



Corrigendum - IV

RFP Ref No: IT/SYSTEM INTEGRATOR/2862/2020

20 May 2020

A. Volume I of the RFP

1. Section 2 - Schedule of Bid Process, SI No.9 submission Details is modified as follows:

| SI. No. | Information | Details |
|------------|--------------------|---|
| 9. | Submission Details | Considering the current situation related to the pandemic, the bidders can also submit the proposal by Post or Courier not later than the due date as per the Corrigendum – III to the address mentioned in the RFP. The guidelines for the submission of proposal shall be as per the details mentioned in section 5.4.4. |

2. Section 4 - Background Information, clause 4.1- Basic Information, sub-clause III is modified as follows:

Guidance reserves the right to extend the Term for a period up to 6 months, such extension or extensions on the same terms and conditions including financial, subject to the Guidance's obligations at law.

B. Volume II of the RFP

1. Following clauses are added to Section 3.4 and section 4.8 of Vol. II of RFP of the envisaged solution.

- 1. The bidder has to ensure that the proposed solution shall be based on "human centered design" principles. This would enable the solution to,
 - Solve the core, root issues, not just the problem as presented to us (which is often the symptom, not the cause)
 - People-centric approach
 - Take a systems point of view, realizing that most complications result from the interdependencies of the multiple parts
 - Continually testing and refining SOPs, ensuring they truly meet the needs of the people for whom they are intended to envisage automatic updates
- 2. The bidder has to ensure that the **real-time query / grievances management platform is complemented by AI based cognitive engine**. This platform is envisaged to do the following but not limited to,
 - The Guidance would receive queries/grievances from various stakeholders (both departmental & public) from different channels such as web portal, email, SMS/WhatsApp to the prescribed number, helpdesk caller, in-person letter handed at the Guidance office, etc. The envisaged solution shall be able to successfully integrate data from all the existing sub-systems and route the query/grievances to the respective authority/personnel-in-charge and seamlessly disseminate the same to appropriate stakeholder for necessary actions.
 - o The solution shall also be able to do real-time tracking of the status of each query/ grievance and present the same dashboard to the authorities. The status update shall be made available on this envisaged open data portal & as notifications for each of such query / grievances to the mobile app / web portal for registered users.
 - Solution shall be able to present its findings by clustering by related queries, persons, locality, etc. as desired by the authority.

- The solution shall adhere ITIL framework for entire service-request (query / grievances) lifecycle. In case if its repeat request instance and occurred due to actual re-occurrence or not completely resolved then those shall "treated" as escalation under problem-management process in line with ITSM framework.
- Cognitive engine on AI platform which can progressively mature by adding content to its dictionary for the comprehensive query management service platform.
- Channelizing different queries / grievances & also monitoring and alerting any query held open beyond the threshold through configurable AI engine.
- All users (departmental and external) of the system should be able to log a request in the system using Online AI
 based chatbot.
- Voice & Chat Bot platforms shall need to provide NLP and speech support to provide the best results in understanding the user intent and responding with relevant information.
- The Voice & Chat Bot deployed should be capable of having an end to end conversation with the users. The solution should support multiple intents in the same sentence.
- A soft skilled persona has to be developed for the chatbot/Voice Assistant to make the interactions more engaging,
 humane and government like. Response pattern should be designed around that persona.
- The solution should support continuing conversation without losing context. Support for continuity in conversation, to anticipate and understand user intent.
- During Voice interactions (Voice-only and Voice combined chat) the Bot should give cues when a user needs to respond.
- o It should prompt the user at the right time and not assume that the user knows what to do
- The options prompted to a user should be clear, concise, limited and also able to manage accommodating novel thoughts & views.
- Information presented to the user should be in small pieces and a well-planned interaction. The dialog errors should be handled smartly and planned effectively.
- Analytics reporting/dashboard giving complete detailed overview of solution deployed with different matrices including but not limited to Active users, sessions per day initiated, user feedback, ratings, average daily

- no of sessions/user, Average daily number of chats handled by BOT, use case with most exits in between, improvement in AI, ML part etc.
- o The solution should act smartly with predefined workflows like greeting on entry or exit, error messages on no internet etc.

C. Volume III of the RFP

1. Section 3 - EFFECTIVE DATE AND TERM OF THE AGREEMENT, clause 3.2 is modified as follows:

The initial term of this Agreement shall be for a period of 6 (six) years, i.e. the Go-Live year plus 5 (five) years ("Term"). Guidance reserves the right to extend the Term for a period up to 6 (six) months over and above the Term.

2. Section 10- CONFLICT OF INTEREST, clause 10.4 is modified as follows:

The SI shall undertake that, during the Term of this Agreement with Guidance, neither it nor its affiliates shall, directly or indirectly, provide any competing or comparable services to any other state government in India or to the central government or their respective instrumentalities which shall adversely impact its ability to provide the services under this Agreement.

3. Section 20 - INTELLECTUAL PROPERTY RIGHTS, content is added as follows:

The IPR and Source Code of the solution developed under this project would be with the Guidance. Any use of the Source code/IPR/Application/Data for any purpose not limited to commercial/demonstration/marketing/awards shall be done only with prior written consent of Guidance. The Guidance would evaluate the request and make a decision considering the following sections of Intellectual Property Rights in this contract; the decision made by the Guidance shall be binding and the SI shall comply to the same.

4. Section Schedule – III – Exit Management Schedule, section 6 POST-AGREEMENT SCENARIOS is modified as follows:

After expiry of the Agreement (five years from date of Go-Live), Guidance, at its discretion, may request the SI to renew the Agreement for extended support for a period of 6 (six) months from the date of expiry of the Agreement, under the same terms and conditions as stated in the Agreement.

Alternatively, Guidance may identify any other contractor for the purpose of facility management services (FMS) to continue the support Services of the Project. In such occasion, the SI should carry out the knowledge transfer as specified in the RFP.

5. Section Schedule – VI - Terms of Payment Schedule, the following table is modified as follows:

| S. No. | Milestone | % of Total Fee |
|--------|--|--|
| 1. | Approval of Final SRS and Solution Sign-off Submission of Gap infrastructure report | 10% CAPEX |
| 2. | Deployment, Supply, Installation and Commissioning of ICT and Non-ICT Infra | 35% CAPEX |
| 3. | UAT of the solution for 50% of the envisaged Services (as per section 4.7 of Vol.II of this RFP) | 10% CAPEX |
| 4. | UAT of the solution for remaining 50% of the envisaged Services (as per section 4.7 of Vol.II of this RFP) | 10% CAPEX |
| 5. | Security and Performance Testing Certification for the entire solution | 10% CAPEX |
| 6. | "Go-Live" for 50% of the Services | 10% CAPEX |
| 7. | "Go-Live" for all of the Services | 10% CAPEX |
| 8. | Operations and Maintenance Phase for 5 (five) years (i.e. 20 Quarters) | 5% of OPEX per each of 20 quarters 0.25% of CAPEX per each of 20 quarters |

D. Response to queries

| S.N o | Volum e no. | Section no. | Clause no. | Pag e no | Actual clause in RFP | Clarification sought | Response |
|----------|------------------|-------------------|---------------|-------------|--|--|----------|
| | Vol I & Vol III- | Basic Informat | 4.1 & 3.2 | 12 & 7 | Guidance reserves the right to extend the Term | Guidance reserves the right to extend the Term for a period or | |
| | R | ion & EFFECTI | | | for a period or periods of up to 6 months with a | periods of up to 6 months with a maximum of 2 years, on mutual | |
| | | VE DATE | | | maximum of 2 years, such | consent. Such extension or | |
| | | AND | | | extension or extensions | extensions shall be on the same | |
| | | TERM OF | | | on the same terms and | terms and conditions including | |
| | | THE | | | conditions including | financial, subject to the Guidance's | |
| | | AGREEM | | | financial, subject to the | obligations at law | |
| | | ENT | | | Guidance's obligations at law. | The quarterly O&M cost payable | |
| | | | | | iaw. | during extended period (either of | |
| | | | | | The initial term of this | the two years) shall be enhanced | |
| | | | | | Agreement shall be for a | by ratio of CPI proportions that of | |
| 1. | | | | | period of 6 (six) years, i.e. | the year prior to the year in | |
| | | | | | the Go-Live year plus 5 | consideration of such extension to | |
| | | | | | (five) years ("Term"). | the year in which final Go-live had | |
| | | | | | Guidance reserves the right to extend the Term | happened, with all other Terms and Conditions remaining same. | |
| | | | | | for a period or periods of | and conditions remaining same. | |
| | | | | | up to 6 (six) months at a | The initial term of this Agreement | |
| | | | | | time, subject to a | shall be for a period of 6 (six) | |
| | | | | | maximum extension of 2 | years, i.e. the Go-Live year plus 5 | |
| | | | | | (two) years over and | (five) years ("Term"). Guidance | |
| | | | | | above the Term. | with mutual consent reserves the | |
| | | | | | | right to extend the Term for a | |
| | | | | | | period or periods of up to 6 (six) | |
| | | | | | | months at a time, subject to a | |

| S.N o | Volum e no. | Section no. | Clause no. | Pag e no | Actual clause in RFP | Clarification sought | Response |
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| | | | | | | maximum extension of 2 (two) | |
| | | | | | | years over and above the Term. | |
| | Vol I | 7.4 | 8.2.8 | 42 | II. Guidance may also like | II. Guidance may also like to | This clause remains |
| | | Contract | | | to reduce or increase the | reduce or increase the quantity of | unchanged. However, any |
| | | Finalizati | | | quantity of any item in the | any item in the Scope of Work | change in quantity of any |
| | | on and | | | Scope of Work defined in | defined in the RFP through mutual | item in the scope of work |
| 2. | | Award | | | the RFP. Accordingly total | discussion and subject to consent | defined in the RFP will be as |
| | | | | | Contract value may | of the selected bidder. Accordingly | per the mutual discussion |
| | | | | | change on the basis of the | total Contract value may change | with the bidder. |
| | | | | | rates defined in the | on the basis of the rates defined in | |
| | | | | | financial proposal. | the financial proposal. | |
| | Vol I | 8.2.21 | 8.2.21 | 87 | CorrigendumIII dated | In order to have an effective | This clause remains |
| | | Tech | | | <u>06th May 20.</u> | implementation of the project | unchanged. |
| | | Form 21: | | | In order to have an | within the stipulated timeline, a | |
| | | Underta | | | effective implementation | proactive governance framework | |
| | | king on | | | of the project within the | shall be institutionalized. The | |
| | | Delivera | | | stipulated timeline, a | framework would form of | |
| | | bles | | | proactive governance | Technical Committee headed by | |
| | | | | | framework shall be | representative from Guidance & | |
| | | | | | institutionalized. The | would have representatives from | |
| 3. | | | | | framework would form of | the respective Line Department as | |
| ا. | | | | | Technical Committee | members. | |
| | | | | | headed by representative | · Once the SI prepares and | |
| | | | | | from Guidance & would | submits the SRS document/UAT | |
| | | | | | have representatives | demo to Guidance, the Technical | |
| | | | | | from the respective Line | Committee shall seek consent | |
| | | | | | Department as members. | from the respective Line | |
| | | | | | · Once the SI prepares | department. | |
| | | | | | and submits the SRS | · If the consent from the | |
| | | | | | document/UAT demo to | respective Line Department is not | |
| | | | | | Guidance, the Technical | got within a reasonable timeframe | |

| S.N | Volum | Section | Clause | Pag | Actual clause in RFP | Clarification sought | Response |
|-----|-------|---------|--------|------|---------------------------|---|----------|
| 0 | e no. | no. | no. | e no | Actual Clause III RFP | Clarification Sought | |
| | | | | | Committee shall seek | of 10 days, then Technical | |
| | | | | | consent from the | Committee shall seek the scrutiny | |
| | | | | | respective Line | & recommendations from its | |
| | | | | | department. | technical consultants. | |
| | | | | | · If the consent from the | · The consultant shall review the | |
| | | | | | respective Line | Technical SRS document/UAT | |
| | | | | | Department is not got | prepared by SI for such services | |
| | | | | | within a reasonable | and | |
| | | | | | timeframe of 10 days, | revert back on basic technical | |
| | | | | | then Technical Committee | compliances w.r.t Industry | |
| | | | | | shall seek the scrutiny & | Standards, Functional | |
| | | | | | recommendations from its | Requirements, SRS (only in case | |
| | | | | | technical consultants. | of UAT sign-off) & any other | |
| | | | | | · The consultant shall | specific inputs shared by the Line | |
| | | | | | review the Technical SRS | Department during discussions | |
| | | | | | document/UAT prepared | captured in Traceability matrix, if | |
| | | | | | by SI for such services | any. | |
| | | | | | and | · The Technical Committee based | |
| | | | | | revert back on basic | on the recommendations from the | |
| | | | | | technical compliances | consultant would share their | |
| | | | | | w.r.t Industry Standards, | feedback to SI for necessary | |
| | | | | | Functional Requirements, | actions within outer limit of 5 days | |
| | | | | | SRS (only in case of UAT | post the initial period of 10 days. | |
| | | | | | sign-off) & any other | · If the feedback of the Technical | |
| | | | | | specific inputs shared by | Committee on respective SI's SRS | |
| | | | | | the Line Department | document / UAT is read as | |
| | | | | | during discussions | compliant, then this shall be may | |
| | | | | | captured in Traceability | be considered as "Pseudo sign-off" | |
| | | | | | matrix, if any. | w.r,t such services and shall be | |
| | | | | | • The Technical | may be treated as activity | |
| | | | | | Committee based on the | completion from contractual | |

| S.N | Volum | Section | Clause | Pag | Actual clause in RFP | Clarification sought | Response |
|-----|-------|---------|--------|------|------------------------------|------------------------------------|----------|
| 0 | e no. | no. | no. | e no | Actual Clause III RFP | Clarification Sought | · |
| | | | | | recommendations from | milestone-activity perspective. | |
| | | | | | the consultant would | However the SI is bound to | |
| | | | | | share their feedback to SI | incorporate any changes | |
| | | | | | for necessary actions | suggested by Line Department | |
| | | | | | within outer limit of 5 | within 15 days of Pseudo-approval | |
| | | | | | days post the initial period | even after "Pseudo-approval" . | |
| | | | | | of 10 days. | This Pseudo-approval process is | |
| | | | | | · If the feedback of the | envisaged as interim-approval to | |
| | | | | | Technical Committee on | mitigate contractual timelines | |
| | | | | | respective SI's SRS | mandated to the SI under this | |
| | | | | | document / UAT is read as | contract. | |
| | | | | | compliant, then this may | | |
| | | | | | be considered as "Pseudo | In case Guidance fails to respond | |
| | | | | | sign-off" w.r,t such | and provide feedback on the | |
| | | | | | services and shall be may | submitted deliverable within 30 | |
| | | | | | be treated as activity | days, the deliverables or SLA and | |
| | | | | | completion from | performance reports will be | |
| | | | | | contractual milestone- | DEEMED ACCEPTED. | |
| | | | | | activity perspective. | | |
| | | | | | However the SI is bound | The Guidance shall not force the | |
| | | | | | to incorporate any | bidder, post the elapse of the <30 | |
| | | | | | changes suggested by | days> approval period, to rework | |
| | | | | | Line Department even | on the said project outputs/ | |
| | | | | | after "Pseudo-approval". | outcomes. | |
| | | | | | This Pseudo-approval | | |
| | | | | | process is envisaged as | | |
| | | | | | interim-approval to | | |
| | | | | | mitigate contractual | | |
| | | | | | timelines mandated to the | | |
| | | | | | SI under this contract. | | |

| S.N | Volum | Section | Clause | Pag | Actual clause in RFP | Clarification sought | Response |
|-----|---------|------------|--------|------|----------------------------|---|---------------------|
| 0 | e no. | no. | no. | e no | Actual clause III Ri i | Clarification 30agin | |
| | Vol III | Indemnif | 16.1 | 23 | Subject to Clause 16.2 | Subject to Clause 16.2 | This clause remains |
| | | ication of | | | (Conditions) below, the SI | (Conditions) below, the SI (the | unchanged. |
| | | Guidanc | | | (the "Indemnifying | "Indemnifying Party") undertakes | |
| | | е | | | Party") undertakes to | to indemnify Guidance, its | |
| | | | | | indemnify Guidance, its | personnel, representatives, | |
| | | | | | personnel, | offices, employees, affiliates and | |
| | | | | | representatives, offices, | related entities availing Services | |
| | | | | | employees, affiliates and | under this Agreement (the | |
| | | | | | related entities availing | "Indemnified Party or Parties" as | |
| | | | | | Services under this | the case maybe) from and against | |
| | | | | | Agreement (the | all direct costs, expenses, | |
| | | | | | "Indemnified Party or | damages, demands, allegations, | |
| | | | | | Parties" as the case | claims, suits, actions, proceedings, | |
| | | | | | maybe) from and | liabilities, losses, judgments, | |
| | | | | | against all direct costs, | orders, awards and settlements | |
| 4. | | | | | expenses, damages, | including, without limitation, | |
| | | | | | demands, allegations, | attorneys' fees and legal | |
| | | | | | claims, suits, actions, | expenses, arising from, due to, or | |
| | | | | | proceedings, liabilities, | on account of, the following: | |
| | | | | | losses, judgments, | | |
| | | | | | orders, awards and | , , , , , | |
| | | | | | settlements including, | to tangible property of any person, | |
| | | | | | without limitation, | corporation or other entity | |
| | | | | | attorneys' fees and | (including Guidance) attributable | |
| | | | | | legal expenses, arising | to the SI's negligence or willful | |
| | | | | | from, due to, or on | default in performance or non- | |
| | | | | | account of, the following: | performance under this | |
| | | | | | | Agreement; | |
| | | | | | I. bodily injury, death or | | |
| | | | | | damage to tangible | • | |
| | | | | | property of any person, | personnel, agents, or sub- | |

| S.N | Volum | Section | Clause | Pag | Actual clause in DED | Clarification cought | Response |
|-----|-------|---------|--------|------|-----------------------------|--------------------------------------|----------|
| 0 | e no. | no. | no. | e no | Actual clause in RFP | Clarification sought | · |
| | | | | | corporation or other entity | contractors, while providing the | |
| | | | | | (including Guidance) | Services, to comply with (a) the | |
| | | | | | attributable to the SI's | Applicable Law; or (b) any | |
| | | | | | negligence or willful | obligations under this Agreement | |
| | | | | | default in performance or | or the SLA or the RFP; | |
| | | | | | non-performance under | | |
| | | | | | this Agreement; | III. gross negligence or willful | |
| | | | | | | misconduct of the SI or any of its | |
| | | | | | II. failure by the SI or | personnel or agents or | |
| | | | | | any of its personnel, | subcontractors in connection with | |
| | | | | | agents, or sub- | the Project, Services, or | |
| | | | | | contractors, while | Deliverables; | |
| | | | | | providing the Services, | | |
| | | | | | to comply with (a) the | IV. claims or demands made by | |
| | | | | | Applicable Law; or (b) | the the personnel, agents, or sub- | |
| | | | | | any obligations under | contractors of the SI against | |
| | | | | | this Agreement or the | Guidance in relation to | |
| | | | | | SLA or the RFP; | compensation or dues from the SI, | |
| | | | | | | including workers' compensation | |
| | | | | | III. gross negligence or | or unemployment compensation | |
| | | | | | willful misconduct of the | etc.; and | |
| | | | | | SI or any of its personnel | | |
| | | | | | <u> </u> | V. third party claims related to the | |
| | | | | | subcontractors in | infringement or breach of any | |
| | | | | | connection with the | ' , , , , , | |
| | | | | | Project, Services, or | secrets, Confidential Information | |
| | | | | | Deliverables; | or similar rights. Specifically, if | |
| | | | | | | Guidance notifies the SI, in | |
| | | | | | IV. claims or demands | writing, of a third party claim | |
| | | | | | made by the the | against Guidance that any Service | |
| | | | | | personnel, agents, or sub- | or Deliverables provided by the SI | |

| S.N | Volum | Section | Clause | Pag | Actual clause in DED | Clarification cought | Response |
|-----|-------|---------|--------|------|--|--|----------|
| 0 | e no. | no. | no. | e no | Actual clause in RFP | Clarification sought | |
| | | | | | contractors of the SI against Guidance in relation to compensation or dues from the SI, including workers' compensation or unemployment compensation etc.; and V. third party claims related to the infringement or breach of any Intellectual Property Rights, trade secrets, Confidential Information or similar rights. Specifically, if Guidance notifies the SI, in writing, of a third party claim against Guidance that any Service or Deliverables provided by the SI infringes and third party Intellectual Property Rights, SI will defend such claim at its expense, and will be liable to pay any | infringes and third party Intellectual Property Rights, SI will defend such claim at its expense, and will be liable to pay any costs or damages that may be finally awarded in this regard. The maximum aggregate liability of SI under this Clause, shall not exceed the contract price, i.e. the amount received by it under this Agreement. | Response |
| | | | | | costs or damages that may be finally awarded in | | |
| | | | | | this regard | | |

| S.N | Volum | Section | Clause | Pag | Actual clause in RFP | Clarification sought | Response |
|-----|----------|----------|--------|------|----------------------------|--|---------------------|
| 0 | e no. | no. | no. | e no | Actual clause III Ki i | Cidiffication sought | |
| | Vol III- | Exit | 29.3 | 43 | (i) Payment to the | (i) Payment to the outgoing SI | This clause remains |
| | R | Manage | | | outgoing SI shall be made | shall be made to the tune of last | unchanged. |
| _ | | ment | | | to the tune of last set of | set of completed services / | |
| 5. | | Schedule | | | completed services / | deliverables, subject to SLA | |
| | | | | | deliverables, subject to | requirements as per clause 15.4 | |
| | | | | | SLA requirements. | 'Effects of terminations'. | |
| | Vol III | Upgrade | NA | NA | Updates / Upgrades / New | Updates / Upgrades / New | This clause remains |
| | | s/Update | | | releases / New versions / | releases / New versions / Patches | unchanged. |
| | | s/Enhan | | | Patches / Bug fixes: The | / Bug fixes: The SI shall provide | |
| | | cements | | | SI shall provide from time | from time to time the Updates / | |
| | | | | | to time the Updates / | Upgrades / New releases / New | |
| | | | | | Upgrades / New releases / | versions / Patches / Bug fixes of | |
| | | | | | New versions / Patches / | the software, operating systems, | |
| | | | | | Bug fixes of the software, | etc. as required. The SI should | |
| | | | | | operating systems, etc. as | provide free Updates / Upgrades / | |
| | | | | | required. The SI should | New releases / New versions / | |
| | | | | | provide free Updates / | Patches / Bug fixes of the software | |
| 6. | | | | | Upgrades / New releases / | and tools to Guidance as and when | |
| | | | | | New versions / Patches / | released by OEM. | |
| | | | | | Bug fixes of the software | | |
| | | | | | and tools to Guidance as | Notwithstanding anything to the | |
| | | | | | and when released by | contrary in the RFP, any | |
| | | | | | OEM. | requirement by the Guidance of | |
| | | | | | | any | |
| | | | | | | upgrade/update/enhancement | |
| | | | | | | shall be provided by the SI at an | |
| | | | | | | additional cost to the Guidance | |
| | | | | | | and the same shall be done | |
| | | | | | | through a Change Order | |

| S.N | Volum | Section | Clause | Pag | Actual clause in RFP | Clarification sought | Response |
|-----|----------|----------|--------|------|-----------------------------------|--------------------------------------|-------------------------|
| 0 | e no. | no. | no. | e no | Actual clause III Ki i | Cidiffication Sought | |
| | NA | Variance | NA | NA | Clause not present in RFP | System Integrator undertakes that | This clause remains |
| | | in | | | | it is compliant to State minimum | unchanged. |
| | | Minimu | | | | wages act at the time of execution | |
| | | m Wages | | | | of the Agreement and the | |
| | | | | | | commercials are accordingly | |
| | | | | | | factored. In the event there is a | |
| | | | | | | change to the State minimum | |
| | | | | | | wages act or if the Guidance wants | |
| | | | | | | the SI to comply to some other | |
| | | | | | | minimum wages act including but | |
| | | | | | | not limited to Central minimum | |
| 7. | | | | | | wages act or the existing minimum | |
| | | | | | | wages act is repealed by another | |
| | | | | | | act, then in such cases, Guidance | |
| | | | | | | will support SI with change | |
| | | | | | | request for additional cost incurred | |
| | | | | | | by SI for complying to new | |
| | | | | | | minimum wages. SI will not ask for | |
| | | | | | | Change request for any changes | |
| | | | | | | that is within 5% increase year on | |
| | | | | | | year from the State minimum | |
| | | | | | | wages as on the date of contract | |
| | | | | | | sign off. | |
| | Vol III- | CONFLIC | 10 | 12 | The SI shall undertake | The SI shall undertake that, during | Refer section C of this |
| | R | T OF | | | that, during the Term of | the Term of this Agreement with | corrigendum. |
| | | INTERES | | | this Agreement with | Guidance, neither it nor its | |
| 8. | | Т | | | Guidance, neither it nor | affiliates shall, directly or | |
| 6. | | | | | its affiliates shall, directly | indirectly, provide any competing | |
| | | | | | or indirectly, provide any | or comparable services to any | |
| | | | | | competing or | other state government in India or | |
| | | | | | comparable services to | to the central government or their | |

| S.N | Volum | Section | Clause | Pag | Actual clause in RFP | Clarification sought | Response |
|-----|----------|----------|--------|------|-----------------------------|--------------------------------------|---------------------|
| 0 | e no. | no. | no. | e no | Actual Clause III Ki F | Clarification sought | |
| | | | | | any other state | respective instrumentalities. | |
| | | | | | government in India or | | |
| | | | | | to the central | The SI undertakes that, during the | |
| | | | | | government or their | Term of this Agreement with | |
| | | | | | respective | Guidance, it shall not provide any | |
| | | | | | instrumentalities. | services to any other state | |
| | | | | | | government or central | |
| | | | | | | government which shall adversely | |
| | | | | | | impact its ability to provide the | |
| | | | | | | services under this Agreement. | |
| | Vol III- | Terminat | 15 | 17 | IIIIn the event of | III In the event of Guidance | This clause remains |
| | R | ion for | | | Guidance terminating this | terminating this Agreement in | unchanged. |
| | | Default | | | Agreement in whole or in | whole or in part, Guidance may | |
| | | | | | part, Guidance may | procure the Services from any | |
| | | | | | procure the Services from | third party service provider, which | |
| | | | | | any third party service | shall be provided upon terms and | |
| | | | | | provider, which shall be | in such manner as the Guidance | |
| | | | | | provided upon terms and | deems appropriate, at the risk and | |
| | | | | | in such manner as the | cost of the defaulting SI and the SI | |
| | | | | | Guidance deems | shall be liable for any additional | |
| 9. | | | | | appropriate, at the risk | costs for such Services. | |
| | | | | | and cost of the defaulting | However, the SI shall continue the | |
| | | | | | SI and the SI shall be | performance of the contract to the | |
| | | | | | liable for any additional | extent not terminated and, solely | |
| | | | | | costs for such Services. | to that extent, the rights, duties | |
| | | | | | However, the SI shall | and responsibilities of the | |
| | | | | | continue the performance | Guidance and the SI under this | |
| | | | | | of the contract to the | Agreement shall continue in full | |
| | | | | | extent not terminated | force. | |
| | | | | | and, solely to that extent, | However, System Integrator shall | |
| | | | | | the rights, duties and | be required to bear only the | |

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|-----|----------|----------|--------|------|-------------------------------|---|---------------------|
| 0 | e no. | no. | no. | e no | | | |
| | | | | | responsibilities of the | Excess Cost for procurement of | |
| | | | | | Guidance and the SI | goods and/or services similar to | |
| | | | | | under this Agreement | those undelivered. The Term | |
| | | | | | shall continue in full force. | "Excess Cost" as referred herein | |
| | | | | | | shall mean cost at which | |
| | | | | | | alternative arrangements shall be providing the undelivered goods | |
| | | | | | | and/ or services of equivalent | |
| | | | | | | specification to the Purchaser | |
| | | | | | | under this project minus the cost | |
| | | | | | | on which the Vendor agreed to | |
| | | | | | | provide the undelivered goods | |
| | | | | | | and/or services under this project. | |
| | | | | | | Provided further that the SI shall | |
| | | | | | | not be liable to Excess Cost in | |
| | | | | | | excess of (ten) 10 percent of the | |
| | | | | | | price of undelivered goods or | |
| | | | | | | services for which such option is | |
| | | | | | | exercised by the Purchaser. | |
| | | | | | | | |
| | | | | | | However, the SI shall continue the | |
| | | | | | | performance of the contract to the | |
| | | | | | | extent not terminated. | |
| | Vol III- | Terminat | 15.2 | 17 | Guidance may, by written | Either Party Guidance may by | This clause remains |
| | R | ion for | | | notice with a notice period | written notice with a notice period | unchanged. |
| | | Conveni | | | of 30 (thirty) days sent to | of 30-90 days sent to the < <si>>,</si> | |
| 10. | | ence | | | the SI, terminate the | may terminate the Contract, in | |
| 10. | | | | | Agreement, in whole or in | whole or in part, at any time for its | |
| | | | | | part, at any time, for its | convenience. The notice of | |
| | | | | | convenience. | termination shall specify that | |
| | | | | | The notice of termination | termination is for the Guidance's | |

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|-----|----------|---------|--------|------|---------------------------------|---|---------------------|
| 0 | e no. | no. | no. | e no | Actual Clause III RFP | Clarification Sought | |
| | | | | | shall specify: | convenience, the extent to which | |
| | | | | | a. that termination is for | performance of work under the | |
| | | | | | the Guidance's | Contract is terminated, and the | |
| | | | | | convenience; | date upon which such termination | |
| | | | | | b. the extent to which the | becomes effective. | |
| | | | | | performance of work | | |
| | | | | | under this Agreement is | On termination, the < <si>> is not</si> | |
| | | | | | terminated; and | entitled to any compensation | |
| | | | | | c. the date upon which | whatsoever , except as has been | |
| | | | | | such termination becomes | specifically set forth in this | |
| | | | | | effective. | Agreement | |
| | | | | | On termination for | | |
| | | | | | convenience, the SI is | | |
| | | | | | not entitled to any | | |
| | | | | | compensation | | |
| | | | | | whatsoever, except as | | |
| | | | | | has been specifically | | |
| | | | | | set forth in this | | |
| | | | | | Agreement | | |
| | Vol III- | 5 | 5 | 44 | 5.3 To the extent that | 5.3 To the extent that any Transfer | This clause remains |
| | R | EMPLOY | | | any Transfer | Regulation does not apply to any | unchanged. |
| | | EES | | | Regulation does not | employee of the < <si>>,</si> | |
| | | | | | apply to any employee of | department, or its Replacement | |
| | | | | | the < <si>>,</si> | < <si>>> may make an offer of</si> | |
| | | | | | department, or its | employment or contract for | |
| 11. | | | | | Replacement < <si>></si> | services to such employee of the | |
| | | | | | may make an offer of | < <si>>> and the <<si>>> shall</si></si> | |
| | | | | | employment or contract | not enforce or impose any | |
| | | | | | for services to such | contractual provision that would | |
| | | | | | employee of the < <si>></si> | prevent any such employee from | |
| | | | | | and the < <si>> shall</si> | being hired by the Managing | |

| S.N | Volum | Section | Clause | Pag | Actual clause in RFP | Clarification sought | Response |
|-----|----------|---------|--------|-------|------------------------------|------------------------------------|-------------------------|
| 0 | e no. | no. | no. | e no | Actual Clause III KFP | Clarification Sought | · |
| | | | | | not enforce or impose | Director, PIU or any Replacement | |
| | | | | | any contractual | <<si>>.</si> | |
| | | | | | provision that would | | |
| | | | | | prevent any such | | |
| | | | | | employee from being | | |
| | | | | | hired by the Managing | | |
| | | | | | Director, PIU or any | | |
| | | | | | Replacement < <si>>.</si> | | |
| | Vol III- | POST- | 6 | Vol | After expiry of the | After expiry of the contract (five | Refer section C of this |
| | R | AGREEM | | iii - | contract (five years from | years from date of Go-Live), | corrigendum. |
| | | ENT | | pg.5 | date of Go-Live), | Guidance at its discretion may | |
| | | SCENARI | | 1 | Guidance at its discretion | request the System Integrator to | |
| | | os | | | may request the System | renew the contract for extended | |
| | | | | | Integrator to renew the | support for a period of 2 years | |
| | | | | | contract for extended | from the date of expiry of the | |
| | | | | | support for a period of 2 | contract under the same terms & | |
| | | | | | years from the date of | conditions of this contract. The | |
| | | | | | expiry of the contract | extension shall be on mutual | |
| | | | | | under the same terms & | consent of the parties. | |
| 12. | | | | | conditions of this | Alternatively, Guidance may | |
| 12. | | | | | contract. | identify any other contractor for | |
| | | | | | Alternatively, Guidance | the purpose of Facility | |
| | | | | | may identify any other | Management Services (FMS) to | |
| | | | | | contractor for the purpose | continue the support services of | |
| | | | | | of Facility Management | the project. In such occasion, the | |
| | | | | | Services (FMS) to | existing contractor should carry | |
| | | | | | continue the support | out the knowledge transfer as | |
| | | | | | services of the project. In | specified in the tender document. | |
| | | | | | such occasion, the | • | |
| | | | | | existing contractor should | | |
| | | | | | carry out the knowledge | | |

| S.N | Volum | Section | Clause | Pag | Actual clause in RFP | Clarification sought | Response |
|-----|----------|---------|--------|------|------------------------------|---------------------------------------|--------------|
| 0 | e no. | no. | no. | e no | | | |
| | | | | | transfer as specified in the | | |
| | | | | | tender document. | | |
| | Vol III- | Payment | | 50 | 1. Approval of Final SRS | | |
| | R | Terms | | | and Solution Sign-off | products (including licenses) and | corrigendum. |
| | | | | | Submission of Gap | Development to be delinked to | |
| | | | | | infrastructure report - | maintain cashflows: | |
| | | | | | 10% Capex | | |
| | | | | | 1 | A. For Products (including all | |
| | | | | | Installation and | - | |
| | | | | | Commissioning of ICT and | _ | |
| | | | | | Non-ICT Infra - 35% | | |
| | | | | | Capex | At Primary DC, 2.2 At DR Site and | |
| | | | | | 3.UAT of the solution for | • | |
| | | | | | 50% of the envisaged | Handholding] | |
| | | | | | Services (as per section | | |
| | | | | | 4.7 of Vol.II of this RFP)- | >Supply of Relevant IT | |
| 13. | | | | | 10% Capex | Systems in Cloud Service | |
| | | | | | 4.UAT of the solution for | ` | |
| | | | | | remaining 50% of the | | |
| | | | | | envisaged Services (as | Physical Hosting (on delivery) | |
| | | | | | per section 4.7 of Vol.II of | | |
| | | | | | this RFP- 10% Capex | | |
| | | | | | 5.Security and | Commissioning of Relevant IT | |
| | | | | | Performance Testing | Systems in Cloud Service | |
| | | | | | Certification for the entire | Provider/Physical Hosting - | |
| | | | | | solution - 10% Capex | 20% | |
| | | | | | 6."Go-Live" for 50% of | | |
| | | | | | the Services - 10% | · · · · · · · · · · · · · · · · · · · | |
| | | | | | Capex | [8.3.3 Form 2A: CAPEX - 1. | |
| | | | | | | Application Development and 3. | |
| | | | | | Services - 10% Capex | Capacity Building] | |

| S.N | Volum | Section | Clause | Pag | Actual clause in RFP | Clarification sought | Response |
|-----|---------------|---|--------|------|---|--|--------------------------------|
| 0 | e no. | no. | no. | e no | | | |
| | e no. | no. | no. | e no | 8Operations and Maintenance Phase for 5 (five) years - 5% of OPEX per quarter (To be paid as equated quarterly installments) 9.Successful exit management - 5% Capex | Solution Sign-off Submission of Gap infrastructure report -20% • UAT of the solution for 50% of the envisaged services (as per section 4.7 of Vol.II of this RFP) - 20% | |
| | | | | | | • "Go-Live" for all of the services - 10% | |
| | | | | | | C. For O&M: [8.3.3.2 Form 2A: OPEX] 5% of OPEX per quarter (To be paid as equated quarterly installments in advance) | |
| 14. | Vol III- R | Penalty - Impleme ntation Timeline | 5 | 65 | Service Level Parameter & Penalty | Service Level Parameter & Penalty | This clause remains unchanged. |

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| | | s Service Levels | | | For every one week of delay for Go-Live Date | For every one week of delay for Go-Live Date | |
| | | | | | 0.1% of total CAPEX for every week of delay | 0.1% of total value of milestone delayed for every week of delay | |
| | | | | | For every one week of delay beyond 10 (ten) weeks from Go-Live Date | For every one week of delay beyond 10 (ten) weeks from Go- Live Date - | |
| | | | | | 0.5% of total of CAPEX for every week of delay, subject to the total cumulative penalty capped at 10% of CAPEX | 0.5% of total of value of milestone delayed for every week of delay, subject to the total cumulative penalty capped at 10% of CAPEX | |
| 15. | Vol III- R | Penalty - Capacity Building based Service Levels | В | 66 | Criteria Target Service Level Penalty for non- compliance Capacity Building Refresher & New Candidate Training Feedback >65% & less | Criteria Target Service Level Penalty for non-compliance Capacity Building Refresher & New Candidate Training Feedback >65% & less than 75% 0.1% on the CAPACITY BUILDING component | This clause remains unchanged. |
| | | | | | than 75% 0.1% on the CAPEX Feedback forEvery 0.5% drop from <65% Additional 0.5% of | Feedback forEvery 0.5% drop from <65% Additional 0.1% 0.5% of CAPACITY BUILDING component, | |

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| | | | | | CAPEX, CAPPED at 10% of the total CAPEX | CAPPED at 10% of the of CAPACITY BUILDING component | |
| 16. | Corrige ndum | 8.3.2 Form 2: Financial Proposal | | 33 & 38 | Guidance reserves right to delete any item or modify the numbers/quantity for any item, before issuing the work order. Note: Please note that the quantities mentioned in all the tables are indicative only. Guidance reserves the right to delete any item or modify the numbers/quantity for any item, before issuing the work order. | Note: Please note that the quantities mentioned in all the tables are indicative only. Guidance reserves the right to delete any item or modify the numbers/quantity for any item, before issuing the work order on mutual discussion and subject to consent of the selected bidder. | This clause remains unchanged. However, any change in quantity of any item in the scope of work defined in the RFP will be as per the mutual discussion with the bidder. |
| 17. | Corrige ndum | 8.3.2 Form 2: Financial Proposal | | 36 | 8.3.3.2 Form 2A: OPEX AMS charge for Application Software including any change requests | 8.3.3.2 Form 2A: OPEX AMS charge for Application Software including any change requests | Any changes in the solution will go through Change Request processes mentioned in the Contract/RFP. All software maintenance such as bug fixing, minor modifications to the existing forms/workflow, updation as per prevailing laws, etc. shall be taken care by the SI under this project without any additional cost. |

| S.N | Volum | Section | Clause | Pag | Actual clause in RFP | Clarification sought | Response |
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| 0 | e no. | no. | no. | e no | Actual clause III Ki F | Clarification sought | |
| | | | | | | | In case a fresh development of entirely new module is required, then on mutually agreeable basis, such modules shall be developed and maintained by the SI at person-month rates quoted by the bidder in the form 2B - Price Discovery section of the price bid. |
| 18. | Corrige ndum | 8.3.2 Form 2: Financial Proposal | | 37 | 8.3.3.2 Form 2A: OPEX 7. Handholding support at end locations for 18 months (28 Department offices) | Since the handholding resources are required to be deployed from the beginning of the implementation, this component should be part of CAPEX table and not OPEX. | This is a turnkey project and bidders are being evaluated on the total bid value and hence bidders can include the total cost for this overhead in the appropriate line item itself. |
| 19. | Volume 2 | 172 | 4.7.1 SI Scope Service Portfoli o Matrix | 4.7. 1 SI Scop e Serv ice Portf olio Matr ix | The below matrix shares a list of indicative services that are already live and scope for SI under this project. The following are legends used in the matrix & Its Corresponding RACI Matrix. | The APIs would be developed at the bidders end of the system while the associated departments may need to comply to such APIs by developing their consumer code which shall not be the scope of the offered solution from SI. Also any modification in the existing application shall be the responsibility of the department and vendor who is presently | Refer clarification already published in the Corrigendum-II SI No. 365. |

| S.N | Volum | Section | Clause | Pag | Actual clause in RFP | Clarification sought | Response |
|-----|--------|---------|---|---|---|---|---|
| 0 | e no. | no. | no. | e no | Actual clause III RFF | Clarification Sought | |
| | Volume | 172 | 4.7.1 | 4.7. | The below matrix shares a | maintaining the same and it shall not be under the scope and responsibilities of the bidder. Request you to confirm this understanding Pls. In the given RACI Matrix, we are | RACI Matrix C- Your |
| | | 1, 2 | SI | | | _ | |
| 20. | 2 | | SI Scope Service Portfoli o Matrix | 1 SI Scop e Serv ice Portf olio Matr ix | list of indicative services that are already live and scope for SI under this project. The following are legends used in the matrix & Its Corresponding RACI Matrix. C – Monitoring Tool & Help Desk D – Application Post implementation Support (Debugging, fresh developments, etc.) E – Capacity Building F – Design, Provisioning & Maintenance of Cloud | clear on WRT RACI Matrix A, B & G. However, we would like to bring to your notice on our understanding on the rest of RACI Matrix WRT C, D, E and F as below. Request you to confirm our understanding is correct here. RACI Matrix C – Monitoring Tool & Help Desk - This is only WRT Monitoring the Status of the Other Departmental pending Status and Helpdesk is used only WRT Catch & Dispatch alone & Helpdesk will be used monitoring the New Application & API's which SI is | understanding is right. But the dataset for monitoring shall be at dataset level not just at application interface or termination level. RACI Matrix D - Your understanding is correct. RACI Matrix E - Your understanding is correct. RACI Matrix F - Your understanding is correct. It is for the new application and API development. The selected bidder has to manage and ensure the link and data sharing from the |
| | | | | | Infrastructure w.r.t to scope of work entailed w.r.t to the service in this project | RACI Matrix D – Application Post implementation Support (Debugging, fresh developments, etc.) - This is only WRT the application & API's which SI developing as new alone. | API front. Further, the scope of Monitoring Tool & Help Desk is with the selected bidder for all the fresh/new developments done under this RFP |

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| 0 | e no. | no. | no. | e no | Actual clause III RI F | Clarification sought | |
| | | | | | | RACI Matrix E – Capacity Building - The Capacity Building will be used only for the New Application & API's being newly developed by the SI alone. | Please note that, the scope pertaining to the Integration of legacy/existing applications is detailed in the section 4.7.1.4 of RFP Vol - II. |
| | | | | | | RACI Matrix F – Design, Provisioning & Maintenance of Cloud Infrastructure w.r.t to scope of work entailed w.r.t to the service in this project – This will be applicable only for the new application development done by the SI and not applicable for the existing departmental applications. | |
| 21. | 1 | 8.3.3.1 Form 2A: CAPEX (A1) | 8.3.3.1 Form 2A: CAPEX (A1) | 96 | General | Form 2A: CAPEX (A1): IT Compute , Storage and Network have been considered under CAPEX. Since the deployment environment would be on cloud, these areas should not fall under capex. Request you to please relook at this area and change the Payment milestone accordingly. | The clause for the milestone "Deployment, Supply, Installation and Commissioning of ICT and Non-ICT Infra" with 35% CAPEX payment under the Terms of Payment Schedule in RFP Vol -III shall be deemed complied if, |
| | | | | | | | a. In case of co-located model, on the successful |

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| | | | | | | | Deployment, Supply, Installation and Commissioning of the Server, compute, storage and related components as per the RFP in the cloud premises. |
| | | | | | | | b. In case of IaaS model, if the adequate provisioning has been done by the CSP exclusive for this project as per the requirements in the RFP. |
| 22. | Genera I | General | Genera I | Gen eral | General | We understand that with respect to 5 external department applications namely as Guidance Portal , GIM Portal, BIZZ Buddy, Yaadhum Oorae and Tamil Nadu Land , changes to the existing applications which are already live will be taken care by existing corresponding application development teams till the tenure of the contract between the Guidance and them. However, post the expiry of the Contract as mentioned in the RFP, the selected bidder for this RFP has to provide the O&M services and API. | The integration of the legacy/existing applications with the envisaged online solution including API Design and API development shall be completed before the Go-Live of the project and is the responsibility of SI with its O&M. The O&M scope as specified in the RFP for the SI to be selected under this RFP exclusive for these legacy applications shall commence post the completion of the existing |

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|-----|-------|---------|--------|------|----------------------|--------------------------------------|-------------------------------|
| 0 | e no. | no. | no. | e no | Actual clause in RFP | Clarification sought | Response |
| | | | | | | | Contract for the |
| | | | | | | In this regards we will need the | corresponding applications |
| | | | | | | following w.r.t the mentioned | as mentioned in section |
| | | | | | | existing applications : Guidance | 4.7.1.4 of Vol-II of the RfP. |
| | | | | | | Portal , GIM Portal , BIZZ Buddy , | |
| | | | | | | Yaadhum Oorae and Tamil Nadu | The details of technology |
| | | | | | | Land | (OS-Middleware-DB) used |
| | | | | | | | for the existing applications |
| | | | | | | - Technology base of each of | are provided in the |
| | | | | | | these applications | Corrigendum-III Annexure |
| | | | | | | - The details of the functionalities | section. |
| | | | | | | [modules/ screens] each of these | |
| | | | | | | applications have in their scope | |
| | | | | | | - The current deployment | The legacy applications |
| | | | | | | landscape of each of these | mentioned in the RFP such |
| | | | | | | applications | as Guidance Portal, |
| | | | | | | - Underlying license availability | Yaadhum Oorae etc. are |
| | | | | | | w.r.t to middle ware, tools and | smaller applications which |
| | | | | | | technologies there applications are | are majorly static in nature |
| | | | | | | dependant upon | helping in terms of |
| | | | | | | - Detailed requirements and | supporting the Guidance. |
| | | | | | | design documents | These are not complex |
| | | | | | | - Please provide the details of the | applications with dynamic |
| | | | | | | infrastructure with respect to the | activities which involves |
| | | | | | | mentioned application and the | ticketing systems. These |
| | | | | | | current AMC status of the existing | solutions are currently |
| | | | | | | infrastructure | being managed under |
| | | | | | | - Please let us know the average | Contract and the tentative |
| | | | | | | volume of tickets on a monthly | period of closure of existing |
| | | | | | | which are addressed by the | Contract is given in the RFP |
| | | | 1 | | | vendors of the respective | Vol-II section 4.7.1.4. The |

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| 0 | e no. | no. | no. | e no | | applications - Please also do let us know the number of resources who manage the existing applications. | successful bidder under this RFP shall do the monitoring and maintenance of the applications post the completion of the existing Contract. Currently the bug management of these applications are very limited and the successful bidder shall do the same from the period as mentioned above on a similar approach. The web links for the applications are as follows |
| | | | | | | Please confirm that any code change arising out of a new requirement or defect is also in scope of the bidder | 1. Guidance Portal – www.investinginta milnadu.com 2. GIM portal – www.tngim.com/mi s/ 3. BIZ Buddy – www.bizbuddy.tn.g ov.in 4. Yaadhum Oorae – www.yaadhumoora e.in Any debugging exercise for upkeep, regular patch updates, or any statutory changes which warrants a |

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| | C IIO. | 110. | | | | | change in the existing application and such debugging calls for any code updation or development shall be under the scope of the Successful Bidder. |
| | | | | | | Cost of Infrastructure for existing applications post contact | ➤ The SI shall during the GAP assessment shall assess the Infrastructure requirement if any post the closure of the current contracts of these applications and highlight same to the Guidance for necessary actions towards, replacement/upgrades. ➤ The cost of compute & Storage infrastructure cost for these existing application shall not be |
| | | | | | | | part of this existing contract. Guidance may decide on the same based on the Gap assessment report submitted by SI. |

| S.N Volum o e no. | Section no. | Clause no. | Pag e no | Actual clause in RFP | Clarification sought | Response |
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| | | | | | We recommend same exit management process for the above mentioned 5 existing application as would be applicable to this proposed solution. | SI along with the respective application developer shall be responsible for successful application migration activity. This application migration is part of scope of SI and there shall not be any additional cost payable to the SI. Guidance would take reasonable efforts to ensure a Knowledge Transfer of the outgoing developer to the successful bidder (SI). |