

Corrigendum to the RFP titled “Selection of SI for providing Software for Transformation Plan of WDRA” dated January 31, 2017.

Sr. No.	Section in RFP	Existing provision	Revised provision
1.	WDRA RFP Volume 1 Page 26/27 OF 80	The Bidder must have experience of successful Go-Live / Completed project during the last FIVE years (as on the last date of bid submission) in one project having IT custom or bespoke development system integration projects and related IT services implementation of project value of INR 20 crores and above in India.	The Clause may read as: The Bidder must have experience of successful Go-Live / Completed project during the last FIVE years (as on the last date of bid submission) in one project having IT custom or bespoke development system integration projects and related IT services implementation of project value of INR 20 crores and above in India or in Overseas subject to the condition that the bidder is the primary entity executing or having executed the mentioned project.
2.	Vol. 1, Page 7, Request for Proposal Data Sheet, 5. EMD	Rs. 20,00,000 (Rupee Twenty Lakhs only), in the form of Bank Guarantee drawn in favour of “Warehousing Development and Regulatory Authority” payable at New Delhi valid for 12 months from the date of submission of bid	The Clause may read as: Rs. 20,00,000 (Rupee Twenty Lakhs only), in the form of Bank Guarantee drawn in favour of “Warehousing Development and Regulatory Authority” payable at New Delhi valid for 7 months from the date of submission of bid
3.	Vol. 1, Page 12, Clause 2.1 General	xi. All proposals and accompanying documentation of the Technical proposal will become the property of WDRA and will not be returned after opening of the technical proposals.	The Clause may read as: xi. All proposals and accompanying documentation of the Technical proposal shall remain the property of the Bidder and will not be returned after opening of the technical proposals.
4.	Vol. 1, Page 13, Clause 2.6 Right to Vary Scope of Contract	i. WDRA may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.	The Clause may read as: i. WDRA may at any time, by a prior written consent of the bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.
5.	Vol. 1, Page 17, Clause 3.3.1 Bidder Preparation Conditions	vi. If at any stage during the currency of the contract, the solution proposed does not meet the functional requirements, conceptual design, performance requirements/SLA, and other requirements of RFP, the bidder shall	The Clause may read as: vi. If at any stage during the currency of the contract, the solution proposed does not meet the functional requirements, conceptual design, performance requirements/SLA, and other requirements as signed off between the parties, the bidder shall

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6.	Vol. 1, Page 17, Clause 3.3.3 Earnest Money Deposit (EMD)	v. The EMD may be forfeited: <ul style="list-style-type: none"> · If a bidder withdraws its bid during the period of bid validity. · Bidder fails to provide required information during the evaluation process or is found to be non-responsive. · If the successful bidder fails to provide the Performance Bank Guarantee · If the successful bidder fails to sign the Agreement in accordance with this RFP within 14 days from the issue of Letter of Intent (LOI) by WDRA. 	The Clause may read as: "v. The EMD may be forfeited: <ul style="list-style-type: none"> · If a bidder withdraws its bid during the period of bid validity. · Bidder is found to be non-responsive. · If the successful bidder fails to provide the Performance Bank Guarantee · If the successful bidder fails to sign the Agreement in accordance with this RFP within 14 days from the issue of Letter of Intent (LOI) by WDRA."
7.	Vol. 1, Page 20, Clause 3.3.12 Additional Conditions	iii. All proposals and accompanying documentation of the Technical proposal will become the property of WDRA and will not be returned after opening of the technical proposals.	The Clause may read as: iii. All proposals and accompanying documentation of the Technical proposal shall remain the property of the Bidder and will not be returned after opening of the technical proposals.
8.	Vol. 1, Page 39, Clause 4.7 Commercial Bid Evaluation	iii. The bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. WDRA reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.	Changed Commercial Bid format (which indicates Taxes, Levies) will be published separately.
9.	Vol. 1, Page 39, Clause 4.7 Commercial Bid Evaluation	xv. It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder including any additional taxes/levies due to change in tax rates through the validity of the bid and contract.	The Clause may read as: xv. It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature The Clause may read as: "It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder. including any additional taxes/levies due to change in tax rates or introduction of new taxes post submission of the bid through the validity of the bid and contract shall be borne by WDRA."

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10.	Vol. 1, Page 41, Clause 4.8.3 Performance Bank Guarantee	<p>iii. The Performance bank guarantee may be discharged / returned by WDRA upon being satisfied that there has been due performance of the obligations of bidder under contract. However, no interest shall be payable on the PBG.</p> <p>iv. WDRA shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or purchaser incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. Notwithstanding and without any prejudice to any rights whatsoever of WDRA under contract in Matter, the proceeds of PBG shall be payable to WDRA as compensation for any loss resulting from bidder's failure to complete its obligations under the Contract.</p>	<p>The Clause may read as:</p> <p>iii. The Performance bank guarantee shall be discharged / returned by WDRA upon due performance of the obligations of bidder under contract. However, no interest shall be payable on the PBG.</p> <p>iv. WDRA shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or purchaser incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. Notwithstanding and without any prejudice to any rights whatsoever of WDRA under contract in Matter, the proceeds of PBG shall be payable to WDRA as compensation for any damages resulting from bidder's failure to complete its obligations under the Contract.</p>
11.	Vol. 1, Page 42, Clause 5 Constitution of Team	vii. The bidder will in its proposal include the names and detailed curriculum vitae of their key personnel who will be working full time on this project.	<p>The Clause may read as:</p> <p>vii. The bidder will in its proposal include the names and detailed curriculum vitae of their key personnel who may be working full time on this project.</p>
12.	Vol. 1, Page 43, Clause 6.1 Payment Terms	As per RFP.	Changed Payment terms will be published separately.
13.	Vol. 3, Page 7, Clause 1.5 Priority of documents	<ul style="list-style-type: none"> · This Agreement along with · the SLA agreement, · NDA agreement, · Schedules and Annexures; · the RFP along with subsequently issued corrigendum · Technical and commercial proposal submitted by the successful bidder, to the extent they along with subsequently issued 	<p>The Clause may read as:</p> <ul style="list-style-type: none"> · This Agreement along with · the SLA agreement, · NDA agreement, · Schedules and Annexures; · Technical and commercial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the SI in response to the RFP, to the extent they are not

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		clarifications furnished by the SI in response to the RFP, to the extent they are not inconsistent with any terms of the RFP	inconsistent with any terms of the RFP · the RFP along with subsequently issued corrigendum
14.	Vol. 3, Page 8, Clause 2.1 Scope of Work	As per the scope of work defined in volume 2 of the RFP.	The Clause may read as: As per the scope of work defined in volume 2 of the RFP signed off between the parties.
15.	Vol. 3, Page 9, Clause 4.3 Extension of time for fulfillment of Conditions Precedent	(a) The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. (b) For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the System Integrator linked to the delay in fulfilling the Conditions Precedent.	The Clause may read as: (a) The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. (b) For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the System Integrator if the System Integrator is solely responsible for the delay in fulfilling the Conditions Precedent.
16.	Vol. 3, Page 14, Clause 8 Obligations of System Integrator	(b) It shall perform the Services as set out in Vol II of the RFP and in a good and workmanlike manner commensurate with industry and technical standards which are generally	The Clause may read as: (b) It shall perform the Services as set out in Vol II of the RFP or as mutually agreed between the parties and in a good and workmanlike manner commensurate with industry and technical standards which are generally
17.	Vol. 3, Page 20, Clause 13.3 Tax	(b) The System Integrator agrees to reimburse and hold WDRA harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph.	The Clause may read as: (b) The System Integrator agrees to reimburse and hold WDRA harmless from any deficiency including penalties and interest relating to taxes that are System Integrator's responsibility under this paragraph.
18.	Vol. 3, Page 20, Clause 13.3 Tax	(c) If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with taxes and duties	The Clause may read as:

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			(c) If, after the date of bid submission, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties
19.	Vol. 3, Page 24, Clause 14.2 Acceptance Procedure	<p>c) Correction of Deficiencies in Deliverables: · accept the Deliverable with its Deficiencies and deduct such proportionate amounts from the System Integrators fees as deemed appropriate by WDRA; or · terminate this Agreement for cause in accordance with the procedures set forth in Clause 15 (except that WDRA is under no obligation to provide the System Integrator any further opportunity to cure) and recover its damages subject to the limitations set forth in this Agreement.</p>	<p>The Clause may read as :</p> <p>c) Correction of Deficiencies in Deliverables: · accept the Deliverable with its Deficiencies and deduct such proportionate amounts from the System Integrators fees as mutually agreed; or · terminate this Agreement for cause in accordance with the procedures set forth in Clause 15 and recover its damages subject to the limitations set forth in this Agreement.</p>
20.	Vol. 3, Page 25, Clause 15.2 Termination for Convenience	<p>(a) WDRA may at any time terminate the Contract for any reason by giving the managed service provider a notice of termination that refers to this clause. (b) Upon receipt of the notice of termination under this clause, the SI shall either as soon as reasonably practical or upon the date specified in the notice of termination:.....</p>	<p>The Clause may read as:</p> <p>a) Either Party may at any time terminate the Contract for any reason by giving the Other Party a 90 days' notice of termination that refers to this clause. (b) Upon receipt of the notice of termination under this clause, the SI shall either as soon as reasonably practical or upon the date specified in the notice of termination: [Clause 15.2 ("Termination for Convenience") and 15.3(f) of Volume3 are removed].</p>
21.	Vol. 3, Page 26, Clause 15.3 Effects of Termination	<p>(e) Any and all payments under this clause shall be payable only after the System Integrator has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of WDRA. In case of expiry of the Agreement, the last due payment shall be payable to the System Integrator after it has complied with and completed the transition</p>	<p>The Clause may read as:</p> <p>(e) Any and all payments under this clause shall be payable only after the System Integrator has complied with and completed the transition and exit management as per the Exit Management Plan. In case of expiry of the Agreement, the last due payment shall be payable to the</p>

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		and exit management as per the Exit Management Plan to the satisfaction of WDRA.	System Integrator after it has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of WDRA.
22.	Vol. 3, Page 27, Clause 15.5 Suspension	a) The System Integrator shall not be entitled to claim compensation for any loss or damage sustained by it by reason of such temporary suspension of the work for a continuous period of 30 days. WDRA may consider suitable compensation to the System Integrator in event of suspension extending beyond a continuous period of 30 days. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the System Integrator, if written request for the same is made.	The Clause may read as: The clause may be read as "a) The System Integrator shall not be entitled to claim compensation for any loss or damage sustained by it by reason of such temporary suspension of the work for a period mutually decided between WDRA and System Integrator. WDRA shall consider suitable compensation to the System Integrator for all the costs incurred in and during the event of suspension extending beyond the period mutually mentioned above. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the System Integrator."
23.	Vol. 3, Page 28, Clause 16. Indemnification & Limitation of Liability	a) Subject to Clause 16.2 below, System Integrator (the "Indemnifying Party") undertakes to indemnify WDRA (the "Indemnified Party") from and against all Losses on account of e) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one times the total contract value payable under this Agreement.	The Clause may read as: a) Subject to Clause 16.2 below, System Integrator (the ""Indemnifying Party"") undertakes to indemnify WDRA (the ""Indemnified Party"") from and against all damages on account of e) Notwithstanding anything contained herein, the aggregate liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed ,in case of SI, the payments received under this agreement and in case of WDRA one times the total contract value payable under this Agreement. The liability cap given under this Clause 16.3 shall not be applicable to the indemnification obligations set out in Clause 16."

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24.	Vol. 3, Page 51, Clause 26.2 (a) Change Control Note	c. Costs Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the SI meets the obligations as set in the CCN. In the event the SI is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the SI.	The Clause may read as: Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the SI meets the obligations as set in the CCN. In the event the SI is unable to meet the obligations as defined in the CCN, the SI shall extend cooperation to a third party to fulfil the obligations and bear the additional cost, over and above the approved cost of the CCN"
25.	Vol. 3, Page 54, 26.3 Exit Management Schedule	5. Employees : 5.3. To the extent that any Transfer Regulation does not apply to any employee of the System Integrator, department, or its Replacement System Integrator may make an offer of employment or contract for services to such employee of the System Integrator and the System Integrator shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Chairperson, PIU or any Replacement System Integrator.	[Clause 5.3 of Section 5. EMPLOYEES of Volume3 is removed].
26.	Vol. 3, Page 64, 27.5 Roles and Responsibilities of System Integrator	b) Keep all system software i.e. databases, middleware etc. at Data Centre and various locations, up to date by installing regular upgrades / patches.	The Clause may read as: b) Keep all system software i.e. databases, middleware etc. at Data Centre and various locations, up to date by installing regular updates/ patches.
27.	Vol. 3, Title and Risk Transfer	New Clause to be added on "Title and Risk Transfer"	New Clause for "Title Transfer" reads now as: "Title and Ownership of all licenses purchased for WDRA will be transferred to WDRA on delivery of the same and used by SI for the duration of the contract"
28.	Vol 1, Page 13, Clause 2.2 (ii), Eligible Bidders	Bidder should not have any conflict of interest with any parties included in the Bidding process.	The conflict of interest shall include the following interpretations: Conflict of interest

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			<p>(i) The Bidder shall disclose to WDRA in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.</p> <p>(ii) Neither the System Integrator nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:</p> <ol style="list-style-type: none"> 1. During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement; 2. after the termination of this Agreement, such other activities as may be specified in the Agreement; or 3. at any time, such other activities as have been specified in the RFP as Conflict
29.	Vol 2, Page 21, Clause 5.2.2.9, Security	The selected system integrator shall provide the WDRA representatives access to its facilities, installations, technical resources, operations, documentation, records, databases and personnel;	<p>The Clause may read as</p> <p>"The selected system integrator shall reasonably endeavour to provide the WDRA representatives access to its facilities, installations, technical resources, operations, documentation, records, databases and personnel for the purpose of cooperating in any investigations pertaining to fraud or corruption;"</p>
30.	Vol 3, Page 7, Clause 1.5 (a), Priority of Documents	<p>This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:</p> <ul style="list-style-type: none"> · This Agreement along with · the SLA agreement, 	<p>The Clause may read as</p> <p>"</p> <ul style="list-style-type: none"> · This Agreement along with · the SLA agreement, · NDA agreement, · Schedules and Annexures; · Technical and commercial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications

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		<ul style="list-style-type: none"> · NDA agreement, · Schedules and Annexures; · the RFP along with subsequently issued corrigendum · Technical and commercial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the SI in response to the RFP, to the extent they are not inconsistent with any terms of the RFP 	furnished by the SI in response to the RFP, to the extent they are not inconsistent with any terms of the RFP · the RFP along with subsequently issued corrigendum".
31.	Vol 3, Page 8, Clause 3(a), Term and Duration of the Agreement	This Agreement shall come into effect on <***> (hereinafter the "Effective Date") and shall, unless terminated earlier in accordance with its terms, expire on the date on which this Agreement expires, which shall be a period of three years from 'Go-Live' of Project and any extended period notified by WDRA for stabilization post go-live.	The Clause may read as This Agreement shall come into effect on <***> (hereinafter the "Effective Date") and shall, unless terminated earlier in accordance with its terms, expire on the date on which this Agreement expires, which shall be a period of three years from 'Go-Live' of Project and any extended period notified by WDRA and agreed upon by the successful bidder on terms and conditions mutually agreeable to both the parties for stabilization post go-live."
32.	Vol 3, Page 9, Clause 4.2 (a), Conditions Precedent for System Integrator	The System Integrator shall be required to fulfill the Conditions Precedent which are as follows: (i) to provide a Performance Security/Guarantee and other guarantees/ payments as and when required to WDRA or its nominated agencies; and	The Clause may read as "The System Integrator shall be required to fulfill the Conditions Precedent which are as follows: (i) to provide a Performance Security/Guarantee to WDRA"
33.	Vol 3, Page 29, Clause 16.20 (e), Indemnification and Limitation of Liability	The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one times the total contract value payable under this Agreement. The liability cap given under this Clause 16.3 shall	The Clause may read as "The aggregate liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one times the total contract value payable under this Agreement. The

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		not be applicable to the indemnification obligations set out in Clause 16 and breach of Clause 12.4 and 19.	liability cap given under this Clause 16.3 shall not be applicable to the indemnification obligations set out in Clause 16".
34.	Vol 3, Page 32, Clause 18 (d), Confidentiality	The System Integrator shall execute a corporate non-disclosure agreement with WDRA in the format provided by WDRA and shall ensure that all its employees, agents and subcontractors execute individual non-disclosure agreements, which have been duly approved by WDRA with respect to this Project.	The Clause may read as: "The System Integrator shall execute a mutually agreed upon corporate non-disclosure agreement with WDRA in the format provided by WDRA"
35.	Vol 3, Page 36, Clause 23, Insurance Cover	As per RFP	Clause 23 will be renamed as "Risk and Responsibility" and may be read as "SI shall bear the risk, responsibility and liability for damages incurred, as part of this project, by or to their employees or employees of sub-contractors involved in this project including any social welfare / labour legislations"
36.	Vol 3, Page 41, Clause 24.9, Compliance with Applicable Law	Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the System Integrator as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.	The Clause may read as: Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the System Integrator as an information technology service provider) at all times comply with all applicable laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement."

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37.	Vol 3, Page 48, Definitions - Services	Means the services delivered to the Stakeholders of WDRA or its nominated agencies, employees of WDRA or its nominated agencies, and to professionals or stakeholders as defined in Volumes I, II and III of the RFP, using the tangible and intangible assets created, procured, installed, managed and operated by the System Integrator including the tools of information and communications technology and includes but is not limited to the list of services specified in Volume I and Volume II of the RFP	This Clause may be read now as Means the services delivered to the Stakeholders of WDRA or its nominated agencies, employees of WDRA or its nominated agencies, and to professionals or stakeholders as defined in Volumes I, II and III of the RFP, using the tangible and intangible assets created, procured, installed, managed and operated by the System Integrator including the tools of information and communications technology and is limited to the list of services specified in Volume I and Volume II of the RFP.
38.	Vol 3, Page 50, Clause 26.2 (c), Schedule II - Change Control Schedule	Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the SI meets the obligations as set in the CCN. In the event the SI is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the SI.	The following additions have been made in the Clause: "Provided however that WDRA shall first give a prior reasonable notice to the Service Provider to rectify the default and only if the default continues even after the expiry of the cure period shall WDRA have the right to invoke this clause."
39.	Vol 3, Page 54, Clause 3.3, Schedule III - Exit Management Plan - Employees	To the extent that any Transfer Regulation does not apply to any employee of the System Integrator, department, or its Replacement System Integrator may make an offer of employment or contract for services to such employee of the System Integrator and the System Integrator shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Chairperson, PIU or any Replacement System Integrator.	Clause is removed.
40.	Vol 3, Page 57, Clause 2.3, Schedule IV - Audit, Access and Reporting	The frequency of audits shall be a (maximum) half yearly, provided always that WDRA shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the System Integrator. Any such audit shall be conducted with adequate notice of 2 weeks to the System Integrator.	Clause 2 may be read now as: "Audit will be performed as per the requirements defined in Annexure 4 of the RFP"

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41.	Vol I,Fact Sheet Pt 5, Pg 7	Rs. 20,00,000 (Rupee Twenty Lakhs only), in the form of Bank Guarantee drawn in favour of “Warehousing Development and Regulatory Authority” payable at New Delhi valid for 12 months from the date of submission of bid	The period of bid validity and EMD should be read now as "seven months from the date of bid submission"
42.	Vol I, Sect 4.8.3,Pg 41	Performance Bank Guarantee	The period of validity of PBG shall be read now as "contract period plus 3 months"
43.	Vol III, Sect 21,Pg 34	Liquidated Damages	Notwithstanding, other conditions as mentioned in the RFP, the maximum liability of the bidder is capped at 10% of the total contract value.
44.	Vol III, Sect 26.3,Pg 62	Exit Management	The Clause should be read now as "The exit management activity shall be completed in 90 days from the date of notice by WDRA"
45.	Volume 2, Pg No. 21 ,5.2.2.8 Source Code Maintenance	SI shall maintain all source code, developed for WDRA, in an independent source code control software with appropriate versioning and full access to WDRA. Additionally, source code for all OEM software used should be made available to WDRA on request either directly or through an Escrow agreement.	The Clause should be read now as SI shall maintain all source code, developed for WDRA, in an independent source code control software with appropriate versioning and full access to WDRA. Additionally, source code for all OEM software used should be made available to WDRA on request either directly or through an Escrow agreement if available.

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46.	Volume 2, Page No : 17, 4.4.2 Portal	Response times for different functions	End-to-End response time shall mean "the amount of time for a response to be generated after receiving the request at the Cloud entry point"
47.	Volume 3, Extension of time for fulfillment of Conditions Precedent; page 9	<p>Extension of time for fulfillment of Conditions Precedent :</p> <p>(b) For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the System Integrator linked to the delay in fulfilling the Conditions Precedent.</p>	<p>The Clause may read as:</p> <p>"For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the System Integrator linked to the delay in fulfilling the Conditions Precedent; provided such delays are solely attributable by the System Integrator"</p>
48.	14. ACCEPTANCE OF DELIVERABLES AND TESTING, Acceptance of Deliverables; page 22-24		<p>The Clause may read as :</p> <p>SI will prepare & execute the Test Plan, covering unit functional/ non-functional/ integration & performance test cases, for all functionality as part of the SRS. WDRA will prepare the acceptance test plan for acceptance testing.</p> <p>14.2 (c) (i) may read as "The System Integrator is unable to correct all deficiencies preventing acceptance of a deliverable for which it is responsible after a reasonable number of repeated efforts as per mutual agreement, WDRA may at its election:</p> <ul style="list-style-type: none"> · allow the System Integrator to continue its efforts to make corrections for which the resolution & response times as defined in Vol 2 section 5.3 (SLA & Performance Penalties); or · accept the Deliverable with its Deficiencies and deduct such proportionate amounts from the System Integrators fees as deemed appropriate by WDRA; or · terminate this Agreement for cause in accordance with the procedures set forth in Clause 15 (except that WDRA is under no

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			obligation to provide the System Integrator any further opportunity to cure) and recover its damages subject to the limitations set forth in this Agreement."
49.	18. CONFIDENTIALITY; page 32		This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter,
50.	19. AUDIT, ACCESS AND REPORTING; page 33	The System Integrator shall allow access to WDRA to all information which is in the possession or control of the System Integrator and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by WDRA to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule IV of this Agreement.	Clause 2 may be read as "Audit will be performed as per the requirements defined in Annexure 4 of the RFP".
51.	21. LIQUIDATED DAMAGES; Page 34	Time is the essence of the Agreement and the delivery dates are binding on the SI. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the SI, in meeting the deliverables, WDRA shall be entitled at its option to recover from the SI as agreed, liquidated damages, a sum of the value of the deliverable(s) which suffered delay or gross negligence for each completed week or part thereof subject to a limit of the total contract value. The Parties agree that SLA penalties defined in the Service Level Agreement are liquidated damages and that the deduction of any Service Credit by WDRA shall be its exclusive monetary remedy for failure of SI to meet the Service Levels and is in full and final settlement of any claim which WDRA may have for Losses caused by the failure to meet a Service Level to which a Service Credit applies, provided that this Clause shall not limit the exercise by WDRA of its rights to terminate the Agreement for Material Breach and the associated consequences of termination.	Clause 2 may be read as now:- a) Time is the essence of the Agreement and the delivery dates are binding on the SI. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the SI, in meeting the deliverables, WDRA shall be entitled at its option to recover from the SI as agreed, liquidated damages, a sum of the value of the deliverable(s) which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 10% of the sum of the value of the deliverable(s)"

Sr. No.	Section in RFP	Existing provision	Revised provision
52.	Vol- 1, 4.5 - Prequalification Criteria- Financial Strength Pt. 1, Pt.2 , Page 25	Supporting Documents: Pt. 1 - ...And Certificate from the Statutory Auditor as per format "PQ Form 3" Pt. 2 Duly certified statement from the auditor for the last 3 financial years as per format "PQ Form 3"	For listed companies, board-certified statement will be acceptable; For unlisted companies, certificate from Statutory Auditor is required
53.	Vol. 3, Savings Clause	New Clause to be added - "Savings Clause"	"SI Waiver Clause" is added: System Integrator's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Service Provider's non-performance is caused by WDRA's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement
54.	Vol- 1,10.4 -PQ form 4 - Perfroma for EMD, Page 57 - 2nd para	1. Creating an ecosystem of electronic negotiable warehouse receipts (e-NWRs) through license repositories;	Information will be shared with bidder.
55.	Vol- 1, 4.5 - Prequalification Criteria- Quality of Service Delivery - Pt.5, Page 26	The bidder should have been assessed for a Capability Maturity Model Integration (CMMi) Level 3. The assessment should be valid as on the last date of bid submission. In case of expiry of current assessment within nine months, the bidder shall provide a certificate from the Software Engineering Institute (SEI), USA auditor that reassessment for the same or higher level is commenced.	The Clause may read as : The bidder should have been assessed for a Capability Maturity Model Integration (CMMi) Level 3 certification should be provided to WDRA prior to opening of the financial bid.
56.	4.7 Commercial Bid Evaluation; Page 39	iii. The bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may	iii. The bidder shall submit the commercial bid inclusive of all taxes as on date of submission of bid. Otherwise, RFP conditions shall prevail.

Sr. No.	Section in RFP	Existing provision	Revised provision
		<p>be applicable in relation to the activities proposed to be carried out. WDRA reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.</p> <p>iv. The taxes quoted in the offer should be as per the prevailing tax rates. Any subsequent increase in the tax rates or introduction of new tax will be paid by WDRA. Similarly, any benefits arising due to downward revision in tax rates, or any exemptions availed by the Bidders organization should be passed on to WDRA.</p>	<p>iv. The Clause may read as :</p> <p>"The taxes quoted in the offer should be as per the prevailing tax rates as on the date of submission of bid. Any subsequent increase in the tax rates or introduction of new tax will be paid by WDRA. Similarly, any benefits arising due to downward revision in tax rates, or any exemptions availed by the Bidders organization should be passed on to WDRA. Each party is responsible for its own income taxes, corporate taxes and franchise taxes."</p>
57.	<p>REPRESENTATIONS AND WARRANTIES; page 11</p>	<p>BUYER shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software.</p> <p>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the WDRA. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the WDRA without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by WDRA in connection with the preparation of the deliverable. "The scope of the warranty shall be limited only to correction of any bugs that were left undetected during</p>	<p>The Clause may read as:</p> <p>"BUYER shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty immediately on identification. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software."</p> <p>The Clause may read as:</p> <p>"The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the WDRA or by the audit agency. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications."</p>

Sr. No.	Section in RFP	Existing provision	Revised provision
		<p>acceptance testing by the WDRA or by the audit agency. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications." "The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the WDRA or by the audit agency. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications."</p> <p><u>EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO BUYER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.</u></p>	<p>The Clause may now be read as:</p> <p>"EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO BUYER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER."</p>
58.	6.4 Security and Safety; page 17	(e) As per the provisions of the SLA or this Agreement, the System Integrator shall promptly report in writing to WDRA, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of WDRA as the case may be.	<p>The Clause may read as:</p> <p>(e) As per the provisions of the SLA or this Agreement, the System Integrator shall promptly report in writing to WDRA, provided any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of WDRA as the case may be.</p>
59.	22. Escrow Agreement; page 35/36		<p>The Clause may read as:</p> <p>a) SI shall comply with the escrow provisions below for all Bespoke Development & customized codes (including subcontractor-owned</p>

Sr. No.	Section in RFP	Existing provision	Revised provision
			<p>materials and other Third Party Material incorporated in SI's Proprietary Material), except to the extent SI demonstrates to the WDRA that compliance is not permitted by the nature of SI's limited rights in such material.</p>
60.	15. TERMINATION AND SUSPENSION; page 25-26		<p>The Clause may read as:</p> <p>Material Breach</p> <p>(a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, WDRA or System Integrator,</p> <p>as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:</p> <p>i) If the System Integrator is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then WDRA may serve a 30 day written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such written notice period, WDRA will have the option to terminate this Agreement after affording a reasonable opportunity to the System Integrator to explain the circumstances leading to such a breach.</p> <p>Termination for Convenience clause is removed.</p> <p>Effects of Termination :</p>

Sr. No.	Section in RFP	Existing provision	Revised provision
			<p>The Clause may read as:</p> <p>(e) Any and all payments under this clause shall be payable only after the System Integrator has complied with and completed the transition and exit management as per the Exit Management Plan. In case of expiry of the Agreement, the last due payment shall be payable to the System Integrator after it has complied with and completed the transition and exit management as per the Exit Management Plan.</p> <p>Suspension</p> <p>The Clause may read as</p> <p>The System Integrator shall, if ordered in writing by WDRA, temporarily suspend the performance of any services or any part thereof under this Agreement for such specified/ ordered period and time. WDRA shall inform the System Integrator about such suspension at least 30 days in advance. The System Integrator shall not be entitled to claim compensation for any loss or damage sustained by it by reason of such temporary suspension of the work for a period mutually decided between WDRA and System Integrator. WDRA shall consider suitable compensation to the System Integrator for all the costs incurred in and during the event of suspension extending beyond the period mutually mentioned above. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the System Integrator, if written request for the same is made. In case the suspension of works lasts for a period of more than 3 months, the System Integrator shall have the right to request WDRA to pay reasonable immobilization and mobilization charges as may be consented to by WDRA.</p>
61.	16. INDEMNIFICATION & LIMITATION OF	16. INDEMNIFICATION & LIMITATION OF LIABILITY	The Clause (b) may be read now as :

Sr. No.	Section in RFP	Existing provision	Revised provision
	LIABILITY; page 28/29	<p>a) Subject to Clause 16.2 below, System Integrator (the "Indemnifying Party") undertakes to indemnify WDRA (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.</p> <p>b) If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.</p> <p>c) Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by</p> <ul style="list-style-type: none"> · Indemnified Party's misuse or modification of the Service; · Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; · Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; · Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or · information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, 	<p>b) If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any reasonable costs or damages that may be finally awarded against Indemnified Party.</p> <p>The Clause (c) may be read now as :</p> <p>Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by</p> <ul style="list-style-type: none"> · Indemnified Party's wilful misuse or modification of the Service ...

Sr. No.	Section in RFP	Existing provision	Revised provision
		<p>Indemnifying Party shall at its expense and option either</p> <ul style="list-style-type: none"> o procure the right for Indemnified Party to continue using it, o replace it with a non-infringing equivalent, o modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement. <p>d) The indemnities set out in Clause 16 shall be subject to the following conditions:</p> <ul style="list-style-type: none"> (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party I writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; 	

Sr. No.	Section in RFP	Existing provision	Revised provision
		<p>(v) all settlements of claims subject to indemnification under this Clause will:</p> <p>a. be entered into only with the consent of the Indemnified Party, which consent will</p> <p>not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and</p> <p>b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p> <p>(vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;</p> <p>(vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;</p> <p>(viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and</p> <p>(ix) if a Party makes a claim under the indemnity set out under Clause 16.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).</p> <p>e) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall</p>	

Sr. No.	Section in RFP	Existing provision	Revised provision
		<p>be the payment of direct damages only which shall in no event exceed one times the total contract value payable under this Agreement. The liability cap given under this Clause 16.3 shall not be applicable to the indemnification obligations set out in Clause 16 and breach of Clause 12.4 and 19.</p> <p>f) In no event, shall either party be liable for any consequential, incidental, indirect, special or punitive damage, losses or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 16.1) even if it has been advised of their possible existence.</p> <p>g) The allocations of liability in this Section 16 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.</p>	
62.	20. INTELLECTUAL PROPERTY RIGHTS; Page 33-34	<p>a) Products and fixes: All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. System Integrator would be responsible for arranging any licenses associated with products. "Product" means any computer code, web based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to WDRA for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds,</p>	<p>The Clause may read as:</p> <p>"Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement ("pre-existing work") shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, the System Integrator shall agree to the following:</p>

Sr. No.	Section in RFP	Existing provision	Revised provision
		<p>patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.</p> <p>b) Custom development & enhancements: Subject to the provisions of Clause 20 (c) and 20 (d) below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie with WDRA.</p> <p>c) Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the System Integrator should grant WDRA a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to WDRA as part of the service or deliverables only for its internal business operations. Under such license, either of the parties will have no right to sell the pre-existing work of the other party to a Third Party. WDRA’s license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with WDRA at the conclusion of performance of the services.</p> <p>d) Residuals: In no event, shall System Integrator be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, System Integrator shall be free to use its general knowledge,</p>	<p>(i) Provide the list of pre-existing work and the source of the pre-existing work to WDRA on request;</p> <p>(ii) Provide the original source code for the pre-existing work in escrow on request; this which will remain the sole property of the System Integrator;</p> <p>(iii) Grant WDRA a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to WDRA as part of the service or deliverables. WDRA’s license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with WDRA at the conclusion of performance of the services;</p> <p>(iv) System Integrator shall be responsible for any infringements or violations related to the use of the above license;</p> <p>(v) Modified source code with any enhancements & changes to the original source code, as part of this contract, will become the sole property of WDRA"</p>

Sr. No.	Section in RFP	Existing provision	Revised provision
		skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.	
63.	ANNEXURE G - NON-DISCLOSURE AGREEMENT; Page 66 of 66		<p>The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of such disclosure.</p> <p>This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it:</p>
64.	Volume 3 , Page 28	16. a), b), c), d), e), f), g).	<p>16. a), b), c), d), e), f), g), should be read as</p> <p>16.1, 16.2, 16.3, 16.4, 16.5, 16.6 and 16.7 respectively.</p>
65.	Additional Clauses proposed		<p>The below clauses are added</p> <p>i. Methodology, Tools and Techniques</p> <p>Tenderer will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the WDRA will need to be communicated to Tenderer in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.</p> <p>ii. Deliverables</p> <p>The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.</p> <p>Acceptance of Deliverables</p> <p>iii. Independent Relationship</p>

Sr. No.	Section in RFP	Existing provision	Revised provision
			<p>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.</p> <p>iv. Modification</p> <p>This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.</p> <p>v. Publicity</p> <p>Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.</p>
66.	Vol 1 10.4 Page 57	...Demand Draft or Pay Order or Bank Guarantee (of Nationalized Bank)..	...Demand Draft or Pay Order or Bank Guarantee (of Scheduled Bank)..

Volume 1 Clause 6.1 may read as:

1. Payment Terms & Acceptance Criteria

1.1. Payment Terms

S No	Cost component with reference to Section 1 Volume 1: Summary of Commercial Proposal	
Software Licensees		
1	Software Licenses (A1)	Component 1
Custom Development, Manpower (Stabilisation & O&M)		
2	Software development Cost (A2) + Manpower Cost (Stabilisation Phase) (B2) + Manpower Cost (O&M phase) (B3) + Any other Cost (B4)	Component 2
AMC Cost (Licenses)		
3	AMC Licenses (B1)	Component 3

S No	Milestone	Fee Payable
Milestone Based Payments		
1	<ul style="list-style-type: none"> Software Licenses 	75% on supply and Installation 25% after successful Pilot;
2	<ul style="list-style-type: none"> Acceptance of detailed Project Plan, Project Charter and deployment of manpower (D2+D3+D8-1) 	M1 = 2.5% x Component 2
2	<ul style="list-style-type: none"> Approval of Software Requirement Specifications (SRS) for functionalities to be covered under Phase 1 (D4-1) Approval of Pilot & UAT for Phase 1 (D5-1) Approval of Capacity Building Plan for Phase 1 and Conducting trainings for WDRA Users (D7-1) 	M2 = 10% x Component 2

Warehousing Development and Regulatory Authority (WDRA) – Selection of SI for providing Software for Transformation Plan of WDRA

S No	Milestone	Fee Payable
	<ul style="list-style-type: none"> Approval Data Migration Plan (D9) 	
3	<ul style="list-style-type: none"> Approval of applications ready for Go-Live for functionalities to be covered under phase 1 (D7-1) Completion of data migration (D10) 	M3 = 10% x Component 2
4	<ul style="list-style-type: none"> Approval of Software Requirement Specifications (SRS) for functionalities to be covered under Phase 2 (D4-2) Approval of Capacity Building Plan for Phase 2 and Conducting trainings for WDRA Users (D7-2) Deployment of technology platform for e-learning Approval Pilot & UAT Approval for Phase 2 (D5-2) 	M4 = 11.25% x Component 2
5	<ul style="list-style-type: none"> Approval of Report of Security Audit of IT application (D12) Approval of applications ready for Go-Live for functionalities to be covered under Phase TWO (D7-2) Deployment of e-learning 	M5 = 11.25% x Component 2
6	<ul style="list-style-type: none"> Baselining of applications (D13) Approval of consolidated documentation post baselining (D14) Approval of comprehensive exit management plan (D15) 	M6 = 5% x Component 2
Services Based Payment O&M		
7	<ul style="list-style-type: none"> Quarterly payment for 3 years Quarterly payment will start after completion of roll out of the entire application and post-stabilization period of 30 days Payments should be made after completion of the quarter after deduction of any applicable penalties based on the submission of invoice and SLA compliance report (D16) 	M8 = 4.1667% Per Quarter x Component 2
AMC Cost		
8	<ul style="list-style-type: none"> AMC cost for Licenses 	As per the T&C of the Software License Agreement

Volume 1 Clause 11.2 may read as:**2. CF-1 - Summary of Commercial Proposal**

S. No.	Description	Cost	Taxes	Total Cost= Cost + Taxes
1.	Software Licenses			A1
2.	Software Development Cost			A2
Total				A= A1+A2
3.	AMC Cost (Software Licences)			B1
4.	Manpower Cost (Stabilisation phase)			B2
5.	Manpower Cost (O&M Phase)			B3
6.	Any Other Cost (To be provided by bidder)			B4
Total				B=B1+B2+B3+B4
Grand Total				T= A+B

The bidder may choose not to quote for any specific parameter. It is not mandatory to specify costs in each of the parameters specified below. Based on the requirements of the project, the bidder can decide and quote for the parameters which may be required for their solution implementation purposes. No additional payments shall be made by the purchaser to the bidder apart from whatever is quoted in the commercial formats. The bid should be all inclusive of the taxes as applicable on the date of bid submission.

Volume 1 Clause 11.3 may read as:

2.1. CF-2: Implementation Cost Parameters

2.1.1. A1 - Software Licenses

S. No.	Software Name	License Type (User, perpetual, core etc.)	Unit Rate (in rupees) (A1.1)	Quantity(A1.2)	Total Cost (A1.3) = (A1.1 * A1.2) (in rupees)
1.	Software Name 1				
2.	Software Name 2				
3.	Software Name 3				
4.	Software Name 4				

Add lines as required.

2.1.2. A2- Software Development Cost

S. No.	Description (Module Wise)	Quantity type (Function Point, Man Month) (A2.1)	Unit Rate (in rupees) (A2.2)	Quantity(A2.3)	Total Cost A2.4 = (A2.1*A2.2*A2.3) (in rupees)
1.	Module 1				
2.	Module 2				
3.	Module 3				

Add lines as required.

2.1.3. A3 - Manpower Cost (Implementation Phase)

S. No.	Parameter	No of People (A3.1)	Man-Month Rate (A3.2) (in rupees)	Total Cost A3.3 = (A3.1* A3.2) (in rupees)
1.	Project Manager			
2.	Technical Architect			
3.	Capacity Building Expert			
4.	Functional Lead- Analytics			
5.	Functional Lead- Portal			

Add lines as required. Note that the total cost calculated here should match the total cost in the table 1.2.2 above

Volume 1 Clause 11.4 may read as:

2.2. CF-3: Post Implementation Cost Parameters

2.2.1. B1- AMC Cost (Software Licenses)

S. No.	Software Name	Year 1 (B1.1) (in rupees)	Year 2 (B1.2) (in rupees)	Year 3 (B1.3) (in rupees)	Total Cost B1.4 = (B1.1+B1.2+B1.3) (in rupees)
1.	Software Name 1				
2.	Software Name 2				

S. No.	Software Name	Year 1 (B1.1) (in rupees)	Year 2 (B1.2) (in rupees)	Year 3 (B1.3) (in rupees)	Total Cost B1.4 = (B1.1+B1.2+B1.3) (in rupees)
3.	Software Name 3				

Add lines as required.

2.2.2. B2 - Manpower Cost (Stabilisation phase)

S. No.	Parameter	No of People (B2.1)	Man-Month Rate (B2.2) (in rupees)	Duration in months (B2.3)	Total Cost B2.4 = (B2.1* B2.2 * B2.3) (in rupees)
1.	Project Manager				
2.	Technical Architect				
3.	Capacity Building Expert				
4.	Functional Lead- Analytics				
5.	Functional Lead- Portal				

Add lines as required.

2.2.3. B3 - Manpower Cost (O&M Phase)

S. No.	Parameter	No of People (B3.1)	Man-Month Rate (B3.2) (in rupees)	Deployment Duration in months (B3.3)	Per Year Cost (B3.4= B3.1*B3.2*B3.3) (in rupees)	Total for 3 Years B3.5 = (B3.4*3) (in rupees)
1.	Project Manager					

S. No.	Parameter	No of People (B3.1)	Man-Month Rate (B3.2) (in rupees)	Deployment Duration in months (B3.3)	Per Year Cost (B3.4= B3.1*B3.2*B3.3) (in rupees)	Total for 3 Years B3.5 = (B3.4*3) (in rupees)
2.	Technical Architect					
3.	Capacity Building Expert					
4.	Functional Lead-Analytics					
5.	Functional Lead-Portal					

Add lines as required.

2.2.4. B4: Any Other Cost (To be provided by bidder)

S. No.	Description	Year 1 (B4.1) (in rupees)	Year 2 (B4.2) (in rupees)	Year 3 (B4.3) (in rupees)	Total Cost B4.4= (B4.1+B4.2+B4.3) (in rupees)
1.	<Details of Components Included as Other Costs >				
2.	<Details of Components Included as Other Costs >				
3.	<Details of Components Included as Other Costs >				
4.	<Details of Components Included as Other Costs >				

Add lines as required.