

Tender for Design & Development of HRMS for the Office of CD-MSME

S/ No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Response/Clarifications
1	9. Data Sheet 1.1/ 8	Name of the client	We understand GIZ is contracting agency for this engagement. The implementation Partner is expected to work directly with the offices of DC MSME for the project related activities. Kindly clarify the project governance mechanism particularly the responsibilities of DC MSME and GIZ on deliverable sign offs and issue resolution.	As per Section 3.8 (Other Terms & Conditions, Page 20), IP will coordinate with nodal officer nominated for this project in the office of DC MSME for all the activities and deliverables under this assignment. The end-deliverable and the achievement of final milestone should be approved by the Additional Secretary and Development Commissioner MSME, MoMSME as conditions for release of final payment.
			Will all key decision makers be available at the implementation location especially during the system requirements study phase? Will there be a dedicated core team from DC-MSME for the entire project duration to ensure all the required support needed for timely completion of the project is provided to the implementation team?	Yes , there will be a nodal officer.
2	3.1.e/ 15-16	Other compliance and certifications	The payment to the third party certification/audit and compliance has been put under the scope of IP. We request that this may be paid (if required) directly by GIZ/ DC MSME.	The same is non negotiable.
3	3.2/ 16	3.2 NIC shall be responsible for the Procurement, Installation, Commissioning & System Level Integration of hardware and other infrastructure at the DC and the DRC.	If an OEM is selected as the IP, will DC MSME/ GIZ consider the hardware/software of that OEM to be supplied as a part of the required hardware?	The decision for procurement of hardware would be taken independently by the O/o DC-MSME and the same is not dependent on the selection of the bidder for this RFP on 'Human Resource Management System for the O/o DC-MSME'
			The RFP is silent on shifting the milestones in case there is a delay in hardware procurement (being done as an independent activity through NIC). Please specify the project schedule control and change mechanism, in case of a delay in procurement of hardware by NIC.	IP will submit the project schedule with clear milestones and role and responsibilities of DC MSME in its inception report. Any change in project schedule control will have to be approved by the Nodal officer (DC MSME).
4	Section-4	Functional Requirement	The RFP has no mention on the requirements around data conversion. Pls clarify the following: 1. Will the data to be converted be readily available or will it have to be created? Is Legacy data available in electronic format? 2. How many years of Historical data needs to be converted. How many years of historical data will be readily available? 3. We assume data extraction and cleansing will be the responsibility of DC-MSME. The Implementation Partner will provide the required templates in which the data to be converted will be provided by the DC-MSME team. Pls confirm that this understanding is correct.	1. The Human Resource Profiling for the O/o DC-MSME has been recently done wherein partial data of approx 450 employees has been compiled in an electronic format. The IP will be responsible for the digitization of data while the O/o DC MSME will ensure access to clean data in manual format. 2. Number of years of historical data will vary depending on the functional module e.g for the 'Transfer Management' module, the data is to be captured since the date of joining but for the 'Learning & Development' module, the data requirements can be limited to last 5 years. This is expected to be clarified by IP during SRS. 3. Yes, but the IP will be responsible for digitization. O/o DC MSME will ensure access to clean data.
5	4/19	All the consulting team members should have a minimum 5 years of consulting experience and hold a post graduate in the relevant field of public administration, management, and economics and or sector related areas with strong analytical, writing and communications skills.	This is an HRMS implementation RFP. We propose that BE/ MCA/MBA or equivalent should also be considered as a permissible qualification.	The same is non negotiable. However IP can propose them as part of the team.

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6	7/20	Payment schedule - On the completion of a milestone and its acceptance by the respective division at office of DC-MSME, written confirmation shall be provided to the consultant who will trigger the relevant milestone payment. No payment will be processed without the acceptance of the deliverables.	The RFP is silent on interim milestones and also on the definition of go live. Please specify the interim milestones and schedule so as to enable effective resource deployment.	The bidders are requested to provide the Work Plan including sub activities and Deliverables in the technical response (Section 6, Point 5, Page 30).
7	Section-6 Para-3/ 29, 4. Eligibility criteria/ 19, Annex-I/ 35	Relevant/ similar projects	We understand referenced HRMS projects can be in Govt/ Public sector/ Private organizations with HRMS implementation as scope. Please confirm. For global projects and also for clients where NDA is signed and disclosure of project related documentary evidence is highly restricted, we request you to consider Self Declaration from Authorized Signatory as a supporting document and exempt submission of confidential details like contract value, scope of work, Purchase order etc.	The eligibility criteria (Page 19) and Annex-I (Page 35) are to be interpreted as is without any modifications. While the financial details like contract value or purchase order may be excluded, the relevant technical details such as description of assignment, HRMS modules, e-governance projects etc would be needed for technical scoring as per Annex-I.
8	Annex-1/ 35	Marks distribution	Observations - No marks against criteria - 5.1.4/ 5.2.4/ 5.3.4. Kindly confirm if these criterion bear no scores.	The criteria 5.1.4, 5.2.4 and 5.3.4 bear no scores.
9	N/A	Project schedule	Request you to provide detail schedule for comprehensive project management; activities such as data entry/ migratio of employees record, hardware availability by NIC etc.	The bidders are requested to provide the Work Plan including sub activities and Deliverables in the technical response (Section 6, Point 5, Page 30).
10	N/A	General	Will the IP be allowed to use sub-contractors in the implementation?	Please refer Section 2, Page 7, Clause 6 : Formation of Consortium for further details.
11	N/A	General	In order to provide quality and effective response, we would require some more time to work on the response/ proposal. Hence request 4 week extension on the submission date.	The same is non negotiable.
12	3/13	Scope of work	What is the geographical scope of work? How many offices of DC MSME are required to be covered? Please mention the location/locations where the implementation team will be working from. Are the implementation team consultants expected to travel to multiple locations or will they be stationed at one location only? No post go-live support has been planned for in the project. Is the IP expected to provide any handholding support post go-live? Please confirm. Should we consider MSME's employee strength as 1000 for arriving at product license requirement and any other estimations where this information might be relevant?	The geographical location for the project including system requirements study, deployment and training is New Delhi, with limited travel to few other locations. However, the IP can propose travel to other locations depending on the suggested approach and methodology. As per Section 3.3.1, Section 3.3.2 and 3.3.3 (Page 16-18) the IP shall provide support related to closure of deficiencies resulting from scheduled and unscheduled quality audits, other compliance & certifications, deployment, training, documentation related support during the agreement period of 6 months. Please refer the details in Section 3 (Page 13 onwards) for complete scope of work. As per Section 3.3.2 (Page 17), the system to cater to the following usage parameters: Handling 2000 concurrent users, Four sessions per user, Data for each application submitted by the users is limited to maximum 1 MB.

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13	3.2/16	Deployment at NIC - sizing of infrastructure	It says the IP shall provide the configuration, specifications and quantity for required servers, storage devices, firewalls, routers etc. including OEM support for the agreement period. The agreement period is only six months for this project. What is the expected OEM support?	The support expected from OEM depends on the available procurement options and other terms and conditions. The IP is expected to analyse the several procurement options and provide suitable advice related to the sizing of infrastructure while the final decision on procurement would be taken by O/o DC-MSME.
14	Pg 18 Section 3.3	Training	From the RFP, we understand that the Implementation Partner will be required to prepare a systematic training plan and will impart the training to approx 50 team members of DC-MSME. These 50 team members will inturn provide the training to the remaining population. Pls confirm that is understanding is correct.	The same is correct.
15	pg 13	Design and develop a Human resource management system to facilitate effective management of employees (estimated 1000 max)	The RFP states that the key project objective is to develop an HRMS system for all employees estimated at 1000 max. 1. Does this count include retired employees/contract workers or only regular active employees? 2. Are retired employees to be included as part of the scope of HRMS implementation? If yes then what would be the approx count of retired employees? 3. Are there any contract workers that need to be included as part of the HRMS project scope? If yes, what would be the count? 4. Please provide the projected employee and retirees strength for the next 10 years.	As per Section 3.3.2 (Page 17), the system to cater to the following usage parameters: Handling 2000 concurrent users, Four sessions per user, Data for each application submitted by the users is limited to maximum 1 MB.
16	4/16	Functional Requirement	1. The requirements specified here are more of private sector requirements. We expect that the office of DC MSME will require more of Government functionalities for HRMS. Please provide the scope for the same and the corresponding functional requirements. Is there a separate addendum which lists the details? 2. What is the legacy system currently in used for various modules listed in the functional requirements? 3. Are there any interfaces required to be built to third party systems for payment of reimbursements, salary etc? How many such interfaces will be required and to which systems? 4. How many reports will be required to be built?	1. The design of HRMS for the O/o DC MSME will be as per the government functioning and requirements, however all the modules specified in RFP (Section 4, Page 21 onwards) are expected to be covered - the identification of the detailed requirements for all the modules will be done by IP during SRS. 2. Mostly manual processes - the data is maintained in digital format for only a few modules 3. The Salary and Reimbursement for the O/o DC MSME , New Delhi is handled by the Pay and Accounts Division , Minsitry of MSME . For the MSME Development Institutes, the budget is allocated by the HQs while the salary and reimbursement are handled by the respective offices. Details to be verified during SRS. 4. The HRMS should be designed to generate customized reports as per the requirements of DC MSME.
17	Section 3.2: Provisioning/ 16	Infrastructure Level: IP	Is IP expected to provide these services, or would they be under NIC scope.	As per Section 3.3.2 (Page 16), NIC shall be responsible for the Procurement, Installation, Commissioning & System Level Integration of hardware and other infrastructure at the DC and the DRC. As per Page 17, executing the provisioning advice (as provided by IP) is the responsibility of NIC.
18	Section 3.2: Uptime Guarantee/ 17	Monitoring of uptime and Scalability	Monitoring is typically done by team doing steady state infra management. As per RFP Both NIC and IP will be owners, normally single point of accountability is required to commit to SLA/availability. Hence we would like to clarify this again. Is Infrastructure Mgmt on steady state basis in IP scope or in NIC scope ?	As per the details given in Section 3.3.2 on Page 17, Uptime guarantee of the network and hardware is the responsibility of only NIC while the Monitoring of uptime and scalability is to be done by IP during the assignment period and of NIC subsequently.

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19	Section 3.2 / 16	Provisioning of Networking equipments	Will this be NIC responsibility ? Who will provision new network infrastructure for this project, will this be done by NIC only, or IP is expected to provision this?	As per Section 3.3.2 (Page 16), NIC shall be responsible for the Procurement, Installation, Commissioning & System Level Integration of hardware and other infrastructure at the DC and the DRC (including the network infrastructure)
20	Section 5: (xi)/ 28	Cloud enabled	What is the Private Cloud Orchestration platform being considered by NIC ? The Name/version of this Cloud platform would be required to check compatibility of suggested devices w.r.t being cloud enabled.	The same can be checked at https://cloud.gov.in/
21	9. Data Sheet, 3.2, Page 8	Data Sheet	If possible kindly provide the project plan activity wise/ timeline, milestones and also any possibility for increase the calendar-months.	The bidders are requested to provide the Work Plan including sub activities and Deliverables in the technical response (Section 6, Point 5, Page 30). The total duration of project is 6 months from the date of signing of the contract.
22	Section 3.1, Page 12	Background/Context	Please provide the Technology details of existing Applications and also confirm that the integration is require for said application or not.	Integration /migration to new platform (HRMS) is required. Technology details to be studied during SRS.
23	Section 3.1, Page 13	Background/Context, point 1	Kindly confirm all the 1000 employees going to utilize the HRMS and no of concurrent users for proposed application.	As per Section 3.3.2 (Page 17), the system to cater to the following usage parameters: Handling 2000 concurrent users, Four sessions per user, Data for each application submitted by the users is limited to maximum 1 MB.
24	Section 3.1, Page 13	Background/Context, point 3	Please define the scope of centralized database system, which needs to be maintained by IP.	Part of the scope of SRS
25	Section 3.1, Page 15	System Implementation, d) Audit	Kindly confirm who will borne the cost of Third Party Audit.	Please refer Section 3.3.1 (Point D) on Page 15 and 16 to know the agencies who will be responsible for bearing the cost of audits.
26	Section 3.2, Page 16	Deployment at NIC	Please confirm that bidder only need to provide the sizing/BOM to Department to run the application and the Procurement of same will carried by department /NIC and will be commissioned by NIC at their data centre. Pls confirm whether bidder only needs to provide only application support.	As per Section 3.3.2 (Page 16), NIC shall be responsible for the Procurement, Installation, Commissioning & System Level Integration of hardware and other infrastructure at the DC and the DRC
27	Section 3.2, Page 16	Deployment at NIC	Is there any preferred choice of Technology on which NIC would like to host the proposed application.	As per the details given in Section 3.3.1 (Point b, Page 14) and Section 5 (Point i), the system must be designed following open standards, to the extent feasible in order to provide for good inter-operability with multiple platforms and avoid any lock-in with a technology or a technology provider.
28	Section 3.2, Page 18	Deployment at NIC	Please define the scope of IP/bidder for Service Level for Infrastructure.	As per Section 3.3.2 (Page 18), the IP is responsible for only the monitoring of the service levels for infrastructure
29	Section 5, Page 19	Duration	Please define is there any support/AMC require after 6 months. If yes please define the scope of same.	The project duration is only for 6 months.
30	Section 5, Page 24	Guiding principles for the HRMS, Open Standards Based:	Please confirm department is looking for open source based solution.	As per the details given in Section 3.3.1 (Point b, Page 14) and Section 5 (Point i), the system must be designed following open standards, to the extent feasible in order to provide for good inter-operability with multiple platforms and avoid any lock-in with a technology or a technology provider.
31	-	-	As per RFP document, no EMD or cost of tender document is mentioned. Please confirm	The tender for 'Human Resources Management System (HRMS) for the O/o DC-MSME, MoMSME' is available free of cost and there is no EMD requirement.
32	-	-	As per RFP, it is required to entertain a security audit agency before go-live. Please let us know the payments to this agency will be paid by DC -MSME or not.	Please refer Section 3.3.1 (Point D) on Page 15 and 16 to know the agencies who will be responsible for bearing the cost of audits.

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33	-	-	MSME have many locations in operations with a strength of around 1000 staff. Whether the requirement study to be conducted only in DELHI or vendor has to visit other places too.	The System Requirement Study would primarily be done in Delhi with limited travel to few other locations. However, the IP can propose travel to other locations depending on the suggested approach and methodology.
34	-	-	Similarly , can we arrange the training to users at DELHI only or some other places too	As per Section 3.3.3- "Unless otherwise informed by the DC-MSME, the training location shall be the office of the DC-MSME at New Delhi."
35	-	-	How the salary processing scheduled? whether the salary processing is to be done at one central location or few more locations too. Can we process the salary at central locations and enable stake holders users to access the reports and slips through web.	The field institutions (MSME DIs etc) of O/o DC-MSME manage the salary processing of their respective offices on their own.
36	-	-	Since leave entry is the main transnational input , do you expect any online leave submission facility with multilevel verification and approval?	As per Section 4: Functional Requirements (Page 21 and 22), leave management is included as an intended functional module in the HRMS.
37	-	-		
38	-	-	Would the tax calculations be from the date of deployment or for the entire Financial Year?	As per Section 2.9, DataSheet, Clause 3.5, Page 9 Service tax will be applicable as per prevailing tax law in India.
39	-	-	What is the expected number of users?	As per Section 3.3.2 (Page 17), the system to cater to the following usage parameters: Handling 2000 concurrent users, Four sessions per user, Data for each application submitted by the users is limited to maximum 1 MB.
40	-	-	What is the expected concurrency?	As per Section 3.3.2 (Page 17), the system to cater to the following usage parameters: Handling 2000 concurrent users, Four sessions per user, Data for each application submitted by the users is limited to maximum 1 MB.
41	-	-	How much data storage per user?	As per Section 3.3.2 (Page 17), the system to cater to the following usage parameters: Handling 2000 concurrent users, Four sessions per user, Data for each application submitted by the users is limited to maximum 1 MB.
42	-	-	What is the expected annual increase in a) no. of users, b) data storage per user ?	As per Section 3.3.2 (Page 17), the system to cater to the following usage parameters: Handling 2000 concurrent users, Four sessions per user, Data for each application submitted by the users is limited to maximum 1 MB.
43	-	-	What are the technologies/platforms/infrastructure being used by MSME currently?	To be studied and defined by IP during SRS
44	-	-	For any integrations, do the existing systems have web services or APIs?	
45	-	-	Is mobility extension required at any stage?	
46	-	-	Please specify mode of monitoring (remote/onsite) for database, Uptime monitoring & period for the same expected by IP ?	The mode of monitoring is expected to be onsite for project duration i.e. 6 months.
47	-	-	Please specify technology to be used for smooth integration with proposed national portal of DC-MSME.	The National Portal will be designed on the same guiding principles as listed in Section 5 of RFP for the HRMS
48	-	-	Will the consultant without Post Graduation but with required experience & technical/functional skillset be considered ?	The same is non negotiable. However IP can propose them as part of the team.
49	-	-	Regarding IP Rights- In the case of third party products suggested - Only non-exclusive right to use the software will be available. Kindly confirm	As per the details given in Section 3.3.1 (Point b, Page 14) and Section 5 (Point i), the system must be designed following open
50	-	-	Regarding IP Rights- In the case of department specific customizations, can we provide full rights to customized code only	

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51	-	-	Regarding IP Rights- Source code for department specific customizations will be available and not for the base third party product.	
Observation on General terms of Contract governing Contracts with Appraisers/ Firms of Consultants (local) - Document name: GTCC_CC_Local.doc				
52	1.3/1	1.3 Observance of Project Arrangements The Appraiser/Firm of Consultants undertakes to observe the arrangements under international law between the Federal Republic of Germany and the country of assignment and, where applicable, the arrangement on project implementation between the project executing agency and the GIZ.	Kindly clarify the requirement of application of international laws of India and Germany, since the contract will be between Legal entities incorporated in India, i.e successful bidder and GIZ India.	The GIZ, a wholly owned enterprise of the Government of Germany operates in India under a framework agreement between the Government of Germany and Government of India. The framework agreement and its subordinated project agreements and arrangements are governed by the provisions of International Law. The bid document pursuant to a subordinated project agreement is likewise subject to the Project Agreement and its governing law i.e. International law.
53	1.4/1	1.4 Discretion and Comments vis-à-vis Third Parties	We suggest confidentiality clause to be mutual and request modification as follows: Each party shall maintain as confidential all information received from the other party that is identified as confidential at the time of disclosure (Confidential Information). Confidential Information shall not include information that is independently developed by recipient or is in public knowledge or is already in the possession of the recipient or is received by receiving party from a third party. If receiving party is required to disclose Confidential Information due to a legal requirement, it shall provide prompt notice of the same to disclosing party. Confidentiality obligation shall survive for a period of two years from date of initial disclosure. Each party shall comply with the applicable export and import laws and regulations.	The General Terms of Contract apply to the contract. Confidentiality clause as proposed is less rigorous than in the General Terms and the language as per General Terms may be retained.
54	1.4/1	1.4 Discretion and Comments vis-à-vis Third Parties Para -2 "The Appraiser/Firm of Consultants shall refrain from making any comments which might be construed by third parties as an undertaking to make further contributions within the framework of Technical Cooperation between the Federal Republic of Germany and the country of assignment."	We seek clarity on this clause and request clarification on the need of this clause in the contract.	The contributions of the German Government and the Indian Government are set out in the Framework Agreement - the clause seeks to guide the Consultant not to make any statement/comment/action that may lead any third party to consider it as an undertaking by the German Government or the Indian Government or the GIZ to make any contributions over and above the committed contributions under the Framework Agreement and the subordinated project agreements/arrangements.
55	1.5/1	1.5 Conduct in the Country of Assignment/Regulations of the Country of Assignment	Kindly clarify how the frontier crossing regulations are applicable for this contract. Further we wish to clarify that our organization will follow the laws, rules and regulations that are applicable to it as a provider of information technology services.	This is all that the clause seeks - that Consultant will comply with and not violate all applicable laws and regulations in India which is the Country of Assignment
56	1.7/1	1.7 Code of Conduct	Request termination to be as per Clause 8 Termination	The General Terms and Conditions of GIZ contracts are standardized, non-negotiable and not subject to any modification/additions
57	1.8/1	1.8 Passing on of Personal Data by the GIZ	We wishes to clarify that there is no involvement of personal data in the current scope of services. Hence request removal of this clause	The General Terms and Conditions of GIZ contracts are standardized, non-negotiable and not subject to any modification/additions

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58	3/1	3. Rights of Use/Documentation on Work Results	<p>We request modification to Rights of Use/Documentation on Work Results as follows: Nothing in this Contract affects the intellectual property rights of the parties that are in existence on or before the Effective Date of this Contract.</p> <p>Implementation partner (IP) or third parties will own the copyright in all Materials created under the Contract ("Implementation partner (IP) Materials"). Implementation partner (IP) grants GIZ an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within GIZ's enterprise only) copies of Implementation partner (IP) Materials solely for the purposes for which they were delivered.</p> <p>"Materials" means literary works or other works of authorship such as programs, program listing, programming tools, documentation, reports, drawings, etc. that Implementation partner (IP) may deliver to GIZ as part of the Services. The term 'Materials' does not include licensed program products available under respective implementation partner's license agreements.</p> <p>We request you to replace the clause 3.6 with the following: If a third party claims that Deliverable Materials Implementation partner (IP) provides to GIZ infringe that third party's patent or copyright, Implementation partner (IP) will defend GIZ against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by Implementation partner (IP), provided that GIZ (1) promptly notifies Implementation partner (IP) in writing of the claim; and (2) allows Implementation partner (IP) to control, and cooperate with Implementation partner (IP) in, the defense and any related settlement negotiations. If such a claim is made or appears likely to be made, GIZ agrees to permit Implementation partner (IP) to enable GIZ to continue to use the Deliverable Materials, or to modify them, or replace them with Deliverable Materials that are at least functionally equivalent. If Implementation partner (IP) determines that none of these alternatives is reasonably available, GIZ agrees to return the Deliverable Materials to Implementation partner (IP) as</p>	The General Terms and Conditions of GIZ contracts are standardized, non-negotiable and not subject to any modification/additions
59	5/2	5. Keeping of Documents	We request removal of this clause.	The General Terms and Conditions of GIZ contracts are standardized, non-negotiable and not subject to any modification/additions
60	7/2	7. Obligation to Provide Information	We request removal of following sentence under clause 7: "At the request of the GIZ, the Appraiser/Firm of Consultants shall also furnish information to the German Federal Ministry for Economic Cooperation and Development (BMZ) and other persons or organisations commissioned by the GIZ, and enable the same to carry out inspections."	The General Terms and Conditions of GIZ contracts are standardized, non-negotiable and not subject to any modification/additions

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61	8/2	8. Termination	<p>We request replacement of clauses from 8.1 to 8.3 with the following: "Either party may terminate the contract, with thirty days prior written notice, if the other party has committed a material breach of the contract and if such breach has not been cured during the notice period. GIZ shall pay Implementation partner (IP) for all products and services provided up to the effective date of termination."</p> <p>We request modification to the clause 8.4 as follows: The GIZ is entitled to terminate the Contract immediately in accordance with this Section 8.1 if a court of competent jurisdiction has adjudicated that, the Appraiser/Firm of Consultants or one of its employees gives or offers a gift or other benefit to a GIZ staff member, a family member of a GIZ staff member, or any other person associated with the staff member in connection with the award or execution of the Contract. The same applies if, a court of competent jurisdiction has adjudicated that, the Appraiser/Firm of Consultants or one of their employees accepts gifts or other benefits from third parties in connection with the execution of the Contract.</p>	The General Terms and Conditions of GIZ contracts are standardized, non-negotiable and not subject to any modification/additions
62	14/3	14. Contractual Penalty	We wish to clarify that, the penalty shall be for the reasons solely and directly attributable to Implementation partner (IP) and it shall be GIZ's sole and exclusive remedy under this Contract for failing to meet the deadlines. The aggregate of all penalties shall be 5% of the total contract value.	The General Terms and Conditions of GIZ contracts are standardized, non-negotiable and not subject to any modification/additions
63	15/3	15. Liability	<p>We suggest modification to liability clause as follows:</p> <p>Notwithstanding anything stated to the contrary in the Contract and regardless of the nature of claim, Implementation partner (IP)'s aggregate liability for direct damages under this Contract shall not exceed the charges paid by GIZ to Implementation partner (IP) for the individual product or service that is the subject of claim (if recurring, twelve months charges apply). This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which Implementation partner (IP) is legally liable. The Implementation partner (IP) shall in no event be liable for indirect, consequential, incidental or special damages, loss of/damage to, data and third party claims, even if Implementation partner (IP) has been advised of possibility of such damages.</p>	The General Terms and Conditions of GIZ contracts are standardized, non-negotiable and not subject to any modification/additions
64	16/3	16. Applicable Law/Place of Jurisdiction	<p>We request replacement of the clause as follows as the contract is executed in India and the parties are Indian entities.</p> <p>The Contract shall be governed by the laws India. The courts of Bangalore shall have exclusive supervisory jurisdiction over the matters arising out of this contract. Disputes arising out of this Contract shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto). Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue of arbitration shall be Bangalore, India. Subject to the above, this Contract shall be subject to the jurisdiction of the courts of Bangalore, India.</p>	The General Terms and Conditions of GIZ contracts are standardized, non-negotiable and not subject to any modification/additions

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65	Additional Clauses/Addi	Additional Clauses to be included in the Contract	<p>Force Majeure A party will be excused from all of its obligations (except for payment obligations) under this Contract to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party. If the delay or failure continues for more than thirty (30) days, either party may terminate this Contract in whole or in part, upon notice to the other party.</p> <p>Required Consents If GIZ is making available to Implementation partner (IP) any facilities, software, hardware or other resources in connection with our performance of Services, GIZ agrees to obtain any licenses or approvals related to these resources that may be necessary for Implementation partner (IP) to perform the Services and develop Materials. Implementation partner (IP) will be relieved of its obligations that are adversely affected by GIZ's failure to promptly obtain such licenses or approvals. GIZ agrees to reimburse Implementation partner (IP) for any reasonable costs and other amounts that Implementation partner (IP) may incur from GIZ's failure to obtain these licenses or approvals.</p>	Tender does not allow for inclusions in the General Conditions during the pre bid stage