RFP Reference Number : **IT-10/2021-22** Pre-bid responses held on 20-OCT-2021

Requirement : **Request for proposal (RFP) for appointment of Service Providers for availing Manpower in Software Development and Production Support for IT Automation Department of Stock Holding Corporation of India Limited**

Name of Bidder : **Equations Work IT Services Pvt Ltd**

Sr. No	Section & Clause Ref. No./Annexure No	Page No/ Pt. No	RFP text	Query	Response to query (to be left blank by Bidder)
1	4.2 Technical Criteria	17/T3	The Bidder should have Average annual turnover from IT System Implementation, Operation and Maintenance project in last three financial years (FY 2018- 19, 2019-20, 2010-21). Product Revenues will not be considered 1. More than 1000 Cr. - 10 Marks 2. More than 500 Cr. But less than or equal to 1000 Cr. - 5 Marks 3. More than or Equal to 100 Cr. But less than or equal to 500 Cr.- 2 Marks 4. Less than 100 Cr. - 0 Marks Maximum Marks - 10 Evidence -Extracts from the audited Balance sheet and Profit & Loss Account; or Certificate from the statutory auditor with duly sealed and signed	We Kindly Request SHCIL to amend the RFT text as below, "The Bidder should have Average annual turnover from IT System Implementation or Operation and Maintenance project or ITeS or Software development and related activities in last three financial years (FY 2018- 19, 2019-20,2010-21). 1. More than 10 Cr. - 10 Marks 2. More than 5 Cr. But less than or equal to 10 Cr. - 5 Marks 3. More than or Equal to 1 Cr. But less than or equal to 5 Cr.- 2 Marks 4. Less than 1 Cr. - 0 Marks Maximum Marks - 10 Evidence -Extracts from the audited Balance sheet and Profit & Loss Account; or Certificate from the statutory auditor with duly sealed and signed. Provisional Certificates from the statutory auditor with duly sealed and signed will also be accepted "	No change to Original requirements status Quo is maintained
2	4.2 Technical Criteria	17/T4	Experience of executing IT Software Development and Maintenance Experience in BFSI domain projects, execution in last 05 years (In case of ongoing project, work order issued before above mentioned cut-off date will also be considered) 2 Marks for every project delivered Work Order/Agreement Copy and Completion Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client	We Kindly Request SHCIL to amend the RFT text as below, "Experience of executing IT Software Development and/or Maintenance Experience in BFSI or any Central or any State Government or any PSU sector domain projects, execution in last 05 years (In case of ongoing project, work order issued before above mentioned cut-off date will also be considered) 2 Marks for every project delivered or ongoing Work Order/Agreement Copy and Completion Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client. In case completion certificate or on-going certificate is not available the bidder may submit certificate from the statutory auditor with duly sealed and signed on bidders letter head "	No change to Original requirements status Quo is maintained
3	4.2 Technical Criteria	17/T5	Experience in implementation and operations of India BFSI domain applications in terms of value for overall projects in the last 5 years 1 Mark for every Rs. 1 Cr.Worth of project delivered Work Order/Agreement Copy and Completion Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client.	We Kindly Request SHCIL to amend the RFT text as below, "Experience in implementation and operations of India BFSI or any Central or any State Government or any PSU sector domain applications in terms of value for overall projects in the last 5 years 1 Mark for every Rs. 10 lakhs. Worth of project delivered or on-going Work Order/Agreement Copy and/or Completion Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client. In case completion certificate or on-going certificate is not available the bidder may submit certificate from the statutory auditor with duly sealed and signed on bidders letter head "	No change to Original requirements status Quo is maintained
4	4.2 Technical Criteria	17/T6	The Bidder should have Developed/Maintained at least three D2K or J2EE or .Net based projects (each order value of Rs.50 lakhs or above in last 5 years) 2 Marks for every project delivered Work Order/Agreement Copy and Completion Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client.	We Kindly Request SHCIL to amend the RFT text as below, "The Bidder should have Developed/Maintained at least three D2K or J2EE or .Net or Php based projects (in last 5 years) 2 Marks for every project delivered on-going Work Order/Agreement Copy and/or Completion Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client. In case completion certificate or on-going certificate is not available the bidder may submit certificate from the statutory auditor with duly sealed and signed on bidders letter head "	No change to Original requirements status Quo is maintained
5	7.4 Annexure 4 – Eligibility / Technical Criteria Documentation	33/T3	The Bidder should have Average annual turnover from IT System Implementation, Operation and Maintenance project in last three financial years (FY 2018- 19, 2019-20, 2010-21). Product Revenues will not be considered	We Kindly Request SHCIL to amend the RFT text as below, "The Bidder should have Average annual turnover from IT System Implementation, Operation and Maintenance project in last three financial years (FY 2018- 19, 2019-20, 2010-21). "	It is typo error, should be read as FY 2018-19, 2019-20, 2020-21
6	7.4 Annexure 4 – Eligibility / Technical Criteria Documentation	33/T4	Experience of executing IT Software Development and Maintenance Experience in BFSI domain projects, execution in last 05 years (In case of ongoing project, work order issued before above mentioned cut-off date will also be considered)	We Kindly Request SHCIL to amend the RFT text as below, "Experience of executing IT System Implementation/Operation or Maintenance project or ITeS or Software development and related activities in last last 05 years (In case of ongoing project, work order issued before above mentioned cut-off date will also be considered) "	No change to Original requirements status Quo is maintained

Sr.No	Section Title and Clause Reference	Page No.	Clause Description	Query of ESDS/Clarification sought by ESDS	Response to query (to be left blank by Bidder)
7	7.4 Annexure 4 – Eligibility / Technical Criteria Documentation	33/T5	Experience in implementation and operations of India BFSI domain applications in terms of value for overall projects in the last 5 years	We Kindly Request SHCIL to amend the RFT text as below, "Experience in implementation and operations of India BFSI or any Central or any State Government or any PSU sector domain applications in terms of value for overall projects in the last 5 years "	OK. Accepted to include BFSI or any State / Central Government / PSU projects
8	7.4 Annexure 4 – Eligibility / Technical Criteria Documentation	33/T6	The Bidder should have Developed/Maintained at least three D2K or J2EE or .Net based projects (each order value of Rs.50 lakhs or above in last 5 years)	We Kindly Request SHCIL to amend the RFT text as below, "The Bidder should have Developed/Maintained at least three D2K or J2EE or .Net pr Php based projects in last 5 years) "	No change to Original requirements status Quo is maintained

Name of Bidder : ESDS Software Solution

Sr.No	Section Title and Clause Reference	Page No.	Clause Description	Query of ESDS/Clarification sought by ESDS	Response to query (to be left blank by Bidder)
1	4.2. Technical Criteria	Page No. 17	The Bidder should have Average annual turnover from IT System Implementation, Operation and Maintenance project in last three financial years (FY 2018- 19, 2019-20, 2010-21). Product Revenues will not be considered 1. More than 1000 Cr. - 10 Marks 2. More than 500 Cr. But less than or equal to 1000 Cr. - 5 Marks 3. More than or Equal to 100 Cr. But less than or equal to 500 Cr. - 2 Marks 4. Less than 100 Cr. - 0 Marks	We request you to please revise the clause as below, as more qualified bidders would participate and competative bids would be received "The Bidder should have Average annual turnover from IT System Implementation, Operation and Maintenance project in last three financial years (FY 2018- 19, 2019-20, 2010-21). Product Revenues will not be considered **1. More than 100 Cr. - 10 Marks** **2. More than 80 Cr. But less than or equal to 100 Cr. - 5 Marks** **3. More than or Equal to 50 Cr. But less than or equal to 80 Cr. - 2 Marks** **4. Less than 50 Cr. - 0 Marks**	No change to Original requirements status Quo is maintained
2	4.2. Technical Criteria	Page No. 17	Experience in implementation and operations of India BFSI domain applications in terms of value for overall projects in the last 5 years 1 Mark for every Rs. 1 Cr. Worth of project delivered	We request you to please revise the clause as below, as getting more than 1Cr. worth projects only in the BFSI Domain in last 5 years is difficult "Experience in implementation and operations of India**BFSI/Central/State govt./PSU** domain applications in terms of value for overall projects in the last 5 years 1 Mark for every **50 Lacs** or more Worth of project delivered"	ok for domains but not for project worth
3	4.2. Technical Criteria	Page No. 17	The Bidder should have Developed/Maintained at least three D2K or J2EE or .Net based projects (each order value of Rs.50 lakhs or above in last 5 years)	We request you to please revise the clause as below as "The Bidder should have Developed/Maintained at least three D2K or J2EE or .Net based projects or **PHP (open source)** (each order value of Rs.50 lakhs or above in last 5 years)	No change to Original requirements status Quo is maintained
4	General	General	Working days and other details	How many weekly working days will the resources need to compelte ? (Weekly hours as well)	No of Working Days are 5 days a week. Working on Saturday will depend on the project, team and business scenario in which they are working. Additional Billing may be charged appropriately based on mutual understanding between the Bidder and SHCIL. Billing will charged for number of working days in a month . One month is considered to have 22 man/working days
5	General	General	Leaves	How many leaves will the resources will have yearly excluding National Holidays ?	No Paid Leaves will be provided in a month. However, in the event of Consultant taking any leave in the month, the billing will reduced proportionately
6	General	General	Count of resources	Can you specify the exact count of resources required based on the roles ?	It is in range of 30 to 50
7	General	General		In case a new resource is required onsite, we assume the department will share the requirement for the same 4 months in advance , please clarify	No change to Original requirements status Quo is maintained
8	General	General	Infrastructure	We assume that the space for work/Infrastructure, internet connectivity will be provided by SHCIL (We understand that laptops needs to be provided by vendors)	Yes,Laptops need to be provided by vendors . It will hardend with StockHolding Policies
9	General	General		Other than laptops, does bidder needs to provide any othe hardware to the onsite resource? Please clarify	No

Name of Bidder : cloverinfotech

Sr. No.	Section & Clause Ref No.	Page No./Pt. No.	RFT Text	Query	Response to Query

SR #	Section & Clause Ref. No./Annexure No	Page No/ Pt. No	RFP text	Query	Response to query (to be left blank by Bidder)
1	3.9	Page 14, Pt. No. 1	Knowledge Transfer and take over from the existing outsourced resources or employees	Are we going to bill for these activity	Yes. Billing will start the moment is Consultant is onboarded to SHCIL
2	3.12	Page 15		Payment term Missing, Payment Term- within 30 days	Paymet will be made within 45 days on receipt of invoice
3	4.3	Page 18, Pt. No. 6	Penalty for Leaves will be based on computed Onsite Rate/Day	Please confirm base calculation for leave deduction. Also provide clarification on penalties if any	No change to Original requirements status Quo is maintained
4	5.1	Page 19, Pt. No. 7	However, indemnity would cover damages, loss or liabilities suffered by StockHolding arising out of claims made by its customers and/or regulatory authorities due to the failure of Bidder to perform its obligations	"Customer" need be deleted Also limitation of liability and no indirect liability would be required in the MSA.	Final call will be taken when issuing Purchase Order
5	6.1 & 6.2	Page No.22 Pt. No.3	All remuneration, claims, wages, insurance, dues etc. of such Consultants, etc. of the Bidder will be paid by Bidder alone and StockHolding will not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder's Consultant. The Bidder will hold StockHolding/ its successors, permitted assignees and administrators, associate, representative and its directors and officials/employees, fully indemnified and harmless from and against any or all losses or liability, claims, actions, damages, cost, expense, demands, liability, penalty or proceedings, if any, that may arise from whatsoever nature caused to StockHolding through the action of the Bidders or its employees, personnel etc. by whatever name it is called or known	We are suggesting to Add - "Provided we have assumed financials, operational or administrative responsibilities and subject to limitation of liability clause"	Final call will be taken when issuing Purchase Order
5	6.8	Page 25, Pt. No. 4	the event of a termination of the Agreement by StockHolding, the Bidder will do all such acts or deeds as may be required to fully compensate StockHolding for all expenditure incurred by StockHolding in executing or obtaining the execution of the project, till such time of termination and for any removal and/or relocation that may be required by StockHolding following such termination. StockHolding will not bear any cost or expenses or any liability in this regard	This need be specific and only advance money paid shall be refunded and no other liabilities of any nature	Final call will be taken when issuing Purchase Order
6	6.11	Page No. 28 Pt. No. 17	Penalty: StockHolding shall be entitled to impose penalty for breach of time lines, breach or loss resulting from errors in respect of Service or damage due to Software or any non-compliance in respect of service under RFP or Agreement.	In case of any penalties, it should be mutually agreed.	Final call will be taken when issuing Purchase Order
7	6.11	Page No. 28 Pt. No. 18	The penalty shall be minimum of 3 times of (i) the invoice of the period in which the error or breach identified or (ii) the cost of the Application or hardware etc. provided by the bidder whichever is higher. 2. StockHolding shall be entitled to deduct the amount of the penalty from the invoices of the Bidder. This remedy will be in addition to all other remedies available to StockHolding for recovery of the penalty amount. 3. StockHolding shall also be entitled to recover the amount of penalty from any other payment due to Bidder. 4. The penalty contemplated in this clause shall be in additional to all other losses, claims, damages etc. as may be suffered or incurred by StockHolding	In case of any penalties, it should be mutually agreed.	Final call will be taken when issuing Purchase Order

er : Extranet Technology

SR #	Section & Clause Ref. No./Annexure No	Page No/ Pt. No	RFP text	Query	Response to query (to be left blank by Bidder)

Sr. No	Section & Clause Ref. No./Annexure No	Page No/ Pt. No	RFP text	Query	Response to query (to be left blank by Bidder)
1	Section No. 3.8 General Information Clause No. 07	14	7. The Empanelled Bidder(s) are expected to provide laptops to the onboarded Consultants which will be formatted and hardened as per policy of Stockholding to provide remote access. This is an exceptional activity conducted by Stockholding in the event of ongoing COVID19 pandemic situation and a Work from Home privilege. This should not be constituted as a means of not coming to Onsite location of StockHolding under normal circumstances or when required by StockHolding and the selected Bidder(s) are expected to depute their selected personal at onsite location by default. The administrative control of the vendor's laptops lies in the hands of SHCIL. Whether remote access or working from SHCIL premises, laptops have to be provided by the vendors	We assume that, while working on on-Site/Stockholding location, Laptops/Desktop will be provided by Stockholding, *Please confirm*	Laptops need to be provided by vendors . It will hardend with StockHolding Policies
2	Section No. 4.2. Technical Criteria Clause No. T3	17	The Bidder should have Average annual turnover from IT System Implementation, Operation and Maintenance project in last three financial years (FY 2018- 19, 2019-20, 2010-21). Product Revenues will not be considered 1. More than 1000 Cr. - 10 Marks 2. More than 500 Cr. But less than or equal to 1000 Cr. - 5 Marks 3. More than or Equal to 100 Cr. But less than or equal to 500 Cr. - 2 Marks 4. Less than 100 Cr. - 0 Marks	The Turnover condition is very strict as this is an empanelment of Software Development (Providing IT Technical Manpower Services) Hence we request to kindly amend this clause as under, so that more bidders can participate: The Bidder should have Average annual turnover from IT System Implementation, Operation and Maintenance project in last three financial years (FY 2018- 19, 2019-20,2010-21). 1. More than 40 Cr. - 10 Marks 2. More than 30 Cr. But less than or equal to 40 Cr. - 5 Marks 3. More than or Equal to 20 Cr. But less than or equal to 30 Cr. - 2 Marks 4. Less than 20 Cr. - 0 Marks	No change to Original requirements status Quo is maintained
3	Section No. 4.2. Technical Criteria Clause No. T4	17	Experience of executing IT Software Development and Maintenance Experience in BFSI domain projects, execution in last 05 years (In case of ongoing project, work order issued before above mentioned cut-off date will also be considered) **2 Marks for every project delivered - 10 Marks**	The Condition for BSFI Domain is very Strict ,for participating bidders. As this an empanelment of Software development, we request to kindly allow the Experience in Govt. Domain also. We request to department kindly amend this clause as under : Experience of executing IT Software Development and Maintenance Experience in **BFSI/PSU/Gov**t. domain projects, execution in last 05 years (In case of ongoing project, work order issued before above mentioned cut-off date will also be considered)	OK
4	Section No. 4.2. Technical Criteria Clause No. T5	17	Experience in implementation and operations of India BFSI domain applications in terms of value for overall projects in the last 5 years **1 Mark for every Rs. 1 Cr. Worth of project delivered**	The Condition for BSFI Domain is very Strict ,for participating bidders. As this an empanelment of Software development, we request to kindly allow the Experience in Govt. Domain also. Please amend this clause as under: Experience in implementation and operations of India BFSI/PSU/Govt domain applications in terms of value for overall projects in the last 5 years ***2 Mark for every Rs. 1 Cr. Worth of project delivered***	OK
5	Section No. 4.2. Technical Criteria Clause No. T7	17	Any Value Added services Provided by the Bidder which can be utilized by SHCIL. E.g. Any Automation tools, frameworks etc. which assists in faster application development or aids in better maintenance work activity 2 Marks each for every Value Added Service Provided	We request to department, kindly amend this clause as under: Any Value Added services Provided by the Bidder which can be utilized by SHCIL. E.g. Any Automation tools, frameworks etc. which assists in faster application development or aids in better maintenance work activity. ***5 Marks each for every Value Added Service Provided***	No change to Original requirements status Quo is maintained
6	Section No. 4.2. Technical Criteria	16	Maximum Marks that can be allocated = 80 Cut off Marks to become eligible for Commercial Bid Opening = 70% of 80 = 56	The bidder who gets 56 marks will be technically qualified and shall be eligible for open commercial bid; the QCBS weighted: 70%*P1 + 30%*P2 is applicable on Roles / Skillset only. *Please confirm*	No change to Original requirements status Quo is maintained
7	4.3. Commercial Evaluation Model Clause No. 3	18	Year 2 will have standard escalation of 8% on Year 1 Price and Year 3 will have standard escalation of 8% on Year 2 Price for the selected Empanelled Bidder(s)	We Request the department to kindly consider on yearly escalation in commercials minimum percentage- 12% Kindly Amend this as follows; Year 2 will have standard escalation of 12% on Year 1 Price and Year 3 will have standard escalation of 12% on Year 2 Price for the selected Empanelled Bidder(s).	No change to Original requirements status Quo is maintained
8	4.3. Commercial Evaluation Model Clause No. 7	18	Resignation Notice Period would be 3 months with replacemen	The days oThe days of notice period for resignation is high, request to please provide relaxation on this and allow notice period would be 2 months (for both cases - Stock holding should also allow Notice period for resignation of 02 months).	Resignation Notice period would be 2 months with replacement

Sr. No	Section & Clause Ref. No./Annexure No	Page No/ Pt. No	RFP text	Query	Response to query (to be left blank by Bidder)

1	4.2. Technical Criteria	17 / T5	Experience in implementation and operations of India BFSI domain applications in terms of value for overall projects in the last 5 years	Due to the Confidentiality agreement signed with our customers, it would be difficult to share the Value of Projects/ Professional services. Hence, requesting you to relax the expectations on Evidence. Wherever possible, we will be producing the required evidences and for rest of the references, will be providing self declaration. Trust this is fine	No change to Original requirements status Quo is maintained
2	4.2. Technical Criteria	17 / T6	The Bidder should have Developed/Maintained at least three D2K or J2EE or .Net based projects (each order value of Rs.50 lakhs or above in last 5 years)	Due to the Confidentiality agreement signed with our customers, it would be difficult to share the Value of Projects / Professional services. Hence, requesting you to relax the expectations on Evidence. Wherever possible, we will be producing the required evidences and for rest of the references, will be providing self declaration. Trust this is fine	No change to Original requirements status Quo is maintained
3	4.2. Technical Criteria	17 / T8	Average Attrition Rate over the past 3 years	Request you to exclude this clause as the Attrion Rate is mostly driven by Market circumstances	No change to Original requirements status Quo is maintained
4	4.1. Evaluation Methodology	16 / 9	Since SHCIL intends to empanel 3 (Three) bidder(s), SHCIL will invite L2, L3, L4 bidders to price match L1 quotes in the same order of the bidder quoted the next lowest price. In the event L2 does not agree to price match L1's quotes, L3 will be given the opportunity and so on. In the event that none of the other bidders except L1 agree to price match L1's quote, then the subsequent 2 lowest bidders will be selected for empanelment.	In the case where L2 & L3 agree to match the quote of L1, what further evaluation criteria will be followed to select the candidates/vendor?	If L2 and L3 agree to match the quote of L1, then L1, L2, L3 will be the final empanelled vendors. Post acceptance from the Vendor / Bidder(s), MSA will be signed between SHCIL and Vendor/Bidder. Subsequently, resource requirements will be released for onboarding post selection/interview of the proposed Consultants
5	General	3 / 8	Bid Submission Timeline	Request you to extend the Bid submission timeline by atleast 7 working days from the current date as it's a Diwali week	OK (can be considered)
6	3.4 Expected timelines for onboarding resources	11 / 4	Candidates selected by the Company team will be onboarded to the project. StockHolding will raise the PO and the Consultant should be onboarded within 1-2 weeks of issuing the PO.	We request you increase the lead time to onboard the resources to 4 weeks atleast	No change to Original requirements status Quo is maintained
7	Clause 6.2	22 / Indemnity	The Bidder shall indemnify StockHolding, and always keep indemnified and hold StockHolding and its, personnel, officers, directors, representatives (hereinafter collectively referred to as "Personnel") harmless from and against all losses, liabilities, claims, error, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against StockHolding because of: 1. StockHolding's authorized/bona fide use of the deliverables and/or the services provided by the Bidder under the Agreement; 2. An act or omission of the Bidder, its employees, personnel and officers in the performance of the obligations of the Bidder under the Agreement; 3. Claims made by Consultants who are deployed by the Bidder, against StockHolding; 4. Breach of any of the terms of the Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under the Agreement; 5. Any or all deliverables or services infringing any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 (including its subsequent amendments) in respect of all the software or other systems supplied by them to StockHolding from whatsoever source. However, for all such	The indemnify term is very broad ,we would request for below indemnifcation clause to be considered & vendor shall be responsible for the act directly caused by vendor. Please consider the below modification. The Bidder shall indemnify StockHolding, and always keep indemnified and hold StockHolding and its, personnel, officers, directors, representatives (hereinafter collectively referred to as "Personnel") harmless from and against all losses, liabilities, claims, error, actions, costs and expenses (including attorneys' fees) relating to, resulting directly out of any claim, suit or proceeding brought against StockHolding because of services infringing any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 (including its subsequent amendments) in respect of the Services : 6. Breach of confidentiality obligations of the Bidder contained in the Agreement; and/or 7. Fraud, Negligence or wilful misconduct attributable to the Bidder, its Consultants. StockHolding will inform the Bidder of all known breaches and claims and the Bidder will be required to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by StockHolding as to the calim , loss / damages mentioned above will considred as notice to the Bidder. StockHolding will provide the Bidder with details of such demand levied by StockHolding. Bidder shall be entititled to defend such calims & Stockholding shall provide assistanc to bidder in such claims	Final call will be taken when issuing Purchase Order

8	Clause 6.3	23 / Liabilit y	Liability 1. StockHolding will be entitled to damages from the Bidder, if the Bidder breaches any of the terms, conditions or obligations of the RFP or Agreement, or any other contractual obligations. 2. In circumstances where the Bidder indemnifies StockHolding against any claims of infringement of any intellectual property rights, the Bidder will, its own expense, and in addition to any other remedies that may be available to StockHolding, promptly: a. Procure an unrestricted right for StockHolding to continue using and receiving the same; or b. Make or procure on StockHolding's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of deliverables or services or prejudice their compliance with their terms of the specifications or requirements; or c. Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements. d. If the Bidder is unable to provide any of the forgoing alternatives, StockHolding may at its own option terminate the Agreement.	Liability of the Bidder needs to be capped under this engagement . We request the bleow mentioned clause to be considered : Liability 1. StockHolding will be entitled to damages from the Bidder, if the Bidder breaches any of the terms, conditions or obligations of the RFP or Agreement, or any other contractual obligations shall be limited to the contract value. 2. In circumstances where the Bidder indemnifies StockHolding against any claims of infringement of any intellectual property rights, the Bidder will, its own expense, and in addition to any other remedies that may be available to StockHolding, promptly: a. Procure an unrestricted right for StockHolding to continue using and receiving the same; or b. Make or procure on StockHolding's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of deliverables or services or prejudice their compliance with their terms of the specifications or requirements; or c. Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements. d. If the Bidder is unable to provide any of the forgoing alternatives, StockHolding may at its own option terminate the Agreement.	Final call will be taken when issuing Purchase Order
9	Clause 6.11. 16	28 / Set off	16. Set Off: StockHolding shall be entitled to set off all or any other losses suffered or incurred or to be incurred from the amount due and payable to Bidder. This shall be in addition to all other remedies available in law to StockHolding.	We would request for removal of this caluse	No change to Original requirements status Quo is maintained
10	Clause 6.11. 17	28 / Penalty	17. Penalty: StockHolding shall be entitled to impose penalty for breach of time lines, breach or loss resulting from errors in respect of Service or damage due to Software or any non-compliance in respect of service under RFP or Agreement	Being a staffing sevices ,we suggest removal of penalty clause as there are no deliverables involved	No change to Original requirements status Quo is maintained
11	Clause 6.11.26	29 / Intellectual Property Rights	26. Intellectual Property Rights: The Bidder shall have necessary rights to provide the services upon the terms and conditions contained in this RFP. The Parties agree and acknowledge that save as expressly provided in this RFP or the Agreement, all intellectual property rights in relation to the software and documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided as part of the deliverables, developed code, configurations or the solution by the Bidder to StockHolding under the Agreement shall be assigned to StockHolding at no additional cost, whether or not the same constitutes third party intellectual property, or pre-existing intellectual property of the Bidder. The Bidder will ensure that it has sufficient rights, title and interest in the deliverables to ensure such assignment during the term of this project and, if applicable, during the Reverse Transition Period, StockHolding will grant the Bidder a right to use at no cost or charge the software licensed to StockHolding, solely for the purpose of providing the services. Configuration done on the application to meet StockHolding requirements will be solely owned by StockHolding	Please provide further clarity on rights to be asigned by bidder to customer as there are no deliverables involved .	Final call will be taken when issuing Purchase Order

| 12 | | | Non solicitation | As we are providing resources we would request the inclusion of non solicitation caluse as suggested below:

Parties agree that, unless otherwise agreed to by and between the Parties in writing, during the Term of this Agreement and for a period of two (2) years from the termination or the expiry of this Agreement, neither Party shall: (a) directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor, an employee or former employee of the other Party or (b) induce any such employee to terminate its employment with its employer. However, the Parties may agree to solicit any of the other party's employee after the payment solicitation fees to the other Party | Final call will be taken when issuing Purchase Order |