Bank Guarantee is changed from 81 months to 78 months based on the new Timeline of the project.

1.1 Execution of Work

1.1.1 Payment of Security Deposit (SD)

a) The successful (H1) bidder shall have to furnish a **Security Deposit (SD) for 5% of contract value** by way of **Demand draft or Banker's Cheque** payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 78 months from the date of acceptance of the tender on receipt of confirmation from TNFD. **The SD shall be paid within 10 days from the date of issue of the Letter of Acceptance (LOA) by TNFD.** The SD furnished by the successful bidder in respect of the tender will be returned to them after the entire scope of work is executed by the bidder as per the RFP, Contract, and as per order(s) issued by TNFD from time to time during the execution of work and after 3 months from the completion of the contract period. The Security Deposit held by TNFD till it is refunded to the successful bidder will not earn any interest thereof.

Period in the Service level agreement is changed from 81 months to 78 months based on the new timeline of the project.

10 Service Level Agreement

c) The initial contract is for a period of 78 months (06 months for development& deployment, 12 months as the free warranty, and 60 months for O&M support). The SLA will be monitored during this period.

12 Implementation Timeline

Timeline of the project is changed from 12 months to 6 months duration and the milestones are changed accordingly.

Milestone	Timelines (in months)
Award of Contract (LOA)	T1
Provide performance Bank guarantee, signing of contract, and issue of work order	T2 = T1 + 10 days
Data Model, WBS and SRS Sign off	T3 = T2 + 1.5 Months
Development & Integration Testing	T4 = T3 + 3.0 Months
Training & UAT Sign Off	T5 = T4 + 0.5 Months
Security Audit completion	T6 = T5 + 0.5 Month
Deployment & Go Live	T7 = T6 + 0.5 Months
Free Warranty	T8 = T7 + 12 Months
Operations and Maintenance	T9 = T8 + 60 Months

Note: - Liquidated damages will be levied for any delay as per clause. 7.9.

11 Milestone Deliverable Matrix

Implementation Timeline

Timeline is changed from earlier 12 months to 6 months. The milestones are changed accordingly.

Milestone	Timelines (in months)
Award of Contract (LOA)	T1
Provide performance Bank guarantee, signing of contract, and issue of work order	T2 = T1 + 10 days
Data Model, WBS and SRS Sign off	T3 = T2 + 1.5 Months
Development & Integration Testing	T4 = T3 + 3.0 Months
Training & UAT Sign Off	T5 = T4 + 0.5 Months

Security Audit completion	T6 = T5 + 0.5 Month
Deployment & Go Live	T7 = T6 + 0.5 Months
Free Warranty	T8 = T7 + 12 Months
Operations and Maintenance	T9 = T8 + 60 Months

Sl.No	Page No	Section No	Description in RFP	Query Description	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
			TNPFTS RFP - Pre-Bid Queries		
1	47	8.2.3	It is assumed that the system will have integrations with banks and allow PFTS to debit/credit the respective bank accounts and view account details, balances, etc.	As per the requirement, the system shall have integration with banks to debit/credit the respective accounts. Is it expected that PFTS will initiate the actual credit/debit transaction from PFTS through integration with Banks or is it only a manual tracking of transactions in PFTS?	Yes, PFTS is expected to initiate the actual credit/debit transaction from PFTS through integration with Banks.
2	47	8.2.3	It is assumed that the system will have integrations with banks and allow PFTS to debit/credit the respective bank accounts and view account details, balances, etc.	Please share the list of banks to be integrated with PFTS	10 Numbers
3	50	8.9	The system shall communicate with various external systems through API integration	Does all the Banks, NPCI and other CBS support REST API for integration?	Yes
	50	8.9	The system shall communicate with various external systems through API integration	Does all the Banks, NPCI and other CBS support real-time transaction reports or REST API for integration?	Yes
	52	8.1.1 point f	Users can be classified into 1. Super Admin 2. Department Admin 3. Department / Agency Officers (like PAO, DDO, etc.) 4. Maker, Checker – Can be part of department officers	The list of users shared as part of RFP is Super Admin, Department Admin, Department/Agency Officers, Marker & Checker. Does the Vendor, Parent/Child Agency or Beneficiray have access to the TNPFTS system?	Parent/Child Agency would need access to the system. Other users list should be analyzed during SRS phase.
4	42	7.2 point k	All transactions follow maker/checker/approver(multi-level) process.	Will the Data operator record the movement of money across schemes/agencies/beneficiaries as a manual process? or the transaction status is automated based on real-time transactions from Banks?	In SNA, the Data operator will record the movement of money across schemes/agencies/beneficiaries as a manual process. The Data Checker / Approver will approve the transaction.
5	47	8.2.3	It is assumed that the system will have integrations with banks and allow PFTS to debit/credit the respective bank accounts and view account details, balances, etc.	Could you please let know the process of how Bank can process the bulk transactions for either Agency or to the Beneficiary?	Kindly explore NPCI's NACH.
6	52	8.1.1 point f	Users can be classified into 1. Super Admin 2. Department Admin 3. Department / Agency Officers (like PAO, DDO, etc.) 4. Maker, Checker – Can be part of department officers	Will the Agency users, Vendors & Beneficiary have access to the TN PFTS website?	Yes
7	47	8.2.3	It is assumed that the system will have integrations with PFMS and IFHRMS for the import of master data and export of expenditure details back to these systems, wherever required.	Could you please share the volume of data to be migrated with respect to Schemes, Beneficiary details, from PFMS and IFHRMS systems	It is assumed that only the scheme, components (including all sub-components) and related information should be synced with PFTS. The vendor will need to analyse during SRS phase if any data migration is required.
8	69	11.3 point d	Hosting must be done in Tamil Nadu State Data Center & the ELCOT DR Site or a MEITY empanelled public cloud	The proposed solution is a cloud/SaaS based solution and shall be hosted in a secured bidder data center. Please let know if the hosting can be done within bidder data centers?	Cloud based solution as per the requirement of the department.

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
1	4.1.1	22	The bidder should be a company registered/ incorporated under the Indian Company Act and must have 5 years of existence in India as of the date of submission of bids.	We request the department to allow LLP (Limited Liability Partnership) to be valid entities to bid. We are an LLP which is 1. NICSI empanelled vendor 2. Have significant experience of successfully delivering projects for the Tamil Nadu Government e.g. a) Constraint Study for RCH Services for TN Health Systems Reform Project, Deptt. of Health and Family Welfare, Govt. of TN b) Consulting Support to design and transform Industrial Areas through the Tamil Nadu Industrial Transformation Index for SIPCOT	Yes. Accepted. please see the corrigendum.
2	4.1.3	22	The bidder should have an average annual turnover of atleast Rs 25 Crores during the last three financial years	We request to increase the minimum turnover requirement to atleast Rs 100 Cr. Since this is a long-term engagement and will require the bidders to be stable and able to withstand the significant opex involved over the duration.	No Change. Published condition prevails.

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
			2019-20, 2020-21 and 2021-22		
3	4.1.3	22	Audited and Certified Balance Sheet & Profit/Loss Account for the last 3 financial years. For FY 2021-2022 provisional statement is accepted.	We request to waive the requirement for FY 2021-22 provisional statement as the same will be available only by month of Oct or later. Instead Balance Sheet and P/L Account can be requested for last 5 financial years since all entities are required to be in existence for atleast 5 years as per clause 4.1.1	For the Year 2021-2022, Unaudited provisional financial statement certified by the Chartered Accountant may be provided if it is not ready on the date of submission of tender. The correctness of the figures is the responsibility of the Bidder.
4	4.2.2	24	Average Annual Turnover for the last 3 years: More than Rs. 50 Cr. = 5 marks Less than Rs. 50 Cr and More than Rs. 25 Cr. = 3	We request to modify the criteria to reward: 1. More than Rs 150 Cr. = 5 marks 2. 100 - 150 Cr = 3 Marks. Since this is a long-term engagement and will require the bidders to be stable and able to withstand the significant opex involved over the duration.	No Change. Published term prevails
5	4.2.4 - 4.2.5(f)	24-27	Human Resources	Please clarify if there is any suggested number of individuals	For the human resources mentioned in clause 4.2.4,

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
				required in each of the roles mentioned.	Senior project manager and Senior Business Analyst - Accounting are mandatory. For the remaining human resources mentioned in clause 4.2.5, the composition of the team shall be decided by the bidder with an explanation of the rationale. The maximum marks for the team would be on Pro rata basis as already mentioned.
6	4.2.5	25	For the below roles (4.2.5 (a) to 4.2.5 (f)), marks will be provided based on the team composition proposed by the bidder. The below designations are only suggestions, and the bidders can propose a	Please clarify how the bidders will be marked for the roles and requirements mentioned in 4.2.5. It is currently unclear how the 15 marks will be given. 1. Is it mandatory to comply to the requirements mentioned for each designation for 15 marks ? 2. Or if a different composition is proposed can the bidder suggest their own requirements? In that case how will the evaluation be done ?	1. On Pro rata basis as already mentioned at 2.5 marks each for the six category indicated in clause 4.2.5(a) to 4.2.5(f) out of which SBAA under 4.2.5 (f) is mandatory. 2. It is mandatory to comply to the requirement mentioned in each category. The composition as called for shall be adhered to.

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
			team that they deem fit for the execution of this project.		
7	6.12	40	6.12.1 Project Lead/ Single Point Contact 6.12.2 Senior Business Analyst - Accounting	Please clarify if there is any difference with respect to the requirements for resources listed in section 4.2 and two resources in 6.12 e.g. the key resources required in a specific location or time duration for which these key resource requirements are to be filled in by the same person, since these are called out specifically in 6.12.	The requirement of a project lead in the capacity of senior project manager as per clause 4.2.4 and a senior business analyst – Accounting as per clause 4.2.5 (f) are mandatory. The other resources mentioned in 4.2 are left to the discretion of the Bidder based on which the marks will be awarded on Pro rata basis as already mentioned.

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Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
8	9.2 (a)	55	During this phase the successful bidder would deploy 10 technically and functionally competent resources with adequate knowledge in this application software, networking at the required location of TNFD in Chennai for a period of 3 years i.e., during the free warranty period of 1 year and 1st and 2nd year of Operation and Maintenance period. These resources will have to provide	1. Please clarify if the 10 technically and functionally competent resources mentioned include those required for training ? 2. The count of 10 includes Project Managers or other leads required for running the project for the overall duration ?	Yes. At the discretion of the Bidder.

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Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
			technical assistance, and hands-on training to the officials of the regions/unit offices in person, if at the Chennai office or remotely through VCs, on calls, for other offices in the state.		
9	9.2 (a)	55	During this phase the successful bidder would deploy 10 technically and functionally competent resources with adequate knowledge in this application software, networking at the required location of	Please provide an estimate of number of regions/ unit offices and individuals to be trained in each office.	About 22,000 Drawing and Disbursing Officers across the state are to be trained.

The Bidder shall indicate charges for additional manpower to be trained over and above numbers separately in their bid, which will not be considered for price evaluation. |

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
			TNFD in Chennai for a period of 3 years i.e., during the free warranty period of 1 year and 1st and 2nd year of Operation and Maintenance period. These resources will have to provide technical assistance, and hands-on training to the officials of the regions/unit offices in person, if at the Chennai office or remotely through VCs, on calls, for other offices in the state.		

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Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
10	Appendix III: Price Bid - 1.02	107	Operation and Maintenance Cost for TEN years after the free warranty period	Please clarify the complete duration of the project as the timelines mentioned on Page 16 conflicts with the 10 years requirement in this section.	The Project execution period for development and deployment upto Go live will be 9 months. Subsequently 12 months free warranty period will be applicable. Further to the above 5 years O&M will be applicable. Please refer Corrigendum in this regard.
12	4.2.6	27	Proposed Solution and architecture	Please provide a high-level view of current state components and architecture for bidders to be able to study the same and suggest a solution architecture accordingly.	Please refer clause 7.2 under project objective in which it is clearly stated that the primary objective of the project is to design a system similar to the PFMS of GoI which could manage all funds of state schemes also in addition to the schemes of GoI.

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
13	8.9	50	Third Party Integrations	Integration with each of the third parties mentioned will be dependent upon the cooperation by respective third party. It may also lead to certain delays. It is requested to clarly state that the department will be responsible for ensuring the support from requisite third party and any delay in getting such support shall not be attributable to the bidder.	necessary support.
14	8.1	48	Integration with the CBS of select banks for implementing the concept of SNA and zero balance accounts	Please clarify how many banks need to be integrated with the system.	About 25 Number of Banks.
15	10.11	70	After UAT and Pilot testing, the software shall be finalized for all the standardized parameters. The Web Portal shall be ready for rollout.	Please clarify how many locations/ units need to be taken for pilot testing.	Total of 12 units at 4 Locations.

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
16	4.2.4	25	Human Resources: Senior Project Manager (SPM) b) Overall Experience of 20 years in software design, development, testing, and implementation.	We request department to amend this clause as under: b) Overall Experience of 15 years in software design, development, testing, and implementation.	No Change. Published terms prevails.
17	4.2.4	25	Human Resources: Senior Project Manager (SPM) b) Overall Experience of 20 years in software design, development, testing, and implementation.	We request department to amend this clause as under: b) Overall Experience of 15 years in software design, development, testing, and implementation.	No Change. Published terms prevails.
18	4.2.5(a)	26	Human Resources: Technical Lead (TL) a) Should have B. Tech /B. E	We request department to amend this clause as under: a) Should have MCA/ B. Tech /B. E degree in Computer Science / Information Technology b) Overall Experience of 10 years	No Change. Published terms prevails.

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
			degree in Computer Science / Information Technology. b) Overall Experience of 15 years in IT.	in IT.	
19	4.2.5(b)	26	Human Resources: Lead Software Developer (SD) a) Should have B. Tech / B.E degree in Computer Science / Information Technology b) Overall Experience of 10 years in IT c) Experience of 7 years or more in software design, development, testing & implementation	We request department to amend this clause as under: a) Should have MCA/ B. Tech / B.E degree in Computer Science / Information Technology b) Overall Experience of 7 years in IT c) Experience of 5 years or more in software design, development, testing & implementation	No Change. Published terms prevails

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
20	4.2.5(c)	26	Human Resources: Lead Quality Engineer (QE) a) Should have B. Tech / B.E degree in Computer Science / Information Technology b) Overall Experience of 10 years in IT c) Experience of 7 years or more in Software testing	We request department to amend this clause as under: a) Should have MCA/ B. Tech / B.E degree in Computer Science / Information Technology b) Overall Experience of 7 years in IT c) Experience of 5 years or more in Software testing	No Change. Published terms prevails
21	4.2.5(d)	26	Human Resources: Business Analyst (BA) a) Should have B. Tech / B.E degree in Computer Science / Information Technology or M.B.A	We request department to amend this clause as under: a) Should have MCA/ B. Tech / B.E degree in Computer Science / Information Technology or M.B.A b) Experience of 10 years in IT c) Experience of 7 years or more in Business Analysis or related job roles.	No Change. Published terms prevails

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Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
			b) Experience of 15 years in IT c) Experience of 10 years or more in Business Analysis or related job roles.		
22	4.2.5(e)	27	Human Resources: Technical Support Engineer (TSE) a) Should have B. Tech / B.E degree in Computer Science / Information Technology b) Overall Experience of 15 years in IT c) Experience of 10 years or more in software technical support,	We request department to amend this clause as under: a) Should have MCA/ B. Tech / B.E degree in Computer Science / Information Technology b) Overall Experience of 10 years in IT c) Experience of 7 years or more in software technical support, troubleshooting and resolving software issues, and coding.	No Change. Published terms prevails

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Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
			troubleshooting and resolving software issues, and coding.		
23	12	103	Payment Terms: 1. a) Work Breakdown Structure, b) SRS Sign Off - 10% of total cost 2. a) Integration Test Report along with Screenshots, b) UAT Sign off, c) Traceability Matrix, d) Security Audit clearance - 20% of total cost 3. Training & Pilot Rollout - 5% of total cost 4. Go-Live - 5% of total cost	We request department to amend this clause as under: 1. a) Work Breakdown Structure, b) SRS Sign Off - 15% of total cost 2. a) Integration Test Report along with Screenshots, b) UAT Sign off, c) Traceability Matrix, d) Security Audit clearance - 20% of total cost 3. Training & Pilot Rollout - 10% of total cost 4. Go-Live - 10% of total cost 5. On completion of the Free warranty period of 12 months - 5% of total cost 6. O&M: The cost of O&M (1.02) per year would be paid quarterly on a pro-rata basis - 40% of total cost	No Change. Published terms prevails

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
			5. On completion of the Free warranty period of 12 months - 5% of total cost 6. O&M: The cost of O&M (1.02) per year would be paid quarterly on a pro-rata basis - 55%		
24	13.1 (f)	82-83	Various types of penalties	As per model RFP guidelines published by MeitY an overall capping of penalties is suggested. We request the department to introduce a clause capping the penalties at a maximum of 10% of the contract value.	No Change. Already the capping is provided for exercising exit clause. Hence, published term prevails.
25	2	16	Tender Schedule and Data Sheets	We request the department to allow bank guarantee of the specified amount of EMD instead of online transfer from the bidders.	Bank Guarantee is permitted in the prescribed format in appendix 1A in corrigendum.

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
27	6.11	39-40	Termination of Contract	To allow us to meet our independent requirements, we request insertion of clause to the following effect - "Bidder may terminate this Contract or any particular services immediately upon written notice to the department, if Bidder reasonably determines that it can no longer provide the services in accordance with applicable law or its professional obligations." As an independence requirement, bidders should have the right to immediately terminate the agreement, if the bidder is unable to provide the services due to compliance with applicable law/regulation.	No Change.
28	3.8	20	Settlement of Disputes	The unilateral appointment of the sole arbitrator by TNPFTS is not line with recent Supreme Court judgements and is also against the principles of natural justice. We request you to amend the clause to allow for participation of both parties for appointment of the arbitrator.	No Change. Published term prevails

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
29	14	84	Transfer of Intellectual Property Rights to the client	The bidder will leverage both own tools or materials based on general professional experience and also third party tools. In this context, we request you to allow insertion of the following clause "Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the bidder owns in performing the Services. Notwithstanding the delivery of any Reports, bidder retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that bidder compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement."	Please refer the clause which clarifies the points already. Hence no change and the published term prevails.
30	NA	NA	Limitation of Liability	Request you to include the clause for limitation of liability as per the model RFP guidelines published	No change. Published term prevails

Sr. No.	Clause No.	Page no.	Requirement	Clarification/ Change Requested	Response from Government of Tamil Nadu - TREASURIES AND ACCOUNTS DEPARTMENT
				MeitY.	
31	Appendix -II	91-95	Confidentiality	An explicit limit on the survival of confidentiality clause is not mentioned. We request you to clearly specify the duration of the same	Minimum 10 years after the Go-Live and any disclosure there after shall be with the written approval of the competent authority of the department.

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SNo.	RFP Reference				Description of the Clause	Queries Raised	Response from Governmnet of Tamilnadu Treasuries and Accounts Department
	Page No.	Section No.	Clause No.	Sub Sections (if applicable)			
1	16	2	3	N/A	Rs.10,29,600/- (Rupees Ten Lakh Twenty Nine Thousand and Six Hundred only) should be paid through online mode.	**The bidder requests the following modification / clarification:** Please allow the bidder to submit the EMD in the form of a Bank Guarantee.	Yes, Please see Corrigendum
2	22	4	4.1.3	N/A	Audited and Certified Balance Sheet & Profit/Loss Account for the last 3 financial years. For FY 2021-2022 provisional statement is accepted.	**The bidder requests the following modification / clarification:** Please accept certificate from Company Secretary to meet this criteria.	No. Chartered Accountant certificate is required
3	29	5	5.2	N/A	Earnest Money Deposit (EMD) a) An EMD amount as specified in the Tender Schedule should be paid through ONLINE mode. The EMD of the unsuccessful bidders will be auto refunded to their bank account within a reasonable time consistent with the rules and regulations on this behalf.	**The bidder requests the following modification / clarification:** 1) Please allow the bidder to submit the EMD in the form of a Bank Guarantee. 2) Instead of mentioning a "reasonable time", there should be a definite timeline provided in which, the EMD of the unsuccessful bidder shall be refunded. So please confirm the same.	Yes, Please see Corrigendum
4	30	5	5.2	N/A	b) The EMD amount of the successful bidder **shall be converted as part of the Security Deposit (SD)** for the successful execution of the work and will be returned only after the successful fulfilment of the Contract.	**The bidder requests the following modification / clarification:** This is not in line with section 6.9. Please modify this clause as per Section 6.9 Refund of EMD given in the RFP.	EMD will be returned after submission of secured deposit. Please see corrigendum
5	31	5	5.6	N/A	d) The rate quoted by the bidder in the price bid in Bill of Quotation (BOQ) should be inclusive of manpower, software development, UAT, pilot run, any proprietary/third-party software license fee, 12 months free warranty after go-live (per the scope defined in 10.22), training, administration overheads if any, travel, lodging, boarding, in-station & outstation expenses, etc. Software development includes the go-live of the portal as mentioned in section 8.	**The bidder requests the following clarifications:** During the Implementation phase, the bidder may be required to supply hardware / software / services as per the RFP requirement to deliver the solution. As per GST laws, the supplied items need to be billed in full at the time of delivery and cannot be billed partially as per the contractual milestone. From GST perspective, if for any supply, bifurcation in rates is not available and single value is defined for whole supply, then it shall be treated as composite supply or mixed supply. Composite supply generally expected to be disputed by the tax department. Thus, conservatively we need to treat the supply as mixed supply and the GST tax rate applicable shall be highest of items to be delivered. So it is not feasible to raise consolidated invoices for the entire milestone together. **So kindly allow the bidder to provide the cost of individual items to be supplied during the Implementation phase and the O&M phase separately in the Financial proposal with the unit item wise break up of unit rates, quantity and values.** This will clearly demarcate the rates of each item and also allow billing to be done in compliance to the prevailing GST rates.	No Change. The Bidder should assess the cost on their own and arrive at the prices to be quoted. Since the RFQ is to provide only services and not supply of any hardware and software to the department, GST against supply is not applicable but applicable only for services. Further even for the composite services, since no supply is involved GST against supply is not applicable. As on date the GST is at 18% for the services which alone is applicable. The billing should be done only for the services and not for any supply.
6	31	5	5.6	N/A	e) The rate quoted by the bidder in the price discovery for "Price Discovery - O&M" includes all such costs incurred to maintain the applications defect-free, performant, and scale with users and usage defined in 10.22.	**The bidder requests the following modification / clarification:** 1) Will the price discovery price also be included in the bid evaluation? 2) Will the SD be submitted inclusive of Price Discovery?	Yes. The price of O&M for the prescribed period will be taken into account for the Bid evaluation. The SD required to be submitted is for the total price including O&M cost.
7	37	6	6.7.1	N/A	6.7.1 Treasuries and Accounts Department reserves the right to: a) **Modify, reduce or increase the quantity requirements to an extent of tendered quantity** as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.	**The bidder requests the following modification / clarification:** Purchaser may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly total Contract value may change on the basis of the rates defined in the financial proposal. However, these variations should be notified before awarding the work order to the bidder. The total value of these variations should not be more than 5% of the total contract value excluding taxes.	No Change. However it is clarified that the department do not envisage any major variation in the scope of work. Hence, Published terms prevails.
8	37	6	6.7.1	N/A	6.7.1 Treasuries and Accounts Department reserves the right to: b) **Withhold any amount** for the deficiency in the Quality/Service aspect rendered during the contract period.	**The bidder requests the following modification:** The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the bidder where the Purchaser disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. In the event that Purchaser disputes, Purchaser shall notify bidder reasons for disputing any amount within fifteen (15) days after receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. If no dispute, substantiated in writing, is made by Purchaser within a period of fifteen (15) days of having received that invoice about any inaccuracy or any defect in the invoice, each such invoice shall be deemed to have been accepted as correct by the Purchaser. Any dispute shall not relieve Purchaser from paying when due, the undisputed portion of the invoice.	No Change.Published terms prevails.
9	38	6	6.8.1	N/A	Payment of Security Deposit (SD) a) The successful (H1) bidder shall have to furnish a Security Deposit (SD) for **5% of contract value** by way of Demand draft or Banker's Cheque payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 81 months from the date of acceptance of the tender on receipt of confirmation from Treasuries and Accounts Department. The **SD shall be paid within 10 days** from the date of issue of the Letter of Acceptance (LOA) by Treasuries and Accounts Department. The SD furnished by the successful bidder in respect of the tender will be returned to them after the entire scope of work is executed by the bidder as per the RFP, Contract, and as per order(s) issued by Treasuries and Accounts Department from time to time during the execution of work and **after 3 months from the completion of the contract period.**	**The bidder requests the following modification / clarification:** 1) Please accept Security Deposit (SD) for 3% of contract value (excluding taxes) 2) The SD shall be paid within 30 working days from the date of acceptance by the bidder of the Letter of Acceptance (LOA) issued by Treasuries and Accounts Department. 3) The SD should be returned after1 month of completion of the contract period.	No. The Security deposit should be for 5% of the contract value, valid 90 days beyond the successful completion of contract period in case of BG or returnable only after 90 days after completion of contract period in case of DD. However, the return of security deposit will be considered by the department after successful completion of free warranty period if the bidder furnishes a fresh security deposit for the 5% value of O&M valid for 90 days beyond the successful completion of O&M period. Please refer corrigendum.
10	38	6	6.8.2	N/A	Execution of Contract a) The successful bidder should execute a Contract in the INR 100 non-judicial stamp paper bought in Tamil Nadu in the name of Treasuries and Accounts Department within 10 working days from the date of the letter of acceptance issued by Treasuries and Accounts Department with such changes/ modifications as may be indicated by Treasuries and Accounts Department at the time of execution on receipt of confirmation from Treasuries and Accounts Department.	**The bidder requests the following modification / clarification:** a) The successful bidder should execute a Contract in the INR 100 non-judicial stamp paper bought in Tamil Nadu in the name of Treasuries and Accounts Department within 30 working days from the date of bidder's acceptance of the letter of acceptance issued by Treasuries and Accounts Department with such changes/ modifications as may be indicated by Treasuries and Accounts Department at the time of execution on receipt of confirmation from Treasuries and Accounts Department.	No Change. Published terms prevails.
11	38	6	6.8.2	N/A	b) The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of Treasuries and Accounts Department. Treasuries and Accounts Department reserves its right to cancel the LoA either in part or in full if this condition is violated. **If the successful bidder fails to execute the agreement within the stipulated period of 10 days, the SD of the successful bidder will be forfeited, and their tender will be held as non-responsive.**	**The bidder requests the following modfication / clarification:** If the successful bidder fails to execute the agreement within the stipulated period of 30 working days or any reasonable time extensions as mutually agreed between both parties, the SD of the successful bidder will be forfeited, and their tender will be held as non-responsive.	No change. Published terms prevails. However the forfeiture of EMD will be done instead of SD mentioned. Please see corrigendum.

12	40	6	6.11.1	N/A	Termination for default a) Treasuries and Accounts Department may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the successful bidder, terminate the contract in whole or part, (i) if the successful bidder fails to deliver any or all of the service within the time (s) specified in the contract, or fails to supply the items as per the delivery schedule or within any extension thereof granted by Treasuries and Accounts Department; or (ii) if the successful bidder fails to perform any of the obligation(s) under the contract; or (iii) if the successful bidder, in the judgment of Treasuries and Accounts Department / TNFD, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.	**The bidder requests the following modification / clarification:** a) Treasuries and Accounts Department may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days after awarding a cure period of 60 days, sent to the successful bidder, terminate the contract in whole or part, (i) if the successful bidder fails to deliver any or all of the service within the time (s) specified in the contract, or fails to supply the items as per the delivery schedule or within any extension thereof granted by Treasuries and Accounts Department; or (ii) if the successful bidder fails to perform any of the obligation(s) under the contract; or (iii) if the successful bidder, in the judgment of Treasuries and Accounts Department / TNFD, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.	No Change.Published terms prevails.
13	40	6	6.11.1	N/A	Termination for default b) In the event Treasuries and Accounts Department terminates the Contract in whole or in part, Treasuries and Accounts Department may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those delivered and the successful bidder shall be liable to Treasuries and Accounts Department for any additional costs for such similar goods and service. However, the successful bidder shall continue the performance of the contract to the extent not terminated.	**The bidder requests the following modification:** In the event the bidder fails to execute the project as stipulated in the contract, or as per the directions given by Treasuries and Accounts Department from time to time, the Purchaser reserves the right to procure similar services from the next eligible Bidder or from alternate sources at the cost of the bidder. Before taking such a decision, the purchaser shall serve a notice period of one month to the Implementation Agency. The 30 days notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The provision for Risk Purchase shall be evoked in the event the Implementation Agency fails to correct the breach within the 'Cure Period'. Further, the Implementation Agency's liability to pay shall be set as the value of the undelivered services as quoted by the bidder in the financials of this RFP.	No Change.Published terms prevails.
14	41	6	6.11.3	N/A	Termination for Convenience a) Treasuries and Accounts Department by written notice, with a **notice period of 15 days** sent to the successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Treasuries and Accounts Department's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. **On termination, the successful bidder is not entitled to any compensation whatsoever.**	**The bidder requests the following modification:** 1) Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the bidder is entitled to compensation against all the services rendered, material delivered, advances paid and all such costs that have been incurred by the bidder to provide services as per the agreement. 2) In the event that Purchaser terminates this agreement, compensation will be accorded to the bidder for the services rendered, advance paid and expenses incurred upto the termination along with the cost for the additional period for which the purchaser has requested the bidder to continue the services.	No Change.Published terms prevails.
15	41	6	6.11	N/A	Termination of Contract	**The bidder requests the following modifications:** 1) Either party may terminate this Agreement for cause if either party materially breaches this Agreement, provided that either party gives the other notice of such breach and it remains uncured after 60 days following notice or such other period as mutually agreed. 2) Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the bidder is entitled to compensation against all the services rendered, material delivered, advances paid and all such costs that have been incurred by the bidder to provide services as per the agreement. 3) In the event that Purchaser terminates this agreement, compensation will be accorded to the bidder for the services rendered, advance paid and expenses incurred upto the termination along with the cost for the additional period for which the purchaser has requested the bidder to continue the services. 4) If any amount due and payable by Purchaser under the Agreement is more than 30 days overdue; and there is no dispute between Purchaser and the bidder in relation to that amount, the bidder may issue to Purchaser a notice that payment is overdue. If Purchaser fails to pay the bidder within 7 days after the date of such notice, the bidder may by a further notice to Purchaser terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.	No Change.Published terms prevails.
16	42	6	6.14	N/A	Liquidated Damages (LD) a) The successful bidder must strictly adhere to the implementation schedule, specified in the RFP & Contract/ Work Order and any delay attributable to the successful bidder will enable Treasuries and Accounts Department to resort to any or both of the following: i. Claim liquidated damages at **0.5% of the contract Value** for delayed performance **per week of such delay** and the **Maximum LD applicable is 10% of the contract value.** However, the LD clause will not be applicable if the delay is not due to issues related to the vendor.	**The bidder requests the following modifications:** a) The successful bidder must strictly adhere to the implementation schedule, specified in the RFP & Contract/ Work Order and any delay attributable to the successful bidder will enable Treasuries and Accounts Department to resort to any or both of the following: i. Claim liquidated damages at 0.25% of the contract Value for delayed performance per week of such delay and the Maximum LD applicable is 5% of the value of the delayed goods / services. However, the LD clause will not be applicable if the delay is not due to issues related to the vendor.	No Change.Published terms prevails.
17	42	6	6.14	N/A	Liquidated Damages (LD) ii. **In case of the termination** of the purchase order by Treasuries and Accounts Department due to non-performance of the obligations arising out of the purchase order, **the Earnest Money Deposit / Security Deposit will be forfeited.**	**The bidder requests the deletion of this clause.**	No Change.Published terms prevails.
18	43	6	6.14	N/A	Liquidated Damages (LD) iii. In addition, Treasuries and Accounts Department reserves the right to award the work to any other party/parties and the loss/expenses incurred thereafter will be recovered from the successful bidder.	**The bidder requests the following modification / clarification:** The bidders liability to pay shall be set as the value of the undelivered services as quoted by the bidder in the financials of this RFP.	No Change.Published terms prevails.
19	43	6	6.14	N/A	Liquidated Damages (LD) c) Notwithstanding anything contained in this clause, Treasuries and Accounts Department reserves the right to blacklist the successful bidder from taking part in any of the procurement operations of Treasuries and Accounts Department for a minimum period of three years from the date of blacklisting for their failure to execute the work as per the agreed Liquidated Damages (LD) terms and conditions of the RFP, Contract and Work Order.	**The bidder requests the deletion of this clause.**	No Change.Published terms prevails.
20	57	9	9.2	N/A	Development support team post-go-live b) The cost for the deployment of 10 resources for the first 3 years **(during 1-year free warranty and 1st and 2nd year of O & M)** and their travel and accommodation expenses has to be borne by the successful bidder itself and accordingly, the bidder has to quote the cost for resource deployment in the item no 1.03 of price bid. **Payment for the deployment resource will be made quarterly.**	**The bidder requests the following clarification:** Will the bidder be paid for manpower services from these 10 resources during 1-year free warranty phase? Please confirm.	Should be included in the Quoted price.

#	Pg	Sec	Clause		RFP Clause / Content	Bidder Request	Response
21	79	11	11.7	N/A	Security Audit and Third-Party Audit (TPA) b) The SSL to be obtained from the ELCOT r/c vendor, the generation of CSR and other related activities about installation & maintenance of SSL certificate belongs to the successful bidder. The payment for the procurement of SSL will be made by the concerned department i.e., TNFD.	**The bidder requests the following clarification:** The bidder understands that the procurement be done directly by TNFD from Elcot r/c vendor and the payment shall also be made to ELCOT r/c vendor directly by TNFD. This cost is not to be included in the bidder's financials. Please confirm if the understanding is correct.	Yes, the cost will be borned by the department.
22	85	13	13.1	N/A	13.1 Service Level Agreement	**The bidder requests the following clarification:** The SLA Penalty is capped at 10% of the Milestone value during Implementation & Free Warranty Phase and 10% of the Quarterly invoice value during the 5 years O&M Phase. Please confirm if the understanding is correct. The bidder understands that notwithstanding anything contained in this Agreement of the RFP the maximum aggregate penalty including liquidated damages shall not exceed 10 percent of the total contract value and can be imposed for reasons that are solely applicable to the bidder.	No Change. Published terms prevails.
23	85	13	13.1	N/A	13.1 Service Level Agreement	**The bidder requests the following modification:** The SLA Penalty should be capped at 5% of the Milestone value during Implementation & Free Warranty Phase and 5% of the Quarterly invoice value during the 5 years O&M Phase. Please consider.	No Change. Published terms prevails.
24	85	13	13.1	N/A	13.1 Service Level Agreement	**The bidder requests the following modifications:** Notwithstanding anything contained in this Agreement of the RFP the maximum aggregate penalty including liquidated damages shall not exceed 5 percent of the value of the delayed or undelivered services and can be imposed for reasons that are solely applicable to the bidder.	No Change. Published terms prevails.
25	86	14	14	N/A	Intellectual Property Rights (IPR)	**The bidder requests the following modifications:** i) Products and fixes All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the Purchaser even after termination of this Agreement. Bidder would be responsible for arranging any licenses associated with the products. ii) Bespoke development The IPR rights for any bespoke development done during the term of the project will vest exclusively with the Purchaser. iii) Pre-existing work All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party or its sub-contractors under this Agreement ("pre-existing work") including any enhancement or modification thereto may remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the bidder shall grant Purchaser a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Purchaser as part of the service or deliverables only for internal business operations of the Purchaser. The foregoing license does not authorizes Purchaser to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the bidder pre-existing work/IP in favour of any person (either for commercial consideration or not (including by way of transmission),	No Change. Published terms prevails.
26	87	16	16	N/A	Exit Clause a) At the time of expiry of the contract period, as per the contract between the parties, the successful bidder should ensure a complete knowledge transfer to the new professional replacing them within a **period of 4 weeks**. The successful bidder at the time of the exit process will supply the following.	**The bidder requests the following clarification:** The bidder understands that the Exit Management phase will be for 4 weeks and shall begin 4 weeks before the end of the contract period and it will not be 4 weeks **after the end of the contract period.** Please confirm if the understanding is correct.	Exit period will be applicable 4 weeks after end of O&M period.
27	88	18	18	N/A	Payment Terms	**The bidder requests the following modifications in Payment Terms:** **For Hardware & Software Supply -** 100% on the submission of invoice within 30 days. The hardware and software to be billed entirely at the time of delivery and their billing & payments should not be linked to services milestones. **For Hardware AMC & Software AMC -** 100% Annually in Advance within 30 days of submission of invoice. **For Implementation Services -** 100% value of the milestones achieved. **For O&M -** Monthly in Arrears within 30 days from the date of submission of invoice. **For T&M & Job -** Monthly in Arrears within 30 days from the date of submission of invoice.	No Change. Published terms prevails.
28	89	18	18	N/A	Payment Terms e) Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from TNFD/ Treasuries and Accounts Department.	**The bidder requests the following addition:** Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Purchaser 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, the 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 Purchaser and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement.	No Change. Published terms prevails.
29	89	18	18	N/A	Payment Terms g) The Taxes as applicable during the contract period as specified in the tender will be paid by Treasuries and Accounts Department. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to Treasuries and Accounts Department.	**The bidder requests the following clarifications:** The bidder understands that the GST amount quoted as per the prevalent tax rates as on date of submission of bid, in the event any Statutory variation in the rate of GST or any new levy including CESS made applicable on direct transaction between Bidder and Buyer, taking place between the price bid submission date and the contract end period shall be to the Buyer's account. For claiming any change in price due to such Statutory variation, the Bidder shall have to provide supporting document or relevant Government notifications to Buyer. Buyer shall issue necessary amendment in the contract. Please confirm if the understanding is correct.	No Change. Published terms prevails. However statuatory variation during the currency of the contract is payable.
30	97	9	9	N/A	Liquidated Damages (LD) a) The bidder must strictly adhere to the implementation schedule, specified in the work order issued by Treasuries and Accounts Department to the successful bidder for the performance of the obligations arising out of the Work order and any delay will enable Treasuries and Accounts Department to resort to any or both of the following: i. Claim liquidated damages at 0.5% of the contract Value for delayed performance per week of such delay and the Maximum LD applicable is 10% of the contract value. However, the LD clause will not be applicable if the delay is not due to issues related to the vendor.	**The bidder requests the following modifications:** a) The bidder must strictly adhere to the implementation schedule, specified in the work order issued by Treasuries and Accounts Department to the successful bidder for the performance of the obligations arising out of the Work order and any delay will enable Treasuries and Accounts Department to resort to any or both of the following: i. Claim liquidated damages at 0.25% of the contract Value for delayed performance per week of such delay and the Maximum LD applicable is 5% of the total contract value. However, the LD clause will not be applicable if the delay is not due to issues related to the vendor.	No Change. Published terms prevails.

#	Page	Clause	Sub	Sub2	Clause Text	Bidder Request	Response
31	98	9	9	N/A	Liquidated Damages (LD) ii. In case of the termination of the work order by Treasuries and Accounts Department due to non-performance of the obligations arising out of the work order, the Earnest Money Deposit / Security Deposit will be forfeited.	**The bidder requests the deletion of this clause.**	No Change.Published terms prevails.
32	98	9	9	N/A	Liquidated Damages (LD) b) In addition, Treasuries and Accounts Department reserves the right to award the work to any other party/parties and the loss/expenses incurred thereafter will be recovered from the successful bidder.	**The bidder requests the following modification / clarification:** The bidders liability to pay shall be set as the value of the undelivered services as quoted by the bidder in the financials of this RFP.	No Change.Published terms prevails.
33	98	9	9	N/A	Liquidated Damages (LD) e) Notwithstanding anything contained in the penalty clause, Treasuries and Accounts Department reserves the right to blacklist the successful bidder from taking part in any of the procurement operations of Treasuries and Accounts Department for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in Treasuries and Accounts Department's tenders. As mentioned in the RFP Document in Clause 7.9.	**The bidder requests the deletion of this clause.**	No Change.Published terms prevails.
34	99	10	10	N/A	10 Service Level Agreement	**The bidder requests the following clarification:** The SLA Penalty is capped at 10% of the Quarterly invoice value. Please confirm if the understanding is correct.	The penalty is governed by the values indicated in the table under clause 13.
35	99	10	10	N/A	10 Service Level Agreement	**The bidder requests the following modification:** SLA penalty should be capped at 5% of the Quarterly Milestone invoice value.	The penalty is governed by the values indicated in the table under clause 13.
36	99	10	10	N/A	10 Service Level Agreement	**The bidder requests the following clarifications:** The bidder understands that the maximum aggregate SLA penalty including Liquidated damages shall not exceed 10 percent of the total contract value and can be imposed for reasons that are solely applicable to the bidder. Please confirm if the understanding is correct.	No Change.Published terms prevails.
37	109	3. APPENDIX – III	3. APPENDIX – III	N/A	3. APPENDIX – III: Price Bid 1.02 Operation and Maintenance Cost **for TEN years** after the free warranty period	**The bidder requests the following modifications:** Operation and Maintenance Cost for **FIVE years** after the free warranty period	O&M is for 5 Years after Free warranty period. Please see corrigendum.
38	109	3. APPENDIX – III	3. APPENDIX – III	N/A	3. APPENDIX – III: Price Bid 1.03 Cost for deploying 10 (Ten) technical resources for a period of 12 months during the free warranty and a period of 24 months during first and second years O&M as per cl.9 of RFP – i.e., the cost for **36 man-months** of technical resource	**The bidder requests the following modification:** Cost for deploying 10 (Ten) technical resources for a period of 12 months during the free warranty and a period of 24 months during first and second years O&M as per cl.9 of RFP – i.e., the cost for **360 man-months** of technical resource	O&M is for 5 Years after Free warranty period. Please see corrigendum.
39	109	3. APPENDIX – III	3. APPENDIX – III	N/A	3. APPENDIX – III: Price Bid 1.01 Cost for design, development, maintain the software application and cost for Cloud hosting for TNFD inclusive of the Free Warranty for a period of 12 months after Go-live	**The bidder requests the following clarifications:** Can the bidder add rows to provide individual costs of each items?	The Bidder may give separate sheet with breakup for the prices quoted in the price format but should not alter / add / delete the prescribed format.
40	General	General	General	N/A	Limitation of Liability	**The bidder requests the following clause to be added:** i) The aggregate liability of bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total amount, paid to bidder by the Purchaser in the preceding twelve months under this Agreement that gives rise to such liability (as of the date the liability arose). ii) In no event shall bidder be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause (i) above) even if it has been advised of their possible existence.	No Change.Published terms prevails
41	General	General	General	N/A	Acceptance of Deliverables	**The bidder requests the following modification / clarification:** The Purchaser shall provide response or feedback on deliverables within 7 working days. Purchaser shall provide signoff within 15 calendar days from the submission of final deliverable in complete form by the bidder. In case, the purchaser fails to provide signoff on the final deliverable within 15 working days, same may be considered as deemed acceptance. However, in case the purchaser confirms to the SI with an alternative date, then that date would stand revised for deemed acceptance. Such revisions will be limited to 1 (one) time for the respective deliverable.	No Change.Published terms prevails
42	44	8	8.1.1	a	PFTS will be dealing with 2 types of accounts for tracking the funds. a. SNA (Single Nodal Account) tracking b. Regular accounts tracking	**The bidder requests the following Clarification to understand the volume of Bank account:** How many SNA Account & Regular Account is available?	About 200 accounts.
43	45	8	8.1.2	a	All data managed in the system should be created by a Maker and validated by a Checker and hence follow the 4 eyes validation principle.	**The bidder requests the following Clarification to estimate proper development effort:** 1)Is there any requirement for rule based workflow between multiple checker & multiple Maker? 2)Do all activities required maker-checker approval?	Should be provided as per the requirement of the department.
44	45	8	8.1.2	c	The Data Operator (Maker) will make all transaction entries and submit them to the Data Approver (Checker) for verification and approval/rejection of transactions. For this purpose, two separate users have to be created as Data Operator and Data Approver by the Admin user created for every agency/department, etc	**The bidder requests the following Clarification to estimate proper development effort:** is there any requirement for request pulling facility?	Yes. As per the requirements of the department.
45	45	8	8.1.2	e	The Checker will check the details in relevant screens and validate the authenticity of the data and will approve the transaction, entries, etc.	**The bidder requests the following Clarification:** Is there any requirement of Intimation facility for long pending request?	Yes. Required.
46	47	8	8.3	d(iii)	Scheme components	**The bidder requests the following Clarification:** Please confirm how many level/Tier a scheme can be bifurcated into.	As per the requirement of the department.
47	48	8	8.3	d(vi)	Vendor, Beneficiary registration	**The bidder requests the following Clarification to estimate proper development effort:** Is there any requirement to revalidate the vendor/Beneficiary Account after a certain period of time.	As per the requirement of the department.
48	48	8	8.3	d(vi)	Vendor, Beneficiary registration	**The bidder requests the following Clarification to estimate proper development effort:** Is there any requirement to Enter & validate the Legacy Account before transaction?	As per the requirement of the department.
49	47	8	8.3	d(i)	Departments/Agencies	**The bidder requests the following to understand the volume of departments & agency** how many Department/Agencies will be tagged with the PFTS?	About 50 departments.
50	47	8	8.3	d(ii)	Schemes	**The bidder requests the following to understand volume of schemes** How many Schemes will be tagged with SNA account and Regular Account?	Around 200 Accounts.
51	48	8	8.3	d(vii)	Vendor, Beneficiary registration	**The bidder requests the following Clarification to estimate proper development effort:** please confirm whether NGO / Self-Help Group are under the scope of registration.	As per the requirement of the department.

#	Page	Sec	Sub	Part	Clause	Bidder Clarification	Response
52	48	8	8.5	d	In the case of SNA, during the payment to DBT or vendors/suppliers, it will be debited, and funds transferred to the beneficiary or vendor during the last mile transfer.	1)Please confirm whether sanction generation/Advice generation/print payment Advice generation is require for payment to DBT or vendors/suppliers. 2)Is there any requirement to upload/export Vendors/Suppliers list for Payment.	Yes
53	48	8	8.5	d	In the case of SNA, during the payment to DBT or vendors/suppliers, it will be debited, and funds transferred to the beneficiary or vendor during the last mile transfer.	**The bidder requests the following to understand requirements of Digital signature** Please confirm whether Digital Signature is required at the time of payment process.	Yes
54	49	8	8.6	b	The funds' transfer should be booked against a scheme and/or components as applicable	**To estimate the proper effort for development:** Is there any requirement to maintain the cash book Balance to process the Payment/Fund transfer.	Yes
55	49	8	8.6	b	The funds' transfer should be booked against a scheme and/or components as applicable.	**To estimate the proper effort for development** Is there any requirement to transfer fund from Multiple Scheme/component to Multiple Scheme/component	Yes
56	49	8	8.6	b	The funds' transfer should be booked against a scheme and/or components as applicable.	**The bidder requests the following Clarification for proper effort estimation:** Is there any requirement to upload/export facility to transfer the fund.	Yes
57	49	8	8.7	a	The system should allow receipts from child agencies/beneficiaries/vendors	**The bidder requests the following to understand the volume of beneficiaries / vendors:** 1)How beneficiaries/vendors receipt will be tracked? 2)Please confirm whether beneficiaries/vendors registration is mandatory. 3)Is there any requirement where beneficiaries/vendors are able to self initiate the receipt process through PFTS?	1. As per the requirement of the department. 2 & 3. Yes
58	49	8	8.8	8.8.1	Brief about Regular accounts	**The bidder requests the following Clarification forproper effort estimation:** Is there any requirement to register/validate the legacy accounts before payment initiation. Request to provide detail scope of the Registration and validation process by concerned bank.	Yes. As mandated by the banking process.
59	49	8	8.8	8.8.1	Brief about Regular accounts	**The bidder requests the following Clarification for proper effort estimation:** 1)Is there any requirement to revalidate the registered Account with a predefined frequency by the concerned Bank? 2)If yes, please specify the frequency at which the validation is required.	Yes. As mandated by the banking process.
60	49	8	8.8	8.8.1	Brief about Regular accounts	**The bidder requests the following Clarification :** It is not clear in the scope whether new Departmental /Agency account opening permission is require from nodal department/Finance department. Please provide the detail process flow.	Yes.
61	N/A	N/A	N/A	N/A	Not available in RFP	**The bidder requests the following Clarification** 1)Is there any requirement to maintain the Scheme/Component wise Balance? 2)How is the system required to book any 'Unsettled Balance' (amount remains non-specified - unidentified scheme). 3)Please elaborate the balance capture process.	Yes.
62	N/A	N/A	N/A	N/A	Not available in RFP	**The bidder requests the following Clarification** Is there any requirement for inter scheme balance transfer facility?	Yes.
63	N/A	N/A	N/A	N/A	Not available in RFP	**The bidder requests the following Clarification** If one account is tagged with multiple schemes, what is the process to tag a receipt with a particular scheme if the receipt has originated from other sources like bank interest, donation, commission received etc.	Each scheme will have 1 SNA account.
64	N/A	N/A	N/A	N/A	Not available in RFP	**The bidder requests the following Clarification** Is there any requirement to generate the UC against schematic fund based on expenditure within the specified time frame.	Yes
65	45	8	8.1.2	c	The Data Operator (Maker) will make all transaction entries and submit them to the Data Approver (Checker) for verification and approval/rejection of transactions. For this purpose, two separate users have to be created as Data Operator and Data Approver by the Admin user created for every agency/department, etc.	**The bidder requests the following Clarification** 1)Does the finance department have control over the other departments for cash management purpose? If so ,how they exercise the same? 2)Are there any checker options for the finance department .	Yes. Through the system monitoring.
66	45	8	8.2.1	a	The SNA is the account of the parent agency/department for any scheme and acts as the nodal account for all the child agencies mapped to the parent	**The bidder requests the following Clarification** Is SNA account containing multiple scheme funds? If yes then how the system manages to segregate that fund within different scheme and components?	Each scheme will have 1 SNA account.
67	47	8	8.2.3	e	For the transfer to beneficiaries under DBT schemes, Aadhaar Enabled Payment System (AEPS) will be followed. For other transfers also, wherever possible AEPS will be preferred over account-based transactions	**The bidder requests the following Clarification** How the system collects the Aadhaar details of beneficiaries, is there any Aadhaar Registration and validation process in order to transfer fund to beneficiaries under DBT schemes.	No.
68	47	8	8.3	c	The master data should be configurable (add, modify, disable/enable, delete) by the super admin or admin of the respective agency/departments.	**The bidder requests the following Clarification** 1)If master data like scheme, components are modified. how the data will be sync with pfms. 2)There may be data discrepancy between PFMS and TPFTS. How will the system manage data discrepancy with PFMS?	There should be seamless flow by the proposed system.
69	48	8	8.4	b	The super admin/admin should be able to set the limits for the parent agency in the case of both SNA and Regular accounts tracking.	**The bidder requests the following Clarification** 1)What is the frequency of setting expenditure limit for parent agency? 2)If the limit exhausted how the system facilitated for setting of new limits? 3)What is the provision in the system to accommodate supplementary budget for SNA as well as regular accounts.	As per the requirement of the department.
70	48	8	8.4	d	The system should be able to set limits scheme component-wise as well for parent and child agencies, wherever applicable and available	**The bidder requests the following Clarification** If SNA/Regular accounts contains both state and central scheme funds, how the system identify the fund type and how system able to set scheme component wise limit on it?	As per the requirement of the department.
71	48	8	8.4	e	The system should have an option to integrate with the respective bank accounts and set the limits in the actual account through their Core Banking System	**The bidder requests the following Clarification** 1)Who has the authority to login the core banking system to update individual's bank accounts transaction limit? 2)Is the bank permit to do so? 3)Who will be responsible for authenticity of any updating on accounts?	As per the requirement of the department.
72	48	8	8.5	d	In the case of SNA, during the payment to DBT or vendors/suppliers, it will be debited, and funds transferred to the beneficiary or vendor during the last mile transfer	**The bidder requests the following Clarification** 1)How the payment confirms whether all the payment details received successfully ? 2)In case of any expenditures details not received from the bank in time, how system inform it to the banks for delay of information?	The proposed system should provide for these requirements.
73	48	8	8.5	d	In the case of SNA, during the payment to DBT or vendors/suppliers, it will be debited, and funds transferred to the beneficiary or vendor during the last mile transfer	**The bidder requests the following Clarification** 1)Is there any dash board to monitor the transaction details? If yes at what level it will be monitor? 2)Is there any provision for bank user to monitor the transaction details through dash board?	Yes. At the appropriate level as decided by the department.
74	49	8	8.6	a	In SNA, this option is implemented through the limit setting since actual funds transfer does not happen between the parent and child agency accounts.	**The bidder requests the following Clarification** How system handle un utilized amount of a scheme on a particular time period for SNA as well as regular accounts.	As per the requirement of the department.
75	49	8	8.6	N/A	Not available in RFP	**The bidder requests the following Clarification** How system handle failed payment of the beneficiaries and child agencies?	As per the requirement of the department.
76	47	8.2 SNA (Single Nodal Account) tracking	8.2.3 Assumptions	N/A	e. For the transfer to beneficiaries under DBT schemes, Aadhaar Enabled Payment System (AEPS) will be followed. For other transfers also, wherever possible AEPS will be preferred over account-based transactions.	Please confirm that the HSM required for storing encryption key for Aadhaar number will be provided by TNFD ?	As per the requirement of the department.
77	60	10 Key application and Design principles	Security	N/A	c) The solution shall support advanced user authentication mechanisms including Digital Certificates/e-Sign	a. Kindly confirm that the, DSC issuance will be managed by the TNFD? b. Kindly confirm that the cost for hardware crypto token devices/DSC and e-sign services will be borne by TNFD? Bidder will be only responsible for the integration with the application? c. For additional HW sizing , Please confirm the total number of users using the hardware crypto device digital signature?	(a) DSC issuance by the respective Department. (b) By the Department (c) As per the requirement of the Department.

No	Page	Section				RFP Clause	Query / Understanding	Response
78	60	10Key application and Design principles	Security	N/A		d) Security design should provide for a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery, and disaster recovery system.	Kindly confirm the no. of internal users for which the identity management system is required?	About 22000 Users.
79	60	10Key application and Design principles	Security	N/A		b) The application must allow efficient utilization and performance of underlying compute, network, and security infrastructure. The deployment architecture must allow for fault tolerance and load balancing, and enable horizontal scaling of servers and storage upgrades without affecting solution uptime	As per RFP, system will be highly secure which needs security components like firewall,NGFW,IPS etc. Please confirm these security components will be procured by the TNFD?	Yes. By the Department.
80	75	11.6 Non-Functional Requirements	12 Certification	N/A		b. Security Auditing from Cert-in empanelled auditor.	As per RFP, clause 11.7 it is mentioned that 'The cost of the Security Audit shall be paid by Treasuries and Accounts Department.' Please confirm Security Auditing from Cert-in empanelled auditor will be borne by TNFD.	Yes. By the Department.
81	71	11		11.3	a	a) Cloud deployment is proposed for this project	We understand that the department may provision for either DC at the state data centre or Meity Empanelled cloud service provider. Please let us know the following w.r.t DC and DR in case of Meity Empanelled cloud deployment infra : a. Whether you expect DC and DR on separate seismic zone considering that majority of the cloud service providers today address DC: DR through Multi AZ deployment through a common instance b. What is the expected RTO and RPO c. Whether department has any specific preference for any cloud	Cloud deployment proposed for this scheme. Other needs will be decided after award of contract.
82	74	11		11.6	Sr. No. 4 of the table in point f	All data (Spatial & Non-Spatial) and metadata should support standard RDBMS portability like MySQL, PostgreSQL, etc.	We understand that while the system will be database agnostic, the database to be chosen would be mutually agreed in consultation with department before the design phase. We will choose the agreed standard RDBMS and configure the system for UAT and Go Live. If there is an need for any change of DB at a later point of time during the O&M phase would be taken up through Change Management. Please confirm on our understanding.	Yes
83	74	11		11.6	Sr. No. 5 of the table in point f	c. It should be integrated with digitization software	We understand procurement of the digitization software would be out of scope of bidder. The proposed system should be able to ingest the data from the digitization software. Please confirm on our understanding.	All softwares and its integration are in the scope of the bidder under the proposed scheme.
84	86	14			a	The ownership and IPR of the deliverables made under this Contract would always rest with TNFD and Treasuries and Accounts Department. The ownership and IPR of the Proprietary tools and/or other tools used by the successful bidder or third party or parties to make the deliverables would always rest with the respective parties. The successful bidder would disclose such tools to be used under this Contract to TNFD and Treasuries and Accounts Department	We understand that the IPR of the pre existing IPR of the bidder would lie with bidder. Ownership of the source code of the pre existing IPR of bidder would be with bidder. Ownership of the customized code , developed specially for this system, would be with the department.	Ownership of source code shall be with the department.
85	N/A	N/A		N/A	N/A	Not available in RFP	In case data migration is in the scope of work, please let us know the expected volume of data to be migrated	Will be decided after award of contract.
86	N/A	N/A		N/A	N/A	Not available in RFP	Please let us know any approximate transactional volume per year to be considered in order to size the system better	Will be decided after award of contract.
87	47	8.2.3 Assumptions	b	N/A		It is assumed that the system will have integrations with PFMS and IFHRMS for the import of master data and export of expenditure details back to these systems, wherever required.	We assume that this is API based integration and the data imported will be in structured format. Please confirm.	Yes.
88	47	8.2.3 Assumptions	c & d	N/A		c. It is assumed it will be mandated to update all transactions (receipts, advances, expenditures, transfers) in PFTS by the respective agencies so that PFTS can track until the last mile. d. It is assumed that the bank accounts involved in PFTS have maximum restrictions to allow only digital transactions and restrain payments over the counter, cheques, challans, etc.	We understand that it will be department's responsibility to adhere to these clauses. Please confirm.	Yes. As per the regulatory requirement of the concerned agency.
89	47	8.2.3 Assumptions	e	N/A		For the transfer to beneficiaries under DBT schemes, Aadhaar Enabled Payment System (AEPS) will be followed. For other transfers also, wherever possible AEPS will be preferred over account-based transactions.	1. Please clarify if any of the existing systems are maintaining the Aadhaar numbers of the beneficiaries of the DBT schemes and whether PFTS system is expected to pick the addhar numbers from this existing system. 2. If not, then please confirm if the PFTS system is required to maintain the Aadhaar numbers of the beneficiaries of the DBT schemes in an Aadhaar data vault solution as per UIDAI guidelines. 3. If the bidder is required to implement the Aadhaar vault solution , please provide the total number of Aadhaar to be stored in the system and the average and peak number of transactions expected through the Aadhaar vault. 4. Please confirm that the dedicated HSM for Aadhaar vault as per UIDAI guidelines will be provisioned by the department. 5. In case the Aadhaar numbers are to be maintained the PFTS system , please clarify if any verification at the time of Aadhaar seeding is also required. 6. Please confirm that the department will be responsible for any administrative or legal requirements for any integration required with UIDAI or AEPS.	As per the published terms.
90	4	8.3 Master data management module	vii	N/A		vii. Vendor, Beneficiary registration 1. This is an optional provision in the system. 2. In this registration process, the system should allow the user to update the bank account details (bank name, IFSC code, name as in the bank account, etc.) and validate against the respective bank to track the last mile expenditure. 3. The system should have options for bulk import of vendors, and registrations.	1. Please specify the number of banks which are to be integrated here. 2. It is assumed that all the banks required to be integrated will already have suitable mechanisms for integrations in place. 3. This clause also states that this is an 'Optional Provision' . Please clarify whether we need to assess the cost and effort involved for this functionality.	10 Numbers of Bank. The cost may be indicated under additional services if required.
91	51	8.10 Dashboard & MIS	a|b|c	N/A		a) The dashboard is a landing page for all users. The contents and the items displayed in the dashboard are based on their user's roles and access permissions (e.g., an approver can view the total transactions pending for action). a) The system should provide real-time dashboards, reports, and MIS against schemes, accounts, components, etc. b) Some of them are as below, but not limited to: a. Expenditures b. Balances c. Variances d. Comparison reports between schemes, agencies, etc. e. Remainders, pendency, alerts & notifications	1. Can you please provide the number of dashboards, reports/MIS required. This is required to assess the effort involved. 2. what is the number of users who are expected to view the reports and dashboards. 3. How many users will use the drill down feature of dashboards.	Will be decided after award of contract.
92	51	8.11 User Management	f	N/A		f) Users can be classified into 1. Super Admin 2. Department Admin 3. Department / Agency Officers (like PAO, DDO, etc.) 4. Maker, Checker – Can be part of department officers	Please specify the number of users against each user classification.	Will be decided after award of contract.
93	53	9.2 Development support team post-go-live	b	N/A		b) The cost for the deployment of 10 resources for the first 3 years (during 1-year free warranty and 1st and 2nd year of O & M) and their travel and accommodation expenses has to be borne by the successful bidder itself and accordingly, the bidder has to quote the cost for resource deployment in the item no 1.03 of price bid. Payment for the deployment resource will be made quarterly.	1. What are the expected travel requirements 2. Please specify the destinations, number of days of travel. 3. As per Implementation Timeline given in pg. 103 , the project support is mentioned as 12 months of warranty followed by 60 months of operations and maintenance. Please clarify whether these 10 resources are required for only the period of initial 3 yrs. or for the overall warranty (1 yr) and O&M period (5 yrs) 4. If these 10 resources are also required for the remaining 3 yrs of O&M then please clarify whether these are to be deployed on customer premises or bidder premises for the remaining period.	The travel if any will be within the state only. The O&M is for 5 years after Free waranty period and at any locations required.

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94	53	9.2 Development support team post-go-live	c	N/A	c) The resources can avail leave one day in a month and their attendance shall be monitored by the respective offices where they are deployed. In case any replacement of resources arises, the successful bidder has to deploy alternate resources with prior approval from Treasuries and Accounts Department and Treasuries and Accounts Department clients. Any absence of the resources for more than 5 days continuously in a week shall lead to a penalty of Rs.1000/- per day and this amount will be deducted from the milestone payments.	The resources are given leaves as per the organization's policies. The penalty should be based on the breach of SLA and not on the availability or non-availability of resources since the responsibilities can be shared in case of emergencies.	No. published terms prevails.
95	59	10.1.1 Application Components	c	N/A	c) The Application must interface with the external applications and systems as follows: 1. Other Applications/portal/APIs 2. Mail Server (for sending reminders and mailers from the Application), 3. Exporting Options (in PDF and Excel formats) 4. SMS Gateway (for sending reminders and alerts from the Application) 5. Data Warehousing Servers and Business Intelligence / Reporting Servers 6. Payment Gateway	1. Please confirm that Department is going to provision and bear all cost (one time and recurring) for email gateway, SMS gateway and Payment gateway and the SI is only required to integrate the application with these gateways. 2. Please confirm that the proposed application will only expose APIs to interface with these systems.	Yes.
96	61	10.2 Requirements for Adherence to Standards	a	N/A	a) The proposed solution should be designed and developed in open source and open standards, to the extent feasible and in line with overall system requirements, to provide interoperability with multiple platforms and avoid any technology or technology provider lock-in	1. Please confirm if community edition of OSS is allowed. 2. In case due the RFP requirements a supported version of OSS or a COTS product is required to be proposed, please confirm if the department will bear all subscription or license cost for all production and non-production environments for the complete project duration.	Yes.
97	61	10.2 Requirements for Adherence to Standards	c	N/A	c) Architecture should be built on the Internet involving n-Tier and should not be based on any proprietary standards. The application should be developed using web-based technology and run independently of Operating System and web browsers. Architecture should support multi-tenancy and should be compatible to host in any environment.	Though application will be based on the open standards but the clause 'run independently of Operating System and web browsers' is extremely open ended. We request that the list of OS and web browsers - to be supported - is provided. This information is required since there is a substantial effort required to test and develop cross platform compatibility.	Will be decided after award of contract.
98	62	10.3 Bilingual	a	N/A	a) The portal shall support both user interfaces & data in Tamil and English languages. Department will provide the contents for both the Tamil and as well as English.	Please confirm that user will have native Tamil keyboard or in case any web-based Tamil keyboard is required, same will be provisioned by the department.	Tamil Keyboard is also required.
99	58	10Key application and Design principles	a ,b	N/A	Extensibility & Scalability - a) Applications must evolve to support new business requirements and make use of new technologies. The system shall be extensible and scalable to allow additional capacity/ bandwidth/ volume of users in the future. b) The infrastructure elements such as Data Centre, Disaster Recovery infrastructure, and network infrastructure have been designed keeping this principle in mind.	Scaling the system will also require scaling of the Infrastructure and additional system software licenses, the procurement of which will be the responsibility of the department. Please confirm.	Yes. On mutual acceptance.
100	56	10Key application and Design principles	a	N/A	Multi-Tenancy he proposed solution should work for any other similar kind of an organization without doing any change in the software	This software will be developed for the given functionality and the sole usage by the department. In case the software is required to deployed for different organization, it may require changes. Please confirm.	No. It should provide for all organisations.
101	62	10.2 Requirements for Adherence to Standards	g,h,i	N/A	g) The response time to open/load a page should not exceed 06 seconds. h) The time taken to complete a database transaction should not exceed 5 seconds. i) Generation of MIS reports shall not take more than 15 to 30 seconds to display the same.	1. These SLAs should be measured at the data centre level so as to avoided any delay in response due to local network latency . 2. There will be transactions that will be dependent on the external interfaces for the response, please confirm that those transactions will not be considered for the SLAs. 3. Please segregate the MIS report display time based on the complexity (Simple, medium, complex) of the MIS to be generated.	No. published terms prevails.
102	67	10.10.4 UAT server Installation	a	N/A	10.10.4 UAT server Installation a) The successful bidder shall deploy the services in the staging server (If the department will provide a staging environment or otherwise in the development environment itself) for UAT.	As a best practice we recommend that the department should provide a separate environment for testing which can be used for UAT as well.	Will be decided after award of contract.
103	69	11.3	a,b,c	N/A	11.3 IT Infrastructure a) Cloud deployment is proposed for this project. b) The IT infrastructure cost is not included as part of this RFP. The IT infrastructure, architecture, and platform/service provider will be proposed by the successful bidder and reviewed by TREASURIES AND ACCOUNTS DEPARTMENT and TNFD and the procurement will be entirely out of the scope of this RFP. c) The agreed IT Infrastructure will be provided to the successful bidder for deployment. d) The successful bidder shall be responsible for hosting the Web Portal (responsive) for TNFD. The TNFD will buy the H/W & licenses and the successful bidder will support the installation, commissioning, and other deployment activities with the OEMs and other stakeholders.	1. Please confirm whether the application will be hosted on the public cloud or private cloud or on-prem data centre. 2. Can we propose deployment and sizing for public cloud (including cloud native services). 3. What are the non-prod environments does the SI need to propose. 4. Please confirm that for all the prod and non-prod environments the infrastructure and system software licenses will be provided by the department.	Will be decided after award of contract.
104	69	11.3 IT Infrastructure	2	N/A	Hosting must be done in Tamil Nadu State Data Centre & the ELCOT DR Site or a MEITY empanelled public cloud.	Please specify the size of disaster recovery site as a percentage of production.	Will be decided after award of contract.
105	70	11.3 IT Infrastructure	3	N/A	3. The proposed portal solution should provide the following without compromising the quality & performance of the services: i. High Reliability ii. High Availability (24*7*365) i.e., > 99% Server Uptime	Since the provisioning of on-prem or cloud Infrastructure is the responsibility of the department therefore availability of the Infrastructure should also be owned by the department and SI should be only responsible for the application uptime. Please confirm.	Yes.
106	72	11.6 Non-Functional Requirements	e	N/A	e) The bidder shall support resolution times for reported incidents as follows: - 1. Level 1 Severity - 4 hours 2. Level 2 Severity - 8 hours 3. Level 3 Severity - 16 hours 4. Level 4 Severity - Next release	how is the severity of the incidents defined. Please confirm that this will mutually be discussed and mutually agreed at the time of system design.	Yes.
107	72	11.6 Non-Functional Requirements	f # 4	N/A	All data (Spatial & Non-Spatial) and metadata should support standard RDBMS portability like MySQL, PostgreSQL, etc.	1. Please clarify the requirement for Spatial data. 2. Data available in one RDBMS might not be directly portable to the other DB but might require certain effort to transform the data. Therefore any such porting requirement should be considered a change request.	Will be decided after award of contract.
108	73	11.6 Non-Functional Requirements	9	N/A	g. Test Report: Third-party test reports certifying the above benchmarks should be submitted by IA before Go-Live with the application	Please confirm that the department will engage and provision for this third party audit and SI will support the audit activities and close any observations that come out of it.	Yes.
109	75	11.6 Non-Functional Requirements	12 Certification	N/A	a. Website Quality Certification from STQC b. Security Auditing from Cert-in empanelled auditor.	Please confirm that the department will engage and provision for these third party audits and SI will support the audit activities and close any observations that come out of it.	Yes.
110	76	11.6 Non-Functional Requirements	15 Data Backup	N/A	a. Support automated backup and recovery facility for all records in tape library	1. Since the DC DR facility will be provisioned by the department , we understand that the backup and recovery facility on tape will also be provisioned as part of the same. Please confirm 2. Please confirm that bidder will only configure the backups as per the agreed schedule.	Yes.
111	76	11.6 Non-Functional Requirements	18 Viewing of records	N/A	a. Server-based Inbuilt Document Image Viewer for displaying image documents without a native viewer. b. The viewer should be browser independent	1. The facility to view a document without its native viewer is not available through open source software. We request that this clause a and b may be dropped. 2. In case this universal document viewer is required, please confirm that the department will provision for the licenses of the COTS product proposed by the bidder.	No Change.
112	76	11.6 Non-Functional Requirements	18 Viewing of records	N/A	c. PDF documents when opened should be viewed with visible watermarks with print & download/save disabled. d. In the case of images with printed English text, the output PDF document should be searchable. In this case, the PDF should also be reflowable such that the text readjusts itself based on the size of the screen.	The open source pdf generation tools do not support multilingual capabilities. In case a COTS pdf document generator solution is required please confirm that the department will provision for the licenses of the COTS product proposed by the bidder.	Yes.

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113	76	11.6 Non-Functional Requirements	19 Administration	N/A	a. It should provide a web-based and desktop administration module.	We understand that this is a purely web-based application and 'desktop administration module' is a typographical error. Please confirm.	yes web based application Desktop administartion module is a typographical error.
114	77	11.8 Free Warranty and Operation & Maintenance	a	N/A	a) The successful bidder should maintain the web portal for a period of 60 months after the free warranty period of 12 months after Go-Live. The scope of work for free warranty consists of the comprehensive regular timely operations, content management (add, modify, delete, etc.) of the website, maintenance, CR implementation, H/W, and S/W installation & support, commissioning of H/W and S/W components, managing the system alerts & events, SSL implementation and maintenance, UIDAI license/key management support (if required), etc.,	The scope of Si is only to give the Infrastructure requirements to the department and the ownership of hardware lies with department. Please remove the hardware commissioning and maintenance and support from this clause.	please see corrigendum Si is only to give the Infrastructure requirements to the department and the ownership of hardware lies with department.
115	79	12 Implementation Timeline		N/A	Security Audit completion T6 = T5 + 0.5 Month Deployment & Go Live T7 = T6 + 0.5 Months	1. Is the STQC certification required for the go-live. 2. if yes, then please consider additional time for the implementation phase as typically STQC certification takes 3 months to complete.	No. published terms prevails.
116	83	13 SLA Monitoring and Warranty		N/A		There is a mismatch between Service level parameter values given on page 85 under section 13 SLA Monitoring and Warranty and the SLA parameter values given on pg 99 , 10 Service Level Agreement. Please specify which SLA parameter values are applicable for this RFP and modify the respective clauses.	SLA parameter values are applicable. Concurrent users shall be 8500 only. Please see corrigendum.
117	83	13 SLA Monitoring and Warranty	2	N/A	a) For <8500 and >5000 concurrent users: 1% of the milestone payment amount for every week from the date of SL slippage with a cap of 10% of the milestone amount. b) For <5000 concurrent users: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. c) Beyond the 10% penalty for the milestone, the Department may decide as per the exit clause.	1. The bidder can only design a platform to support a given user concurrency. The bidder however has no control over how many users actually use the platform. We understand that the system is required to be designed to support 8500 concurrent user however if the actual number of users accessing the system is less than this number this will not be considered the breach of SLA and will not impact the bidder payment. Please confirm. 2. Section 11.3 IT Infrastructure , pg 72 mentions 'High Scalability (1200 concurrent users) with Load Balancing & Clustering as per the need.' , which is inconsistent with the SLA given in this section. Please clarify what is the peak concurrency supported by the system. 3. We understand that the concurrent users mentioned in this SLA refers to the number of concurrently 'connected users/Logged in users' in the system and does not refer to the 'concurrent transaction hits' to the system. Please confirm.	The design of the system should be for the specified parameters. Concurrent users are 8500.
118	68	11.1 Data Centre and DR installation	a	N/A	The successful bidder shall install the Operating System, Database and Web services, Web, Application, DB servers, and other required components and services and also support & install the necessary software required for the implementation of e-Sign/ Digital Signature.	1. Please confirm that the department is going to provision for all Infrastructure and system software licenses (API gateway, OS, Web server, app server, reporting server, BI tool, pdf generator etc) for all production and non-production environments. 2. Please confirm if Infrastructure is provided as IaaS because in that case the activities like OS installation are not required and could save significant effort.	Yes. As per the system design.
119	83	13 SLA Monitoring and Warranty	3 Response Time for the Forms in Application	N/A	a) For < 2.00 second: No penalty b) For > 2.00 sec and < 3.00 seconds: 1% of milestone payment amount for every week from the data of SL slippage with a cap of 5% of milestone amount c) For >3.00 seconds: 2% of the milestone payment amount for every week from the data of SL slippage with a cap of 10% of the milestone amount	There is a discrepancy between Section 11.3 IT Infrastructure , pg. 72 which mentions 'v. It should not take more than 6 seconds for responding to the users' and the referred clause . Please clarify what is the expected response time.	The values under clause 13 prevails.
120	97	10 Service Level Agreement	2 Concurrent users	N/A	a) For <850 and >750 concurrent users: 1% of the milestone payment amount for every week from the date of SL slippage with a cap of 10% of the milestone amount. b) For <750 concurrent users: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. c) Beyond a 10% penalty for the milestone, the Department may decide as per the exit clause.	Section 13 , SLA Monitoring and Warranty mentions maximum concurrent users as 8500. Please check this clause and rectify accordingly.	Concurrent users are 8500. Please see corrigendum.
121	107	3. APPENDIX – III: Price Bid	1.01	N/A	Cost for design, development, maintain the software application and cost for Cloud hosting for TNFD inclusive of the Free Warranty for a period of 12 months after Go-live	We understand that the entire infrastructure and licenses will be provided by the department, please modify the price bid line item to remove the cloud hosting cost.	To be decided by the department..
122	107	3. APPENDIX – III: Price Bid	1.01	N/A	Cost for design, development, maintain the software application and cost for Cloud hosting for TNFD inclusive of the Free Warranty for a period of 12 months after Go-live	Price bid clause 1.03 asks for 'Cost for deploying 10 (Ten) technical resources for a period of 12 months during the free warranty and a period of 24 months' then please specify what cost into be provided in clause 1.01 of the price bid as the 'cost for free warranty period of 12 months' after go-live.	The cost upto 12 months Free warranty period will be covered under 1.01 for the design, development and maintainance. For the Technical resources during Free warrant period of 12 months and subsequent O&M period of 5 Years will be covered under 1.03
123	107	3. APPENDIX – III: Price Bid	1.02	N/A	Operation and Maintenance Cost for TEN years after the free warranty period	As per Implementation Timeline given in pg. 103 , the project support is mentioned as 12 months of warranty followed by 60 months of operations and maintenance. This is inconsistent with the current clause which asks for O&M cost for 10 yrs. please make necessary corrections.	O&M is for 5 Years after Free warranty period. Please see corrigendum.
124	68	N/A	N/A	N/A	10.10.6 The venue, refreshments, and other facilities will be provided by the TREASURIES AND ACCOUNTS DEPARTMENT client (TNFD department) if planned as face-to-face training. The successful bidder should work out a training and capacity-building plan with a proper schedule and submitted as part of the overall plan for the project.	Please specify the number of trainings, batch size and number of days for each training over the period contract.	Will be decided after award of contract.
125	73	11.6 Non-Functional Requirements	N/A	N/A	Performance Benchmark a. User Login: The user should be able to log in within a maximum time of 5 seconds b. User Logout: The user should be able to log out within a maximum time of 5 seconds c. Pages: ALL pages must open (on Archives intranet) within a maximum time of 5 seconds. d. (Navigation: Users should be able to navigate from one to another page in a maximum time of 5 seconds. Ability to go back on the previous pages by clicking the back button in a maximum time of 5 seconds e. Search: Searches must return results within a maximum time of 5 seconds f. Idle Time: Users should be logged out if the application is not used for more than 5 mins g. Test Report: Third-party test reports certifying the above benchmarks should be submitted by IA before Go-Live with the application	There are different set of SLA parameters required as per page 85 under section 13 SLA Monitoring and Warranty. Please specify which parameters will be measured during performance testing.	As per the department requirement.
126	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Validity of Proposal This proposal will remain valid for acceptance for a period of ….weeks from the proposal date.	The validity of the bids is for minimum 90 days from the opening of the tender as per clause 6.2
127	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Language for Communication The official language for communication on this assignment will be English. Further, all deliverable documents will be in the English language.	Yes.
128	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Letter of Acceptance As the first step for the assignment, the BUYER will issue Bidder a Letter of Acceptance. This letter will refer to proposal and confirm its acceptance. Initial payment, by cheque or draft drawn on a branch at the location of Bidder's branch submitting the proposal, must accompany the Letter of Acceptance.	LOA will be issued. The Payment terms will be as per clause 18 only. No advance is payable.

129	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Lead Time Bidder will commence work within ….. weeks of receiving the requisite advance payment.	The time line is as per the published terms.
130	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Execution Infrastructure The BUYER will provide necessary and adequate infrastructure to enable Bidder to fulfil its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include: i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided). The above-mentioned infrastructure will be required for work to be carried out at the site of BUYER during regular working hours. BUYER shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.	No office space is envisaged. Except Hardware all softwares, Consumables, Stationaries and other assistance would be in the scope of the bidder. Available meeting facility with the department may be used when required. No other facilities as to be provided by the department is envisaged.
131	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Co-ordination BUYER will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. BUYER will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various BUYER Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from BUYER to take decisions and give timely approvals as per the need of the project.	Will be decided after award of contract.
132	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Assistance The BUYER will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the BUYER, before the service is undertaken by Bidder. Necessary and sufficient time will have to be spent by Users in BUYER with Bidder personnel during this stage of the assignment.	Will be decided after award of contract.
133	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Methodology, Tools and Techniques Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the BUYER will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.	Will be decided after award of contract.
134	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Deliverables The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.	As per the terms of the RFP
135	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Acceptance of Deliverables BUYER will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal. The application software (if any) will be delivered/installed for acceptance to BUYER as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUYER. BUYER 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 the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by BUYER. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by BUYER, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. BUYER will confirm acceptance in writing to Bidder. The BUYER shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, 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 BUYER if the BUYER (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall be at the cost of Bidder provided the defects	As per the terms of the RFP
136	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Change Management Procedure A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the BUYER to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the BUYER for its approval within a reasonable time period. Bidder will incorporate the change after receiving the BUYER's written approval. In case of delay in approval by the BUYER, the baseline itself may undergo a change; this will mean a reassessment of the charges. Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the BUYER. These will be evaluated jointly by the BUYER and Bidder and will be provided by the BUYER at no cost to Bidder.	As per the terms of the RFP

137	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Payment of Invoices/Bills All invoices and bills for the Application Software will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation. All payments are to be made by demand draft/cheque favouring TATA CONSULTANCY SERVICES LIMITED. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount 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 BUYER and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. All fees payable to Bidder are exclusive of any sales, use, value added tax, service taxes or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, BUYER shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the BUYER. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.	As per the terms of the RFP
138	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Reimbursement of Tax/Levy Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.	As per the terms of the RFP
139	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Intellectual property rights: All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and the BUYER shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of the BUYER the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. Similarly all the Intellectual Property Rights (IPR) 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 owners/ Bidder's licensor and BUYER shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.	As per the terms of the RFP
140	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Warranty Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications of the Application Software. This warranty shall remain valid for three (3) months after the acceptance of the software by the BUYER or three (3) months after the delivery of the software, whichever is earlier. BUYER shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software. The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the BUYER. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the BUYER without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by BUYER in connection with the preparation of the deliverable. In case of breach of this warranty, BUYER's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially	As per the terms of the RFP
141	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Additional Support and Services In case the BUYER requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.	As per the terms of the RFP
142	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Travel and Related Expenses Should the assignment require any travel by any Bidder expert outside their respective base location(s), the BUYER will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.	As per the terms of the RFP
143	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Cost Escalation Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the BUYER, non-availability of facilities at the BUYER, increase in the scope of the agreed Change-Requirements or increase in the BUYER's Implementation support requirements etc., Bidder will bring this to the attention of the BUYER. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.	As per the terms of the RFP

144	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Confidentiality	As per the terms of the RFP
						Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it: a.Is obtained from another source without restriction. b.Is in the possession of, or was known to, the receiving party prior to	
145	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Non-employment	As per the terms of the RFP
						The BUYER will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising here from.	
146	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Liability	As per the terms of the RFP
						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 BUYER 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 BUYER, 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 BUYER. Such failures or delays shall be brought to the notice of the BUYER and subject to mutual agreement with the BUYER, 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 Buyer for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties. 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. The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount paid to Bidder by the BUYER in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) wilful misconduct or (b) indemnification against third party claims for infringement.	
147	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	General Indemnity	As per the terms of the RFP
						The BUYER will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the BUYER by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.	
148	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Indemnity for infringement of intellectual property rights	As per the terms of the RFP
						The BUYER warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.	
149	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Force Majeure	As per the terms of the RFP
						Except to the extent otherwise provided herein, no liability shall result to other Party from delay in performance of from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labour trouble but each of the hereto shall be diligent in attempting to remove such cause or causes. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party. However Bidder shall be entitled to receive payments for all services rendered by it under this Assignment.	
150	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Arbitration	As per the terms of the RFP
						In the event of a dispute or difference of any nature whatsoever between Bidder and the BUYER during the course of the assignment arising as a result of this proposal, the same will be referred for arbitration to a Board of Arbitration. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996.This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bidder and the BUYER will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out in Delhi.	
151	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Governing law:	Jurisdiction Chennai
						This proposal shall be governed by and construed in accordance with Laws of India and the parties submit to the exclusive jurisdiction of the courts in Delhi.	

152	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Termination The Agreement resulting from this proposal may be terminated: (a)by either party by giving the other party not less than ninety (90) days written notice of termination; (b)forthwith if either party commits any material breach of any term of this contract and which in the case of a breach capable of being remedied shall not have been remedied within thirty (30) working days of written notice to remedy the same; (c)forthwith by either party if the other party shall convene a meeting of its creditors or if a proposal is made for a declaration as insolvent or a proposal for any other composition scheme or arrangement (or assignment for the benefit of its creditors), or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business assets of the other party or if an order is made or a resolution is passed for the purpose of the winding-up of the other party or for the making of an administration order (otherwise than for the purpose of amalgamation or reconstruction); (d)by either party pursuant to Force Majeure. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination. In the event of this assignment being terminated, the BUYER shall be liable to make payments of all the amount due under this assignment for which services have been rendered by Bidder's Consultant's. Forthwith on the expiry or earlier termination of this agreement, each	As per the terms of the RFP
153	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Notices All notices, requests, demands and other communications under this proposal or in connection herewith shall be given to or made upon the respective parties as follows – Bidder:Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001. With a copy to: Deputy General Counsel Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001. BUYER: (pl. fill up the Address). or to such other person or addresses as any of the Parties shall have notified to the others. All notices, requests, demands and other communications given or made in accordance with the provisions of this proposal shall be in writing by letter, fax, email or telegram.	As per the terms of the RFP
154	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Waiver No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal 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 Proposal 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 Proposal.	As per the terms of the RFP
155	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Assignment Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party	As per the terms of the RFP
156	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Nonexclusively 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.	As per the terms of the RFP
157	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Independent Relationship This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.	As per the terms of the RFP
158	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Modification This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.	As per the terms of the RFP
159	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Publicity Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.	As per the terms of the RFP
160	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Entire Understanding This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supersedes and cancels all previous negotiations thereof. 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.	As per the terms of the RFP
161	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Code of Conduct: The business activities of the Bidder are self-regulated by the "Code of Conduct". The BUYER undertakes that it will endeavour to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counsellor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received.	As per the terms of the RFP
162	N/A	N/A	N/A	N/A	Standard Legal Clause to be added	Survival The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.	As per the terms of the RFP