

**Corrigendum no. 2 dated 4th July, 2025 and responses to Bidder's queries.  
for RFP No. NESL/IT/02/RFP-IT RESOURCES/2025-26/250601 Dated 18th June, 2025**

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| 1      | 16          | Clause 2       | Notwithstanding the scope of work, supply and services stated in bid document, engineering or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded there from but which – in view of the bidder - are necessary for the performance in accordance with the specifications are treated to be included in the bid and has to be performed by bidder. The services which are over & above the scope of supply specified in the Schedule of Requirements may be marked as “Additional Items” in Section - V.   | <u><b>Request NeSL to modify the clause as below:</b></u><br>Notwithstanding the scope of work, supply, and services stated in the bid document, engineering or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded therefrom, but which – <i>in view of the bidder in the opinion of the Client</i> – are necessary for the performance in accordance with the specifications, <del>are treated to be included in the bid and has to be performed by bidder shall not be deemed to be included in the bid by default. Any such services not expressly defined under the Scope of Work shall be considered out-of-scope and will require a formal change request vide Change Order, subject to separate commercial terms and mutual written agreement prior to execution.</del> The services which are over & above the scope of supply specified in the Schedule of Requirements may be marked as “Additional Items” in Section - V, <i>and shall be billed on a time and materials basis in accordance with the agreed rates</i> .   | No change accepted   |
| 2      | 16          | 3.3            | During execution of project, NeSL and selected bidder will mutually arrive at the person months required for completion of an activity (a module or service, functionality or a feature). This estimate shall be reasonable. The selected vendor is expected to complete the assigned activity in estimated and agreed person-months. If, for the reasons attributed to the vendor, the said activity is not completed as planned within agreed estimate, the vendor shall arrange to complete same by deploying additional person-months for completing the activity, at no extra cost to NeSL. In this case no change order will be issued.  | <u><b>Request NeSL to modify the clause as below:</b></u><br>During execution of the project, NeSL and the selected bidder will mutually arrive at the person-months required for completion of an activity (a module or service, functionality or a feature). This estimate shall be reasonable. <del>The selected vendor is expected to complete the assigned activity in estimated and agreed person-months. If, for the reasons attributed to the vendor, the said activity is not completed as planned within agreed estimate, the vendor shall arrange to complete same by deploying additional person-months for completing the activity, at no extra cost to NeSL. In this case no change order will be issued.</del><br><i>The selected vendor shall make best efforts to complete the activity within the mutually agreed person-month estimates. However, in case of any variation due to unforeseen technical complexities, dependencies on NeSL, delays in approvals, or change in priorities, the Vendor will notify NeSL in advance. Any requirement for additional person-months shall be vide a Change Order with appropriate adjustments to time and cost, subject to mutual agreement.</i>   | No change accepted   |
| 3      | 17          | 5              | In case it becomes necessary to change/ replace any of the persons deployed on the project, the normal period for knowledge transfer or hand over of charge (from existing person to incoming person) shall not be more than 10 working days. This process of transfer or hand over may be due to some reasons attributed to the supplier or may be initiated by NeSL as result of unsatisfactory performance of personnel deployed. In either case, the process shall be carried out by supplier at no extra cost to NeSL.<br>During the execution of project, if it becomes essential to hand over the project activities to another entity, the supplier shall have no objection for same and shall transfer the essential information, knowledge, documents, etc. to the new entity in entirety and in a faithful manner within a transition period of max. 30 days. The reasonable efforts put in by the supplier till this transfer will be considered by NeSL for calculating the amount payable. | <u><b>Request NeSL to modify the clause as below:</b></u><br>In case it becomes necessary to change/replace any of the persons deployed on the project, the normal period for knowledge transfer or handover of charge (from existing person to incoming person) <del>shall not be more than 10 working days shall be mutually agreed upon based on the scope of responsibilities and complexity of the role, but shall not exceed 15–20 working days</del> . This process of transfer or handover may be due to some reasons attributed to the supplier or may be initiated by NeSL as a result of unsatisfactory performance of personnel deployed. <del>In either case, the process shall be carried out by supplier at no extra cost to NeSL. In case of a replacement initiated by NeSL due to reasons other than misconduct or negligence, or due to changes in project scope, the cost and effort associated with handover shall be mutually discussed and may be chargeable based on the T&amp;M model.</del><br>During the execution of the project, if it becomes essential to hand over the project activities to another entity, the supplier <del>shall have no objection for same shall cooperate to ensure a smooth and professional transition</del> and shall transfer the essential information, knowledge, documents, etc. to the new entity <del>in entirety and in a faithful manner within a transition period of max. 30 days within a reasonable transition period to be mutually agreed, not to exceed 30 working days. The reasonable efforts put in by the supplier till this transfer will be considered by NeSL for calculating the amount payable. All effort by the supplier for such transition shall be compensated on additional cost, and the supplier shall be paid for all services rendered until the effective date of handover.</del> | No change accepted   |
| 4      | 17          | 6              | Warranty   | This is a T&M engagement to supply resources, hence warranty for individual deliverables should be removed from the vendor  | This is not entirely a T&M engagement. Vendor is expected to take the responsibility of managing the deliverables. |
| 5      | 17          | 6.1.           | The supplier shall warrant that the software developed and deployed shall be free from all defects and faults, shall be of the highest grade and consistent with the established and generally accepted standards of the type ordered and shall perform in full conformity with the requirements and technical diagrams as given by NeSL from time to time.  | <u><b>Request NeSL to modify the clause as below:</b></u><br>The supplier shall warrant that the software developed and deployed <del>shall be free from all defects and faults, shall be of the highest grade shall conform in all material respects to the agreed specifications and requirements and shall be of the highest grade and consistent with the established and generally accepted standards of the type ordered</del> shall follow industry-standard practices for development and testing, and <del>shall perform in full conformity with the requirements and technical diagrams as given by NeSL from time to time shall meet the mutually agreed functional and technical requirements as finalized during the project execution and/or change order process.</del>  | No change accepted   |

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| 6      | 17          | 6.2            | The supplier shall be responsible for any defect that may develop, arising from faulty algorithms/design, errors, bugs, inadequate quality to meet requirements and/or otherwise, and for any other reason attributed to the supplier. In any of these cases, the supplier shall remedy such defects/bugs at his own cost when called upon to do so by NeSL, who shall state in writing the nature of such defect/bug or faulty functionality of the software. | <b>Request NeSL to modify the clause as below:</b><br>The supplier shall be responsible for any defect that may develop, arising <del>from faulty algorithms/design, errors, bugs, inadequate quality to meet requirements and/or otherwise material defects in the software attributable solely to the supplier's development effort</del> , and for any other reason <del>within the supplier's reasonable control</del> . <del>In any of these cases, the supplier shall remedy such defects/bugs at his own cost when called upon to do so by NeSL, who shall state in writing the nature of such defect/bug or faulty functionality of the software.</del><br><i>In such cases, the supplier shall make reasonable efforts to rectify the defect/bug at no additional cost, provided that NeSL has notified the supplier in writing within the warranty period. Any additional effort caused due to client environment, change in scope, or misuse shall be subject to separate commercial discussion.</i> | No change accepted                        |
| 7      | 17          | 6.3.           | Supplier shall have no liability in the case of breach of the above warranties due to<br>(i) Use of the Deliverables by NeSL on any environment (hardware or software) other than the environment stipulated in this RFP.<br>(ii) Use - either in combination or isolation, of some or all of the Deliverables by NeSL, other than that stipulated in this RFP.  | <b>Request NeSL to modify the clause as below:</b><br>The supplier shall have no liability in the case of breach of the above warranties due to:<br>(i) Use of the Deliverables by NeSL on any environment (hardware or software) other than the environment stipulated in this RFP;<br>(ii) <del>Use - either in combination or isolation, of some or all of the Deliverables by NeSL, other than that stipulated in this RFP.</del> <i>Modifications made by NeSL or third parties not authorized by the supplier;</i><br>(iii) <i>Use of the software in a manner inconsistent with the agreed documentation or training;</i><br>(iv) <i>Failure by NeSL to implement recommendations or updates provided by the supplier within a reasonable time.</i>  | No change accepted                        |
| 8      | 18          | 6.4.           | In case of breach of this warranty by the supplier, NeSL shall have the right to obtain from the supplier:<br>a. the re-performance of the service or the correction or replacement of the affected deliverable that provides similar functionality or   | <b>Request NeSL to modify the clause as below:</b><br>In case of breach of this warranty by the supplier, NeSL shall have the right to obtain from the supplier:<br>a. <del>the re-performance of the service or the correction or replacement of the affected deliverable that provides similar functionality</del> <i>the correction or replacement of the affected deliverable, or re-performance of the applicable service, provided such breach is attributable solely to the supplier and NeSL has notified the supplier in writing within the agreed warranty period;</i>  | No change accepted                        |
| 9      | 18          | 6.5            | NeSL warrants that all software, information, data, materials, and other assistance ("Customer Materials") provided by it to the supplier will not infringe the intellectual property rights of any third parties. Further, NeSL has the rights and is otherwise authorized to deliver the Customer Material and to grant the rights and licenses to the supplier as contemplated in the RFP/Agreement   | <b>Request NeSL to modify the clause as below:</b><br>NeSL warrants that all software, information, data, materials, and other assistance ("Customer Materials") provided by it to the supplier will not infringe the intellectual property rights of any third parties <i>and that NeSL has all necessary rights, licenses, and authorizations to provide such materials to the supplier. NeSL shall fully indemnify and hold harmless the supplier from and against any claims, losses, damages, or liabilities arising from third-party claims related to such Customer Materials.</i> Further, NeSL has the rights and is otherwise authorized to deliver the Customer Material and to grant the rights and licenses to the supplier as contemplated in the RFP/Agreement   | No change accepted                        |

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| 10     | 18          | 7.1            | On completion of development of modules, functionalities, artefacts, etc, by the supplier, NeSL shall assess whether the said developmental work meets/complies with the requisite features, outcomes, etc. as stipulated in SoW and revert with feedback within 21 days after each such development by the supplier. If no feedback/communication is sent to supplier, NeSL accepts responsibility for delay in the project schedule. If any module, functionality, artefact, etc., fails to fulfil the requirements, NeSL will give a notice to the supplier, setting forth details of such defects or failure and the supplier shall modify the modules, functionalities, artefacts, etc., to comply with the requirements forthwith and in any case within a period not exceeding 15 days of the report. When the intended functionality of the modules, functionalities, artefacts, etc., called for have been successfully carried out, the authorised representative of NeSL will issue an Acceptance Certificate, normally within two weeks of successful completion of tests/study, including the security audit of the application, if required. | Request NeSL to delete this clause in its entirety  | Not accepted   |
| 11     | 18          | 7.2.           | Nothing in Clause 6.1 as above shall in any way release the supplier from any warranty, penalty or other obligations under this RFP.   | Request NeSL to delete this clause in its entirety  | Not accepted   |
| 12     | 18          | 8              | <p>The supplier can raise invoices towards the services provided by them, at the end of every month. The supplier should raise invoice as per the details agreed upon mutually in the SoW and on approval of NeSL.</p> <p>For reasonable estimation of person-months deployed on the project, NeSL may use the data of the deployed personnel, from biometric attendance system installed at NeSL. For estimation of off-site person-months, the supplier should make available the attendance data from their own attendance system.</p> <p>NeSL team will make a reasonable assessment of person-months put-in by the supplier. The actual person-months and the work output will be compared with that agreed by the supplier vide the SoW for estimating the payable amount. 100% of the payable amount thus calculated will be paid within 60 days from the date of submission of invoice.</p> <p>The recoveries and/ or penalties - if any, will be recovered from amount payable to supplier.</p>   | <p><b><u>Request NeSL to modify the clause as below:</u></b></p> <p>The supplier can raise invoices towards the services provided by them, at the end of every month. The supplier should raise invoices as per the details agreed upon mutually in the SoW and <del>on approval of NeSL and such invoices shall be deemed approved unless NeSL raises objections in writing within 7 working days of receipt. NeSL shall make payment of undisputed amount under the invoice within thirty (30) days from the date of invoice. The discrepancies in the invoices, if any may be raised by the Client in good faith within seven (7) days. The invoice shall be deemed to be undisputed if the discrepancies are not raised within seven (7) days. For disputed invoice, the Parties shall mutually discuss the dispute in good faith and settle the disputes amicably. Further, once the discrepancies are cleared, NeSL shall be liable to pay the amount to the Supplier within seven (7) days of clearance.</del></p> <p>For reasonable estimation of person-months deployed on the project, NeSL may use the data of the deployed personnel, from biometric attendance system installed at NeSL. For estimation of off-site person-months, the supplier should make available the attendance data from their own attendance system. <del>NeSL shall not unreasonably dispute verified attendance records submitted by the supplier for off-site personnel.</del></p> <p>NeSL team will make a reasonable assessment of person-months put-in by the supplier. <del>The actual person-months and the work output will be compared with that agreed by the supplier vide the SoW for estimating the payable amount. The payable amount shall be determined based on the mutually agreed person-month rates and verified attendance, and shall not be subject to arbitrary reductions linked to output unless deviations from scope are documented and mutually agreed. 100% of the payable amount thus calculated will be paid within 60 days from the date of submission of invoice. The recoveries and/ or penalties - if any, will be recovered from amount payable to supplier. Any recoveries or penalties, if applicable, shall be levied only after mutual discussion and written confirmation by both parties, and shall not be deducted unilaterally from the invoiced amount. Notwithstanding any other provision of this Agreement, if NeSL fails to pay any invoice in full by the due date, the Supplier may, in its sole discretion, suspend all or any part of the Services to NeSL upon thirty (30) days written notice until payment is received. The Supplier also reserves the right to charge interest at the maximum rate allowed by law on all amounts past due, and to assert appropriate liens to ensure payment. The rights and remedies set forth herein are in addition to any other rights or remedies the Supplier may have against NeSL in connection with any non-payment.</del></p> | <p><b>Para revised as under:</b></p> <p>The supplier can raise invoices towards the services provided by them, at the end of every month. The supplier should raise invoices as per the details agreed upon mutually in the SoW and such invoices shall be deemed approved unless NeSL raises objections in writing within 7 working days of receipt. NeSL shall make payment of undisputed amount under the invoice within sixty (60) days from the date of invoice. For reasonable estimation of person-months deployed on the project, NeSL may use the data of the deployed personnel, from biometric attendance system installed at NeSL. For estimation of off-site person-months, the supplier should make available the attendance data from their own attendance system. NeSL team will make a reasonable assessment of person-months put-in by the supplier. The actual person-months and the work output will be compared with that agreed by the supplier vide the SoW for estimating the payable amount. 100% of the payable amount thus calculated will be paid within 60 days from the date of submission of invoice. The recoveries and/ or penalties - if any, will be recovered from amount payable to supplier.</p> |

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| 13     | 19          | 10             | The disputes, legal matters, court matters, if any shall be subject to Bengaluru jurisdiction only.  | <u>Request NeSL to modify the clause as below:</u><br>The disputes, legal matters, court matters, if any shall be subject to <del>Bengaluru- Mumbai</del> jurisdiction only.  | No change accepted                        |
| 14     | 19          | 11             | NeSL may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations as stipulated in the Order, is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, fire, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.   | <u>Request NeSL to modify the clause as below:</u><br><del>Neither party shall have any liability for damages arising from errors, delays or non-performance under this Agreement where such delay or non-performance is caused by a Force Majeure Event. Nevertheless, the Client shall be obligated to pay the Service Provider for the Services provided by the Service Provider upto the date of occurrence of a Force Majeure Event. If a Force Majeure Event prevents the Service Provider from performing its obligations hereunder for a period of at least thirty (30) consecutive days, a written intimation shall be sent to the Client and both parties shall mutually discuss and agree to the future course of action under this Agreement. NeSL may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations as stipulated in the Order, is the result of a Force Majeure.</del> Force Majeure Event is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, fire, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes <del>at successful Bidder's premises</del> or any other act beyond control of the bidder. | No change accepted                        |
| 15     | 19          | 12             | In case any dispute arises between NeSL and successful bidder with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually agreed and appointed by both parties. If the sole arbitrator is not appointed mutually by both the parties, then the District Court Bengaluru shall have exclusive jurisdiction for appointment of sole arbitrator through court. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Bengaluru. The award given by the arbitrator shall be final and binding on the Parties. | <u>Request NeSL to modify the clause as below:</u><br>In case any dispute arises between NeSL and successful bidder with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually agreed and appointed by both parties. If the sole arbitrator is not appointed mutually by both the parties, then the District Court <del>Bengaluru- Mumbai</del> shall have exclusive jurisdiction for appointment of sole arbitrator through court. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be <del>Bengaluru- Mumbai</del> . The award given by the arbitrator shall be final and binding on the Parties. <del>Supplier shall not be liable to perform its obligations under this Agreement or a SOW executed under this Agreement till the disputes arising between the Parties in connection with this Agreement are settled.</del>   | No change accepted                        |
| 16     | 20          | 13             | The liability of the supplier arising out of breach of any terms/conditions of the RFP / contract/work order and addendums/amendments thereto, misconduct, wilful default will be limited to 10 % of the total amount of Column H of Phase 1 Section – V, i.e. the total estimated charges quoted by the supplier for Phase 1. However, liability of the supplier in case of death/injury/damage caused to the personnel/property of NeSL, due to/arising out of/incidental to any act/omission/default/deficiency of supplier, will be at actuals. Also, liability of supplier pertaining to claims/ demands by Government agencies, regulatory authorities or third party for losses, penalties, if any, arising in connection with Contract/order shall be limited to 10 % of the total amount of Column H of Phase 1 Section – V, i.e. the total estimated charges quoted by the supplier for Phase 1, provided the reasons for said claims/ demands are attributed to the supplier.                     | <u>Request NeSL to delete the language and amend the clause as per the proposed language:</u><br><br><del>In no event shall either Party or any of their officers, directors, employees, agents, or subcontractors be held liable to the other party for any loss of data, loss of use, interruption of business or any indirect, special, incidental, punitive or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if such party has been advised of the possibility of such damages.</del><br><br><del>Notwithstanding anything contained herein, to the maximum extent permitted by applicable law, in no event shall Service Provider's total aggregate liability (whether in contract or in tort or under any other form of liability), howsoever arising or caused, under or in connection with this agreement, regardless of the form of the action or the theory of recovery, exceed the total fees paid by the Client in the preceding twelve (12) months under the relevant SOW under which the claim arise.</del>   | No change accepted                        |

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| 17     | 20          | 14             | <p>Validity of order will remain till fulfilment of all obligations pertaining to development and successful deployment of software including (but not limited to) providing comprehensive warranty, support and maintenance for the period stipulated in the Order. The successful bidder must acknowledge and agree that the activities of providing Services as per agreed terms for the development and deployment of IU software are of paramount importance and matter of immense reputation/pride to nation and NeSL. Hence timely performance of all obligations is essence of the Order. Therefore, in case of substantial delay in providing the stipulated services, and /or defect/under or non- performance pertaining to the services /products supplied by the bidder, NeSL will give written notice to the bidder requesting to set the things right within 60 days of notice. If bidder substantially fails to comply with the requirements, NeSL shall have the right to terminate the order/s, provided such delay is solely and entirely attributable to the Bidder. The successful bidder may terminate the Service Agreement /Order by serving at least 30 days' written notice, in the event of non-payment of undisputed invoices for 90 days from the due date. NeSL reserves the right to terminate the contract / cancel order with or without cause / reason by giving 60 days' notice to the successful bidder. Notwithstanding the contents of this clause, the provisions of clause 2, Section - II (Project Duration), Clause 6, Section - III (Inspection and Acceptance Criteria)) and Clause 8, Section - III (Penalties) shall be applicable.</p> | <p><b>Request NeSL to amend the termination clause as follows:</b><br/> Validity of order will remain till fulfilment of all obligations pertaining to development and successful deployment of software including (but not limited to) providing comprehensive warranty, support and maintenance for the period stipulated in the Order. <del>The successful bidder must acknowledge and agree that the activities of providing Services as per agreed terms for the development and deployment of IU software are of paramount importance and matter of immense reputation/pride to nation and NeSL. Hence timely performance of all obligations is essence of the Order.</del> Therefore, in case of substantial delay in providing the stipulated services, and /or defect/under or non- performance pertaining to the services /products <del>that amount to material breach of this Agreement</del> supplied by the bidder, NeSL <del>will</del> shall give written notice to the bidder requesting to set the things right within 60 days of notice. If bidder substantially fails to comply with the requirements, NeSL shall have the right to terminate the order/s, provided such delay is solely and <del>entirely</del> directly attributable to the Bidder. The successful bidder may terminate the Service Agreement /Order(s) by serving at least 30 days' written notice, in the event of non-payment of undisputed invoices for <del>90- 30</del> days from the due date. <del>Termination under this clause shall not affect any rights or obligations accrued prior to the date of termination. Payment for all services rendered until the effective date of termination shall be made by NeSL in accordance with the agreed terms. NeSL- Eüher Party reserves the right to terminate the contract / cancel order with or without cause / reason by giving 60 days' notice to the successful bidder. Notwithstanding the contents of this clause, the provisions of clause 2, Section - II (Project Duration), Clause 6, Section - III (Inspection and Acceptance Criteria)) and Clause 8, Section - III (Penalties) shall be applicable. The termination provisions under this Clause shall operate in conjunction with other applicable sections of the Agreement, provided that such sections do not conflict with the termination rights explicitly stated herein.</del></p> | <p><b>Para revised as under:</b><br/> Validity of order will remain till fulfilment of all obligations pertaining to development and successful deployment of software including (but not limited to) providing comprehensive warranty, support and maintenance for the period stipulated in the Order. The successful bidder must acknowledge and agree that the activities of providing Services as per agreed terms for the development and deployment of IU software are of paramount importance and matter of immense reputation/pride to nation and NeSL. Hence timely performance of all obligations is essence of the Order. Therefore, in case of substantial delay in providing the stipulated services, and /or defect/under or non- performance pertaining to the services /products supplied by the bidder, NeSL shall give written notice to the bidder requesting to set the things right within 60 days of notice. If bidder substantially fails to comply with the requirements, NeSL shall have the right to terminate the order/s, provided such delay is solely and directly attributable to the Bidder. The successful bidder may terminate the Service Agreement /Order(s) by serving at least 30 days' written notice, in the event of non-payment of undisputed invoices for 90 days from the due date. Termination under this clause shall not affect any rights or obligations accrued prior to the date of termination. Payment for all services rendered until the effective date of termination shall be made by NeSL in accordance with the agreed terms. NeSL reserves the right to terminate the contract / cancel order with or without cause / reason by giving 60 days' notice to the successful bidder. Notwithstanding the contents of the is clause, the provisions of clause 2, Section II (project duration), Clause 6, Section III (inspection and Acceptance Criteria) and Clause 9, Section III (Penalties) shall be applicable..</p> |
| 18     | 20          | 15             | <p>Supplier may please note that, NeSL shall neither be the Employer nor shall it be deemed to be the principal employer of any persons to be deployed by the supplier/ service provider towards the service rendered and shall not in any manner be responsible for any act, omission or commissions by the supplier, the manpower deployed for this project or by his employees, in respect of any noncompliance of all or any labour and other laws statutory notifications, relevant rules and regulations applicable to the provision of Provident Fund and ESIC of the persons engaged by the supplier and no claim in the respect shall lie against NeSL. The supplier shall keep indemnified NeSL for any such claim raised by employees of the supplier. It may be expressly understood that the relationship between the parties hereto is as Principal – to – Principal and the supplier shall not be an agent of NeSL for any purpose whatsoever, and shall not represent or hold himself out as such to any person/s. The supplier shall save, indemnify and hold harmless NeSL from any third party Govt. Claims, losses, penalties, if any, arising in connection with this Contract.</p>  | <p><b>Request NeSL to amend the clause as follows:</b><br/> Supplier may please note that, NeSL shall neither be the Employer nor shall it be deemed to be the principal employer of any persons to be deployed by the supplier/ service provider towards the service rendered and shall not in any manner be responsible for any act, omission or commissions by the supplier, <del>the manpower deployed for this project or by his employees, or the employees/personnel deployed by the supplier,</del> in respect of any <del>noncompliance of all or any labour and other laws statutory notifications, relevant rules and regulations applicable to the provision of Provident Fund and ESIC of the persons engaged by the supplier and no claim in the respect shall lie against NeSL. claims solely arising from non-compliance by the supplier with applicable labour laws, including Provident Fund and ESIC provisions. The supplier shall keep indemnified NeSL for any such claim raised by employees of the supplier. The supplier shall remain responsible for compliance with applicable employment and labour laws in respect of personnel deployed by it and shall indemnify NeSL only to the extent of proven claims, losses, or penalties directly resulting from the supplier's wilful misconduct or gross negligence in such compliance obligations. NeSL shall provide timely written notice of any such claim, allow the supplier to participate in or control the defence, and shall not settle or admit liability without the supplier's prior written consent (not to be unreasonably withheld).</del> It may be expressly understood that the relationship between the parties hereto is as Principal – to – Principal and the supplier shall not be an agent of NeSL for any purpose whatsoever, and shall not represent or hold himself out as such to any person/s. The supplier shall save, indemnify and hold harmless NeSL from any third party Govt. Claims, losses, penalties, if any, arising <del>in connection with this Contract directly and solely from the supplier's breach of applicable laws, provided that such claims are not attributable to NeSL's instructions, delays, negligence, or use of the deliverables in a manner inconsistent with the agreed scope .</del></p>   | <p>No change accepted</p>  |

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|--------|-------------|----------------|--|---|--|
| 19     | 20          | 18             | <p>During the term of this Agreement and for a period of 12 months after the termination of this Agreement, either by afflux of time or prior termination thereof, neither party shall either directly or indirectly solicit, induce, recruit or encourage the other party's personnel to leave their employment, or take away such personnel or attempt to solicit, induce, recruit, encourage or take away other party's personnel either for themselves or for any other person or entity.</p> <p>Notwithstanding any provisions contained in this agreement the parties hereby agree that in case any technical staff deputed by the service provider desires to resign or quit the employment of Service Provider and wish to join any other organisation, then Client may offer the employment depending upon its requirement, since the intending technical staff has decided to seek employment elsewhere. However, the Client shall not poach or instigate the technically trained staff to resign since they have been provided by the Service Provider.</p> <p>In any case the total of such offers in a year shall not exceed 20% of the total number of staff deployed by the Service Provider and shall be done only in cases where the technical staff has spent more than 15 months working with the Client.</p> | <p><u>Request NeSL to delete the clause in its entirety and consider the proposed clause below:</u></p> <p><i>During the term of this Agreement and twelve (12) months after the termination or expiry of the Agreement, neither Party shall solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf or through any other person or entity, any employees or consultant of other Party or its affiliates.</i></p>   | No change accepted   |
| 20     | 21          | 19             | Intellectual Property Rights (IPR)   | <p><u>Request NeSL to add this clause in its entirety and consider the proposed clause below:</u></p> <p><i>Each party will retain its pre-existing Intellectual Property Rights and nothing in this agreement assigns or transfers the pre-existing Intellectual Property Rights of one party to the other. Neither party may assert or bring any claim for ownership of any or all of the other party's pre-existing Intellectual Property Rights. Supplier agrees that, upon the creation of any deliverables and payment of fees as provided under the SOW, NeSL owns the deliverables. Supplier assigns to NeSL all existing and future Intellectual Property Rights subsisting in and to any deliverables (excluding any pre-existing Intellectual Property Rights of Supplier).</i></p> <p><i>To the extent that any pre-existing Intellectual Property Rights of Supplier is incorporated into the deliverables, Supplier grants to the NeSL a, limited period, non-transferable, non-licensable, royalty-free, non-exclusive license to use such pre-existing Intellectual Property Rights as part of the deliverables for NeSL solely to the extent necessary for NeSL to use the Services or deliverable, provided that no portion of Supplier's Intellectual Property Rights will be unbundled or separated or used as standalone product or deployment tool.</i></p> <p><i>NeSL grants to Supplier for the term, a revocable, non-transferable, non-exclusive and royalty-free licence to use NeSL's pre-existing Intellectual Property Rights as may be necessary (and only to the extent necessary) to perform the Services and other obligations of Supplier required by this Agreement.</i></p> <p><i>The Supplier shall not incorporate any third-party software or other third-party materials into any Deliverable, without obtaining NeSL's prior written approval. Upon Supplier's receipt of NeSL's approval, Supplier will use reasonable efforts to assist NeSL to obtain the right for NeSL solely in connection with NeSL's use of the Deliverable and to use such third-party materials on commercially reasonable terms and conditions, subject to any further specific limitations and terms set forth in the applicable SOW.</i></p> | <p><b>Para inserted:</b></p> <p><b>Intellectual Property Rights (IPR)</b></p> <p>Each party will retain its pre-existing Intellectual Property Rights and nothing in this agreement assigns or transfers the pre-existing Intellectual Property Rights of one party to the other. Neither party may assert or bring any claim for ownership of any or all of the other party's pre-existing Intellectual Property Rights. Supplier agrees that, upon the creation of any deliverables and payment of fees as provided under the SOW, NeSL owns the deliverables. Supplier assigns to NeSL all existing and future Intellectual Property Rights subsisting in and to any deliverables</p> |

| Sl. No | RFP Page No | RFP Clause No. | Existing Clause | Query/Suggestions  | Reply to Query/Suggestion and Corrigendum |
|--------|-------------|----------------|-----------------|--|---|
| 21     | 21          | 20             | Confidentiality | <p><b>Request NeSL to add this clause in its entirety and consider the proposed clause below:</b><br/> <i>Each party acknowledges that it will acquire knowledge of Confidential Information (as defined below) in connection with its performance hereunder and agrees to treat such information as confidential during the Term and following termination or expiration of this Agreement.</i><br/> <i>"Confidential Information" includes but is not limited to any and all information, whether written or oral, and in any form, including without limitation, information relating to or concerning the research, Intellectual Property Rights, development, products, methods of manufacture, business plans, customers, vendors, finances, personnel data, third party proprietary or confidential information and other material or information considered proprietary relating to the current or anticipated business or affairs which is disclosed directly or indirectly to either party. "Confidential Information" does not include any information (i) which either party lawfully knew without restriction on disclosure before it was disclosed, (ii) which is now or becomes publicly known through no wrongful act or failure to act of either party, (iii) which either party developed independently without use of the Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to either party by a third party as a matter of right and without restriction on disclosure. In addition, either party may disclose Confidential Information, which is to be disclosed pursuant to a requirement of a government agency or law so long as either party provides prompt written notice to the other party of such requirement prior to disclosure. Except as otherwise set forth herein, neither party shall at any time disclose or furnish to any firm, person or corporation or use, directly or indirectly, for any reason or purpose, any Confidential Information of the other party or any of its subsidiaries or affiliates of which such party may become aware as a result of the Services being performed, including without limitation any customer or end-user information, if any, arising out of the Services. Each party agrees that, in the event of a breach or threatened breach of the terms of IPR or Confidentiality, monetary damages may be an insufficient remedy for unauthorized disclosure or use of the other party's Confidential Information or Intellectual Property Rights, and that such party shall be entitled, without waiving any other rights or remedies, to seek an injunction or other equitable remedy prohibiting any such breach without the need to post a bond or other security. The provisions of this Section shall survive for two years post the expiration or termination of this Agreement.</i></p> | Not accepted                              |

| Sl. No | RFP Page No | RFP Clause No. | Existing Clause  | Query/Suggestions   | Reply to Query/Suggestion and Corrigendum |
|--------|-------------|----------------|--|---|---|
| 22     | 21          | 21             | Subcontracting   | <p><b>Request NeSL to add this clause in its entirety and consider the proposed clause below:</b></p> <p><i>Supplier may sub-contract the performance of its obligations under this Agreement with the written approval of NeSL which shall not be unreasonably withheld. However, the Supplier, shall be fully liable for the performance of its obligations by its sub-contractors as per the terms and service levels agreed under this Agreement.</i></p> | Not accepted                              |
| 23     | 41          | Annexure -3    |  | <p><b>Request NeSL to add term clause in the NDA :</b></p> <p><i>1. Term of the NDA to be captured as one (1) year from the Effective Date unless otherwise terminated by the Parties in writing by providing 30 days written notice.</i></p>   | Not accepted                              |
| 24     | 43          | Annexure -3    | Rights which are vested will remain with the Party in which these rights get vested. The confidentiality obligations for both Parties will extend beyond the term of this Agreement. | <p><b>Request NeSL to revise the few clause in the NDA :</b></p> <p>Rights which are vested will remain with the Party in which these rights get vested. <del>The confidentiality obligations for both Parties will extend beyond the term of this Agreement.</del></p>   | No change accepted                        |
| 25     | 44          | Annexure -3    | The non-disclosure obligation of confidential information by the recipient will remain in force for three years from the termination/closure of the service agreement.               | <p><b>Request NeSL to revise the few clause in the NDA :</b></p> <p><del>Notwithstanding anything contained herein,</del> the non-disclosure obligation of confidential information by the recipient will remain in force for <del>three one</del> years- from the termination/closure/ <del>expiry of the-</del> <del>service-</del> <del>this</del> agreement.</p>  | No change accepted                        |
| 26     | 31          | ANNEXURE - B   | Letter of Authority  | Requesting NESL to to consider Letter of Authority in our standard NuSummit format  | No change acceptable                      |

| Sl. No | RFP Page No | RFP Clause No.  | Existing Clause   | Query/Suggestions  | Reply to Query/Suggestion and Corrigendum   |
|--------|-------------|---|---|--|---|
| 27     | 16          | Section iii , 3 Ch  | 3.3 During execution of project, NeSL and selected bidder will mutually arrive at the person months required for completion of an activity (a module or service, functionality or a feature). This estimate shall be reasonable. The selected vendor is expected to complete the assigned activity in estimated and agreed person-months. If, for the reasons attributed to the vendor, the said activity is not completed as planned within agreed estimate, the vendor shall arrange to complete same by deploying additional person-months for completing the activity, at no extra cost to NeSL. In this case no change order will be issued. | RFP has mention for engagement to deploy resources on Time & Material basis. In that case, estimations, execution of the tasks will be managed by NeSL as per the capacity of the team. What is the requirement here to deploy additional person months without any cost to complete activities? | The selected vendor is expected to complete the assigned activity in estimated and agreed person-months. If, for the reasons attributed to the vendor, the said activity is not completed as planned within agreed estimate, the vendor shall arrange to complete same by deploying additional person-months for completing the activity, at no extra cost to NeSL            |
| 28     | 22          | Section IV - 1. S   | 1.5. The supplier will be required to sign a Statement of Work (SOW) with NeSL team for individual activity, module, functionality or artefact of the required IT Services (Please refer para 6,7 and 8, Section - III, para 11, Section - IV. The supplier will be required to provide the services in terms of man-months as stipulated in SoW. After the completion of an activity / module, the manpower deployed for that activity/ module should be taken back by the supplier or re-deployed for other activity/ module, as required.  | As this is going to be T&M engagement to deploy resources as per the skills, in that case what is expected as SoW for individual activity, module?   | The skillset required for the manpower that is going to be deployed will be defined by NeSL. The supplier should be providing the skilled resources accordingly. NeSL team would also be carrying out the interview of the resources before agreeing to have them deployed. The resources would get deployed subject to the performance of the resource in the NeSL interview |
| 29     | 22          | Point# 5  | 5.Project Management and delivery based on SOW/SLA for development, maintenance, upgrades, support, data migration  | Are the SLAs are tasks defined and available?  | Not defined   |
| 30     | 9           | Section II, Point#1   | 1. Locations for providing services and for Deployment of technology platform:  | What would be break up of resources to deploy between locations i.e.Bangluru and Mumbai  | Majority of the deployment would be in Bangalore, but the number of resources at different places cannot be assessed now.   |
| 31     | 19          | 9. Penalties  | 9.Penalties:<br>9.1 The vendor will be required to sign Statement of Work (SOW) with NeSL team for individual activity, module, functionality or artefact of the required IT Services before commencement of activity.  | As this is going to be T&M engagement to deploy resources as per the skills, in that case what is expected as SoW for individual activity, module?<br>Working on weekend without cost should be removed.   | The selected vendor is expected to complete the assigned activity in estimated and agreed person-months. If, for the reasons attributed to the vendor, the said activity is not completed as planned within agreed estimate, the vendor shall arrange to complete same by deploying additional person-months for completing the activity, at no extra cost to NeSL            |
| 32     | 19          | 9. Penalties  | 9.3 Any loss incurred by NeSL due to penalties or other charges imposed by regulatory authorities, such as, IBBI , UIDAI and CCA for non-compliance by the application system of their requirements   | As this is going to be T&M engagement to deploy resources as per the skills, penalties for Loss should be removed.   | <b>Clause may be treated as removed</b>   |
| 33     | 28          | The annual sales  | The annual sales turnover of bidder pertaining to 'Application Software Development, Support and Maintenance projects only' should be at least Rs.50 Cr. for last three financial years.  | Requesting NESL to consider the overall turnover audited certificate from NuSummit, as such specific breakups are for internal consumption purpose only.   | The details of turnover pertaining to 'Application Software Development, support and maintenance projects' can be shown at the time of technical presentation also, if breakup not readily available.   |
| 34     | 6           | Pre-Qualification (PQ) Criteria6.1                                    | The financial instruments pertaining to Tender Document fee and EMD must be submitted, as stipulated in this document.  | Please confirm that <b>no Tender Document Fee</b> is to be submitted as it is not mentioned in the tender document   | No tender fee is to be paid by bidder   |
| 35     | 6 and 28    | Pre-Qualification (PQ) Criteria6.3And 2.Technical bid format 3a point | The bidder must have at least 5 years of experience in the area of development of software and providing IT services, etc. to the clients from banking and financial sector.  | Kindly relax the requirement to: <i>The bidder must have at least 2 years of experience in the area of development of software and providing IT services, etc. to the clients from any sector.</i>   | No change accepted  |

| Sl. No | RFP Page No | RFP Clause No.  | Existing Clause  | Query/Suggestions   | Reply to Query/Suggestion and Corrigendum   |
|--------|-------------|---|--|---|---|
| 36     | 6 and 28    | Pre-Qualification (PQ) Criteria 6.11 And 2. Technical bid format 11th point   | The bidder must have developed at least three projects on open source platform, versatile in developing API, microservices with focus on data security, in last 5 years. The relevant documents in support of this requirement should be submitted along with the technical proposal.  | Kindly relax the requirement to: <i>The bidder must have developed at least two projects on open source platform, versatile in developing API, microservices with focus on data security, in last 5 years. The relevant documents in support of this requirement should be submitted along with the technical proposal.</i>       | No change accepted  |
| 37     |             | 1. Locations for providing services and for Deployment of technology platform | The bidder is required to provide the services primarily from NeSL Bengaluru and Mumbai locations. However, at the discretion of NeSL some of the services may be provided from off-site locations of the bidder either at Bengaluru or Mumbai. The deployments will be at data centres of NeSL currently at Hyderabad and Mumbai.   | Kindly confirm the locations where services are to be provided. Three locations are mentioned in the RFP  | We have only two locations which is Bengaluru and Mumbai, where services are required to be provided  |
| 38     | 9           | 2. Project Duration   | NeSL reserves the right to extend this period by another 2 years (maximum), for the said activities with the prices as quoted by the bidder as given in Section – V, Phase – 2, keeping other terms and conditions unchanged.  | Given the increase in inflation year on year. Kindly include a <b>10% increment YoY</b> for the extension period over and above the initial contract period of 5 years  | No change accepted  |
| 39     | 12          | 6. Technical evaluation criteria Sub point ii after table                     | Only the bidders securing minimum 70 % marks for each of the technical parameters 1 to 6 stipulated above, shall qualify for further evaluation, as per para 8.5 and 8.6 below.  | Kindly clarify that the benchmark is 70% marks of the overall/ aggregate of technical parameters (1 to 6) and not 70% for each technical parameter.   | <b>Revised qualifying criteria:</b> Minimum 50% in each parameter and aggregate, it will be 70%   |
| 40     | 17          | 5. Knowledge Transfer   | In case it becomes necessary to change/ replace any of the persons deployed on the project, the normal period for knowledge transfer or hand over of charge (from existing person to incoming person) shall not be more than 10 working days.  | Please consider the standard minimum notice period of 30 days and modify as: <i>In case it becomes necessary to change/ replace any of the persons deployed on the project, the normal period for knowledge transfer or hand over of charge (from existing person to incoming person) shall not be more than 30 working days.</i> | <b>Accepted, in place of 10 working days, it may be read as "30 calendar days"</b>  |
| 41     | 19          | 9. Penalties 9.1  | However, for the reasons attributed to vendor, if the assigned activity, module, functionality or an artefact could not be completed in person-months as agreed in SOW, the vendor will deploy additional person month (or part thereof) to complete the said activity within the stipulated time period, at no extra charges.   | Please include the changes that if tasks beyond the scope of work is sought from the personnel, vendor shall be allowed to charge for the work done. However, for the work within the scope of work, if not completed in time, NeSL may levy penalties accordingly.   | <b>Accepted the change suggested and para revised as under:</b><br>However, for the reasons attributed to vendor, if the assigned activity, module, functionality or an artefact could not be completed in person-months as agreed in SOW, the vendor will deploy additional person month (or part thereof) to complete the said activity within the stipulated time period, at no extra charges.<br>However, if tasks beyond the scope of work is sought from the personnel, vendor shall be allowed to charge for the work done. However, for the work within the scope of work, if not completed in time, NeSL may levy penalties accordingly. |
| 42     | 19          | 9. Penalties 9.3  | Any loss incurred by NeSL due to penalties or other charges imposed by regulatory authorities, such as, IBBI, UIDAI and CCA for non-compliance by the application system of their requirements or for breach of any rule, for the reasons attributed to supplier, the same will be recovered in to-to from the amounts payable to the supplier. However, such recoveries, if any, will be limited to 10 % of the total amount of Column H of Phase 1 Section – V, i.e. the total estimated charges quoted by the bidder for Phase 1. | The role of the bidder is to deploy manpower only. The guidance of development of software, its maintenance etc. is the onus of the NeSL. Thus, kindly <b>remove this penalty clause imposed by the regulatory authorities- from the liability of the bidder wholly. No recoveries to be made from the bidder</b>                 | If the bidder team takes more than the stipulated time to complete the task, Penalty can be levied  |

| Sl. No                 | RFP Page No | RFP Clause No.                             | Existing Clause   | Query/Suggestions   | Reply to Query/Suggestion and Corrigendum  |                  |                  |               |      |              |        |                         |        |            |        |                        |             |
|------------------------|-------------|--|---|---|--|------------------|------------------|---------------|------|--------------|--------|-------------------------|--------|------------|--------|------------------------|-------------|
| 43                     | 22          | 1.Scope1.3                                 | MySQL Database Administration, such as DB backup and restore, performance tuning, upgrades and replication, and Linux System Administration (VM level management) such as, file system upkeep, support and maintenance activities will be in the scope of the supplier  | <p>Kindly elaborate the <b>exact</b> scope/ requirements from the <b>supplier/vendor</b> in this respect.The role of the bidder is to <b>deploy manpower only</b>. The guidance of development of software.</p> | <p>The skillset required for the manpower that is going to be deployed will be defined by NeSL. The supplier should be providing the skilled resoruces accordingly.<br/>NeSL team would also be carrying out the interview of the resources before agreeing to have them deployed. The resources would get deployed subject to the performance of the resource in the NeSL interview</p> |                  |                  |               |      |              |        |                         |        |            |        |                        |             |
| 44                     | 22          | 1.Scope1.4                                 | Conducting and successfully completing nonfunctional tests like regression test, stress test, application security test, sorting out performance issues with SQL queries etc., will be the responsibility of the supplier and any deficiency in this regard should be fixed by the supplier at no cost to NeSL.   |   |  |                  |                  |               |      |              |        |                         |        |            |        |                        |             |
| 45                     | 22          | 4.Business Analysis                        | - Vendor should write requirements in User Story format- Vendor should provide User / Operational Manual post-delivery  |   |  |                  |                  |               |      |              |        |                         |        |            |        |                        |             |
| 46                     | 23          | 6.Quality Assurance                        | Vendor should write Test Cases and maintain Requirements Traceability Matrix  |   |  |                  |                  |               |      |              |        |                         |        |            |        |                        |             |
| 47                     | 23          | 8.Documentations                           | <table border="1"> <thead> <tr> <th>Document Name</th> <th>Responsible Unit</th> </tr> </thead> <tbody> <tr> <td>Business Case</td> <td>NeSL</td> </tr> <tr> <td>User Stories</td> <td>Vendor</td> </tr> <tr> <td>User/Operational Manual</td> <td>Vendor</td> </tr> <tr> <td>Test Cases</td> <td>Vendor</td> </tr> <tr> <td>Technical Architecture</td> <td>Vendor/NeSL</td> </tr> </tbody> </table> |   |  | Document Name    | Responsible Unit | Business Case | NeSL | User Stories | Vendor | User/Operational Manual | Vendor | Test Cases | Vendor | Technical Architecture | Vendor/NeSL |
|                        |             |  | Document Name   |   |  | Responsible Unit |                  |               |      |              |        |                         |        |            |        |                        |             |
|                        |             |  | Business Case   |   |  | NeSL             |                  |               |      |              |        |                         |        |            |        |                        |             |
|                        |             |  | User Stories  |   |  | Vendor           |                  |               |      |              |        |                         |        |            |        |                        |             |
|                        |             |  | User/Operational Manual   |   |  | Vendor           |                  |               |      |              |        |                         |        |            |        |                        |             |
| Test Cases             | Vendor      |  |   |   |  |                  |                  |               |      |              |        |                         |        |            |        |                        |             |
| Technical Architecture | Vendor/NeSL |  |   |   |  |                  |                  |               |      |              |        |                         |        |            |        |                        |             |
| 48                     | 24          | 10.Performance tuning                      | The vendor will perform exhaustive System Testing using its own dedicated testing team and have sufficient hand-shake with appointed testing vendor (if any) for allied systems and business users to obtain User Acceptance sign-off on the deliveries made  |   |  |                  |                  |               |      |              |        |                         |        |            |        |                        |             |
| 49                     | 24          | 11.Supporting external and internal audits | Periodic audits would be conducted by NeSL. Vendor should support the same as per mutual understanding with NeSL  |   |  |                  |                  |               |      |              |        |                         |        |            |        |                        |             |
| 50                     | 24          | 12.Supporting BCP/DR drill                 | Vendor should support BCP/DR Drill activities.  |   |  |                  |                  |               |      |              |        |                         |        |            |        |                        |             |

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| 51     | 26          | 1.Price Bid Format2. | The charges to be quoted in table given below must remain firm for the period of at least three years. The charges for next two years (4th and 5th year) should not be enhanced by more than 15 % of the respective charges quoted for first three years. | Given the increase in inflation year on year (YoY). Kindly allow bidder to consider <b>an increment of 10%</b> over the previous year's price; while arriving at the bid price for the total contract period of 5 years  | Not accepted  |
| 52     | 26          | 1.Price Bid Format   | Table 1: Phase 1 – For First Three Years & T able 2: Phase -2 – For 4th and 5th Year  | It is not clear the number of resources required to be deployed.Kindly confirm the actual numbers of resources requiredNumber of roles= 12Number of resources across 12 roles =24 resources for each year?   | Cannot be assessed as of now. It would depend upon the requirement from time to time. |
| 53     | -           | -                    | -   | Kindly provide the detailed Job Descriptions (JDs) for the personnel required  | It will be provided at the time of deployment of resources.                           |
| 54     | -           | -                    | -   | Kindly provide the estimated contract price for the period of 5 years  | Cannot be given.  |
| 55     |             |                      |   | <p><b>It is requested to relax the BELOW clauses so that BSNL may be able to participate in the said tender:</b></p> <p>1. Point No. 4 which states that:<br/>"The bidder should be a profit-making company (profit after tax) in at least three of the last five financial years."</p> <p>2. Point No. 9 which states that: "The bidder must have development Centres at Bengaluru and Mumbai. The bidder shall enclose the relevant documents in support of this requirement, indicating local address and contact number. The bidder must arrange to provide the required on-site services from NeSL office at Bengaluru or Mumbai or both, as decided by NeSL. However, the off-site services must be provided from bidder's development centre at Bengaluru / Mumbai, as required by NeSL."</p>   | Not accepted  |
| 56     |             |                      |   | <p>We recommend a rate card model ( on case -to- case basis),which allow us to hire candidate within your specified budget, with our margins already included in your budget.</p> <p><b>Contract Staffing Commercial Slabs 1: Rate Card Model</b></p> <ul style="list-style-type: none"> <li>• Service Fee: Rate Card Model (case to case basis)</li> <li>• Payment Terms- Pay &amp; Collect Model ,30 days credit</li> <li>• Replacement Terms- 90 Days</li> <li>• Contract to Hire conversion fees : Transfer fee of 8.33 % of the annual CTC.</li> </ul> <p><b>Contract Staffing Commercial Slabs 2: Mark up Model</b></p> <ul style="list-style-type: none"> <li>• Service Fee: Mark-up Model : 20%</li> <li>• Payment Terms- - Pay &amp; Collect Model ,30 days credit</li> <li>• Replacement Terms- 90 days</li> <li>• Contract to Hire conversion fees : Transfer fee of 8.33 % of the annual CTC.</li> </ul> <p><b>Terms and Conditions</b></p> <p>Tax will be added separately as applicable.</p> <p>Payment terms will be 30 days as per standard. Billing will be done on a monthly arrear's basis.</p> <p>Commercials are based on purely T&amp;M based staff augmentation services and Experis will not be responsible to maintain associated SLA/deliverables if any.</p> <p>Leave cost, BGV cost is not included in the markup model , it will be billable to client.</p> <p>This quotation excludes the resource backup and relievers charges.</p> <p>Changes in the minimum wages will be applicable from the date of change by the local governing authority and cost impact due to the changes in the minimum wages will be borne by the client.</p> <p>Additional expenses like travel, Mobile, Night shift, Laptop, IT assets etc. will be invoiced based on their actual costs incurred.</p> | Not accepted  |

| Sl. No                        | RFP Page No | RFP Clause No.                  | Existing Clause | Query/Suggestions   | Reply to Query/Suggestion and Corrigendum  |
|-------------------------------|-------------|---------------------------------|-----------------|---|--|
| Queries raised during meeting |             |                                 |                 |   |  |
| 57                            |             |                                 |                 | <b>Whether there is any turnover exemption for MSME vendors</b>   | No exemption to any kind of vendor   |
| 58                            | 28          | Point 5 of technical bid format |                 | Whether CA certificate instead of Statutory Auditor's certificate can be submitted by bidder in support of the criteria that "The bidder must have at least three institutions from Banking and Financial Services sector as their clients" | <b>CA certificate instead of Statutory Auditor's certificate can also be submitted by bidder in support of the criteria</b>  |
| 59                            |             |                                 |                 | New Clause Inserted   | <p><b>New Clause Inserted:</b></p> <p><b>Clause no. 19 of Section III-Statutory compliance :</b></p> <p>1. The Service Provider shall submit its claim to Company for all the manpower resources in the prescribed format along with proof of payment, proof of attendance, proof of statutory dues such as PF,ESI etc for each manpower resource provided by it.</p> <p>2. The Service Provider shall make adequate provisions and pay proportionate gratuity to deployed manpower resource, who are qualified for the payment of gratuity as per the Payment of Gratuity Act, 1972.</p> <p>3. The Service Provider shall promptly notify the Company of any changes in address, management, or other relevant details.</p> <p>4. The Service Provider shall bear full and exclusive liability for the payment of all applicable taxes and shall not hold the Company responsible for any such payments.</p> <p>5. The Service Provider shall provide the documentary proof for the qualifications, experience and background check of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of this agreement.</p> |