no.4, page no. 31 | "The Bidder should have a minimum of 500 qualified and experienced IT professionals working with the company" | Request you to modify this clause to "Bidder / Consortium Member(s) should have a minimum of average 500 qualified and experienced IT professionals working with company" | No change |
| 111 | 31 | Pre-Qualification criteria, point no.5, page no. 31 | "The Bidder should have experience in Design, Development & Maintenance of software application for atleast 3 e-Governance projects, each of contract value of min. Rs. 5 Crore during last 5 years." | Request you to modify this clause to "Bidder / Consortium Member(s) should have experience in Design, Development & software application for atleast 3 eGovernance projects, each of contract value of min. Rs. 5 Crore during last 5 years." | No change |
| 112 | 8 | 2.3 Support Personnel Requirements (iv) Team Deployment 4. Technical Staff [4+1+1] 5. Help Desk Analyst[3+1+1] | | Clarification required on 4,1,1 Does it mean shift working? Clarification required on 3, 1 and 1. Does it mean shift working? | Yes. (4, 3) in peak hours shift and (1,1) in off peak hours and holidays shifts. Please refer corrigendum. |
| 113 | 9 | 3.1 Scope of Work 3.1.1 Operation and Maintenance of VATIS application | | When was VATIS application developed. Please help with Month and Year of order given and production roll out. | Order given in 2007. Production roll out in July 2010. |
| 114 | 9 | 3.1 Scope of Work | | What is DB size of VATIS & Portal applications and how many no of tables/SPs are in these DBs. | DB size is around 350 GB. As per information received from existing vendor, there are around 1503 tables, 955 SPs, 55 functions, 803 sequences and 98 Packages in the database. |
| 115 | 9 | 3.1 Scope of Work 3.1.1 Operation and Maintenance of VATIS application | | Please share current defined SLRs and results achieved. This shall help us to prepare strategy to meet and then improve SLRs. | No change |

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| 116 | 10 | 3.1.2 GST Related Changes | | Request - GST scope is not yet defined as its pending for parliament approval and draft RFP is floated. We request MPCTD to exclude GST from commercial quote as understanding of bidders on GST may vary which will result in huge variation in quoted commercials. | Refer Corrigendum- |
| 117 | 10 | 3.1.3 Further Requirements Understanding and Development | | Request - Delivery of Phase I scope items need to be kept 2 months and then sub sequent phases | No Change |
| 118 | 14 | 3.1.4 Procure, Supply and Maintenance of Hardware / Devices | | Please help with preferred warranty requirements such as 'back to bench' etc | We have mentioned the SLAs regarding Hardware delivery and maintenance in clause 3.2.6. The bidder shall arrange for warranty accordingly. |
| 119 | 9 | 3.1 Scope of Work | | Non manpower resources like Desktop for individuals, development S/W licenses, phone, office space etc will be provided by MPCTD. | Please refer RFP Section 3.2.5 Operational SLR - S/N II. |
| 120 | 31 | 5.18 Criteria for Evaluation & Comparison of Pre-Qualified Bids The Pre-Qualification proposal will be evaluated using the following checklist The Bidder should be a profitable company having an average annual turnover of Rs. 500 Crores with a positive net worth during last three financial years, i.e. for 2011-12, 2012-13 and 2013-14. | | Looking at EMD, we request to relax average annual turnover to Rs 300 Crores instead of 500 Crores | Refer Corrigendum |

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| 121 | 32 | <p>5.19 Criteria for Evaluation and Comparison of Technical Bids</p> <p>The technical proposal will be evaluated based on documentary proofs submitted, using the criteria mentioned below.</p> <p>Annual turnover of Rs. 500 Crores or, more in each of the last three financial years i.e. for 2011-12, 2012-13 and 2013-14</p> <table border="0"> <tr> <td>Turn Over</td> <td>Points</td> </tr> <tr> <td>500-750</td> <td>5</td> </tr> <tr> <td>751-1000</td> <td>10</td> </tr> <tr> <td>1001 and above</td> <td>15</td> </tr> </table> | Turn Over | Points | 500-750 | 5 | 751-1000 | 10 | 1001 and above | 15 | | <p>Looking at EMD, we request to</p> <p>Request to change limit of Annual turnover to below values</p> <table border="0"> <tr> <td>Turn Over</td> <td>Points</td> </tr> <tr> <td>300-500</td> <td>5</td> </tr> <tr> <td>501-650</td> <td>10</td> </tr> <tr> <td>650 and above</td> <td>15</td> </tr> </table> | Turn Over | Points | 300-500 | 5 | 501-650 | 10 | 650 and above | 15 | Refer Corrigendum |
| Turn Over | Points | | | | | | | | | | | | | | | | | | | | |
| 500-750 | 5 | | | | | | | | | | | | | | | | | | | | |
| 751-1000 | 10 | | | | | | | | | | | | | | | | | | | | |
| 1001 and above | 15 | | | | | | | | | | | | | | | | | | | | |
| Turn Over | Points | | | | | | | | | | | | | | | | | | | | |
| 300-500 | 5 | | | | | | | | | | | | | | | | | | | | |
| 501-650 | 10 | | | | | | | | | | | | | | | | | | | | |
| 650 and above | 15 | | | | | | | | | | | | | | | | | | | | |
| 122 | 37 | 5.25.4 Hardware / Devices Payment milestone | | Request to introduce one milestone as first milestone 20% amount on 'Placing of HW order' and remaining milestone may be adjusted for this 20%. | No change | | | | | | | | | | | | | | | | |
| 123 | 54 | Annexure 9 – CD Details Format | | Request to ask for CV of key personnel like PM and TA only | No change | | | | | | | | | | | | | | | | |
| 124 | 55 | Annexure 10 – Financial Bid Covering Letter C. Total Cost for GST related developments ** | | Request to exclude item C from commercial quote table. | No change | | | | | | | | | | | | | | | | |

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| 125 | 9 | <p>3.1 Scope of Work 3.1.1. (h)The web portal, VATIS and other applications, to the extent relevant and possible, should adhere to Standards, Policies and Guidelines issued by STQC, prevalent IT Act, NIC, Cert-IN, GSTN and other government agencies.</p> | | <p>Is STQC/Cert-In certification required for new development? If yes then who will bear the cost dept. or vendor?</p> | <p>STQC certification is not required. Third-party security audit is required as per RFP Section 3.1.1 S/N I. Please refer corrigendum regarding cost of Security Audit.</p> |
| 126 | 9 | <p>I. Annual Third-Party Security Audit by Cert-In (Government of India) empanelled agency, risk assessment, recommendations and enhancements of CCT servers.</p> | | <p>who will bear the cost dept. or vendor?</p> | <p>Same as above.</p> |
| 127 | 10 | <p>3.1.3. Further Requirements Understanding and Development The Successful Bidder shall also understand the new requirements of the department and further customize the existing solution. Following is the list of requirements that are required to be implemented along with the timeline (This timeline will start TWO months after signing of contract)</p> | | <p>Is there any possibility to carry out the development at offshore?</p> | <p>Yes. Only the Support Team needs to sit at HO. The Development work will be carried out offshore.</p> |
| 128 | 12 | <p>3.1.3 30 IGR integration for builders. 38 Integration of Appellate Board with VATIS application</p> | | <p>Are these external applications? Are these services available for integration? Will department connect to application owner for integration or it will be vendor's responsibility</p> | <p>Yes, these are external applications. The department will connect to the respective application owners, as and when these applications are available. It will be successful bidder's responsibility to take it further with respect to integration with respective applications. This will basically be exchange of data with these external applications.</p> |

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| 129 | 14 | <p>3.1.4. Procure, Supply and maintenance of Hardware / Devices</p> <p>3.1.4.1. Digital Signatures</p> <p>The Successful Bidder shall procure, supply and maintain digital signatures (1850 numbers) for officials upto ACTO level (including new appointees from time to time) for statutory orders/notices to be issued from the system.</p> <p>Appropriate system for affixing digital signature to desired orders/notices after biometric validation.</p> | | <p>The DS can be obtained from authority/company designated by GOI, so department should obtain this , however integration will be done by vendor</p> | <p>No change</p> |
| 130 | 14 | <p>3.1.4.3. Handheld devices</p> <p>The Successful Bidder shall procure, supply and maintain handheld devices (120 numbers) for mobile checking of vehicles and dealers.</p> <p>The device should have following features:</p> <p>A. GPS location recognition.</p> <p>B. Capturing photographs</p> <p>C. Provision of connectivity with Departmental Servers through either Wi-fi, Internet or SMS, etc. (Connectivity will be provided by the Department)</p> <p>D. Capable to store data offline, in case of no connectivity and should be able to upload as soon connectivity resumes</p> | | <p>Can mobile with mobile apps used for same instead of any specialized device</p> | <p>Yes, as long as it provides the mentioned features with acceptable quality.</p> |

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| 131 | 17,24 | <p>3.2. Service Level Requirements 3.2.2. Transitional SLR and 4. Source Code The source code of the existing software will be provided to successful bidder as per existing agreement with our existing application vendor.</p> | | <p>What are the documents to be provided for existing system</p> | <p>As per agreement with TCS, it will provide following documents: Gap Analysis Document, MoMs (CR documents), User Manuals, System Test Plan and Results and other documents necessary for system like drawing, specification, reports and other documents prepared by TCS in execution of the Project.</p> |
| 132 | 20 | <p>3.2.5. Operational SLR II. Client shall provide only the appropriate space, power supply and prevalent internet connectivity to the Bidder. All other infrastructure (like Desks, Chairs, ACs, equipment, etc.) required shall be arranged by the Bidder.</p> | | <p>The telephone connection (line) will be provided by client?</p> | <p>Please refer RFP Section 3.2.5 Operational SLR - S/N III. As per which the Telephone lines including telephone sets / mobile devices are to be provided by the successful bidder.</p> |