

SI No	Clause Number	Page Number	Details of the Clause	TCS Observation	Client's Feedback on the request
1	Phase IV: Implement-Design and Development (Point No 3)	16	To develop the application in Open Standards	Is it 'Open Standard' only? Or is it 'Open Source'? Can this be finalized during the BPR stage?	Open Standard only
2	Phase IV: Implement-Design and Development (Point No 4)	16	Application should be designed in such a way that it can allow necessary interface like CSC, SWAN, SDC and other existing/in future applications when ever required	1. Please specify the technology platform for the existing applications. 2. What type of interface/integration is looking for? 3. Will there be any need to migrate legacy data/documents to the new system?	1. No current applicaitons 2. The Application should be hosted/housed in the State Data Centre. The application should be accessed to the GoAP employees through SWAN and Internet. Receipt/ Delivery of application/ information/ any other transaction can be conducted through the CSC 3. Yes. However actual data entry/ data migration is not under scope of this RFP who may be selected through a separate RFP. However the selected Vendor under this RFP must provide adequate support for interfacing/ porting etc of the data for smooth functioning of the application
3	Phase IV: Implement-Implementation (Point No 2)	16	After the completion of the SDC the Servers will have to be migrated to the SDC. Cost of migration is to be borne by the Bidder	Should the bidder include the cost of migration in the financial proposal in the first place?	Yes
4	Phase IV: Implement-Implementation (Point No 5)	16	Implementation and roll out of the solution at all the implementation locations	Please indicate the number of locations.	1 HQ at the State Level and 16 District HQ
5	16	13	Payment terms	Request you to add standard payment term clause :- All invoices and bills will be raised by Bidder as per the Payment Terms and will become due for payment within 30 days of presentation. All payments are to be made by demand draft/cheque . All payments due for more than 30 days will attract an interest at the rate of 2 percent per month on the invoice amount.	As per RFP

6	17	13	Confidentiality	we request you to add standard reciprocal confidentiality clause along with standard exceptions. Also term of confidentiality must be specified	Will be discussed and mutually agreed at contracting phase
7	Phase IV ,1 (3)	17	Phase IV: Implement 1. Training, 3. To prepare training manuals	Request you to accept and include as "All training material to be provided in soft copy only with maximum of 2 hard copies" .	All training material to be provided in soft copy only with maximum of 2 hard copies
8			Need to add clause on LIMITATION OF LIABILITY	We request you to have a detailed Clause for "limitation limiting direct Liability of either party equal to the resultant contract value and exclusion of all Indirect, consequential, special, punitive liabilities "	Will be discussed and mutually agreed at contracting phase
9			<i>The Tender Document does not have many of the standard legal clauses – need to get them incorporate –as listed herewith.</i>	1.Acceptance Criteria 2.Change Management Procedure 3.Intellectual Property Rights 4.Non Employment 5.General Indemnity 6. Force Majeure 7.Arbitration 8.Governing Law 9.Termination 10. Notices 11.Waiver 12.Assignment 13.Nonexclusivity 14.Independent Relationship 15.Modification 16.Entire Understanding 17Severability 18Survival 19Governing Law 20.Publicity	Will be discussed and mutually agreed at contracting phase. Seperate MOU will be signed between the selected bidder & Govt. of A.P for all this terms.
10			Submission of Tender	We request you to accept one hard copy of the technical and commercial proposal and rest 2 copies in CD (or as many numbers as you want) , this will directly impact Government of India's Green Earth Initiative.	As per RFP