

| S. No. | Page No. | Section Point No.                   | RFP Clause                              | Remarks  | IIITB Response  |
|--------|----------|-------------------------------------|---|--|---|
| 1      |          | <b>Eligibility / Qualification</b>  | Eligibility Criteria – Bangalore Office | The RFP requires the bidder to have operations in Bangalore. We kindly request confirmation of our understanding that compliance may be met either through an existing operational setup in Bangalore or through an undertaking/commitment to establish and deliver development and implementation services from a Bangalore office in the event of award of contract. | Bidder Should have Office Setup in Bangalore and all the resources being billed under this project must be working from their Bangalore office              |
| 2      |          | <b>Eligibility / Qualification</b>  | Eligibility Criteria – Past Experience  | Please confirm whether credentials from group companies, subsidiaries, or parent entities will be accepted since consortiums are not allowed.  | May be accepted if the company name with which the bid submitted meets all eligibility criteria, and the submitted credentials are relevant to this project |
| 3      |          | <b>IP / Source Code / Ownership</b> | Scope of Work – All Components          | Please clarify whether the bidder will receive full access to existing source code, architecture, DevOps pipelines, and backend APIs for enhancement work. Without access confirmation, accurate delivery planning is not possible.  | Access will be provided as needed for delivery  |
| 4      |          | <b>IP / Source Code / Ownership</b> | Contractual Terms                       | Please confirm ownership of new source code, enhancements, documentation, and IP. Will all source code be transferred to IIITB/NIMHANS, or does the bidder retain any rights?  | Source Code is not owned by Bidder. And Bidder is not supposed to share the Source code of this project for any purpose outside the scope of this project   |
| 5      |          | <b>Delivery / Schedule Risk</b>     | Requirement & UX Ownership with IIITB   | Since requirements and UX are owned by IIITB, please clarify the level of documentation expected (BRD, SRS, user stories). Any delay in requirement finalization may impact sprint planning. How will delays from IIITB be handled contractually?  | FIGMA and Requirements will be provided by IIITB. The sprint will be planned for the requirements which are clear to deliver.                               |

| S. No. | Page No. | Section Point No.               | RFP Clause                               | Remarks   | IIITB Response  |
|--------|----------|---------------------------------|--|---|---|
|        |          |                                 |  |   | Minimum documentation/JIRA update with Use case details required will be provided by IIITB. Delay's due to IIITB responsible areas will be excluded from SLA deviation                                |
| 6      |          | <b>Delivery / Schedule Risk</b> | Multiple New Components                  | The RFP includes several modules with undefined scope (PRANA enhancements, ABDM milestones, new portals, new solution components). Please request detailed functional specifications or confirm whether time & material change-request mechanism will be permitted. | All the documentation and requirements will be shared with the bidder at the time of execution of the project as required.  |
| 7      |          | <b>Commercial Exposure</b>      | Payments linked to GOI fund availability | Payments are subject to receipt of funds from Ministry. Please confirm whether payments will still be honored within 60 days even if Ministry disbursement is delayed.  | Generally the payments will be done within 60 days from Invoice date. However there may be cases of delay in receiving funds from Ministry. In such cases the delay in clearing Invoices is expected. |
| 8      |          | <b>Commercial Exposure</b>      | 3-Year Contract Duration                 | Please clarify whether annual price indexation (CPI/WPI) is allowed, or if resource rates are to remain fixed for 3 years.  | Resource rates are fixed for 3 years  |
| 9      |          | <b>Commercial Exposure</b>      | Infrastructure Responsibility            | The RFP does not clarify responsibility for environments (Dev, QA, UAT, Staging, Production), cloud hosting, DevOps tools, or security tools. Please confirm which infra elements vendor must provision and which IIITB will provide.                               | The cost of environment is not in the scope of Bidder. However Bidder has to take care of the Laptops and other infra (specific to  |

| S. No. | Page No. | Section Point No.                        | RFP Clause                       | Remarks   | IIITB Response   |
|--------|----------|--|----------------------------------|---|--|
|        |          |  |                                  |   | Bidder's internal processes) required for the day to day operations and delivery of the project objectives                 |
| 10     |          | <b>Commercial Exposure</b>               | Licenses for Third-Party Tools   | Multiple software tools (BI, CMS, analytics, DevOps, testing tools) are mentioned. Please clarify which licenses are provided by IIITB and which the bidder is expected to procure.                     | License for any tools proposed by bidder will be purchased by IIITB if it is justified by bidder                           |
| 11     |          | <b>Delivery Impact</b>                   | Existing IVR and Video Platforms | Please specify current IVR and video platforms and availability of API documentation. Without these details, effort estimation for integration and redesign is not possible.                            | Required Documentation of thirdparty applications will be provided as needed well in advance                               |
| 12     |          | <b>Delivery Impact</b>                   | ABDM Integration Scope           | ABDM milestones are referenced but not defined. Please confirm specific ABDM components milestones required for integration.  | This will be included as part of Sprint planning   |
| 13     |          | <b>Delivery Impact</b>                   | Release Cadence & Sprint Plan    | The RFP lists only half-yearly program timelines but no Sprint/Release cadence. Please clarify expected frequency of releases (weekly, fortnightly, monthly) to calculate manpower deployment and cost. | Expected to release every month with agreed features/enhancement. And patch releases will be planned as needed             |
| 14     |          | <b>Scope Ambiguity Affecting Costing</b> | PRANA Portal Enhancements        | No functional scope is provided for PRANA enhancements. Please share functional specifications or confirm whether estimation will be based on T&M/CR basis.   | T&M  |
| 15     |          | <b>Scope Ambiguity Affecting Costing</b> | New Solution Components          | The RFP states that "any other IT services" may be required. Please specify cap, mechanism, or governance model to avoid uncontrolled scope expansion.  | Scope is open-ended. However, planned activities will take into account existing plans and available bandwidth of the team |

| S. No. | Page No. | Section Point No.                          | RFP Clause                     | Remarks   | IIITB Response   |
|--------|----------|--|--------------------------------|---|--|
| 16     |          | <b>Data Access &amp; Security</b>          | Access to Production-like Data | If production access is not permitted, please confirm whether masked datasets or a staging replica will be provided to ensure debugging and performance testing are feasible.               | Pre-Prod environment will be created and access will be provided as needed   |
| 17     |          | <b>Environment Setup</b>                   | Number of Environments         | Please confirm the number of environments required (Dev, QA, UAT, Staging, Pre-Prod, Prod) and who is responsible for creation, maintenance, and monitoring.                                | IIITB will provision all required Infra. Its bidders responsibility to maintain and monitor  |
| 18     |          | <b>Training &amp; Onboarding</b>           | IVR User Training Collaterals  | Please clarify whether IIITB/NIMHANS will provide existing training materials or if vendor must create them entirely from scratch. This affects costing.                                    | IIITB will provide the training material available as of now. Any changes further for the User guides, Training material will be Bidders responsibility. Any additional costs, once approved, will be covered by IIITB |
| 19     |          | <b>Interoperability with State Systems</b> | National E-Manas Scaling       | Please clarify whether vendor is responsible for any data migration or state-to-national platform mapping as E-Manas scales nationally.   | Bidders is responsible for data migration as and when needed   |
| 20     |          | <b>Qualification Impact</b>                | Security Certifications        | Eligibility mentions ISO 27001 & ISO 9001. Please confirm if equivalent certifications (SOC2, CMMI, etc.) are acceptable.   | No changes to the criteria mentioned in RFP  |
| 21     |          | <b>Qualification Impact</b>                | Team Deployment Model          | Please confirm whether remote development is allowed or if all development must be performed from Bangalore office.   | Only from your Bangalore Office  |
| 22     |          | <b>IP Transfer</b>                         | Handover at Contract End       | Please confirm whether full source code, documentation, environment scripts, CI/CD pipelines, and third-party integration keys must be handed over at contract closure, and in what format. | Yes, all of these should be available to IIITB throughout the contract period  |

| S. No. | Page No. | Section Point No.                       | RFP Clause  | Remarks  | IIITB Response  |
|--------|----------|---|---|--|---|
| 23     |          | <b>Commercial/Delivery</b>              | Penalty Limits & Applicability  | The RFP has penalties capped monthly. Please confirm if penalties apply cumulatively across all SLAs each month or individually per SLA metric.  | Each metric SLA deviation penalty is capped to 10% and Overall Penalty is also capped to 10% for that month   |
| 24     |          | <b>Scope of Work</b>                    | Infrastructure Responsibility   | Please confirm that the bidder is not expected to supply cloud/hosting infrastructure, telephony platforms, third-party SDKs/APIs or platform support services under this RFP.   | Bidder is not expected to Supply  |
| 25     |          | <b>Commercial Model</b>                 | License or subscription fees, if applicable                                       | The commercial model refers to “License or subscription fees, if applicable.” Since the scope and quantity of third-party licenses, SDKs, APIs or subscription components cannot be reliably estimated at this preliminary stage, we kindly request that any such items, if required during the course of the project, will be procured and provisioned directly by IIITB, so that bidders may limit their commercials to development and support services without making assumptions on future licensing costs. | Yes, all required licenses and subscriptions, as approved by IIITB, will be covered by IIITB  |
| 26     |          | <b>Payment Terms</b>                    | Opex & Capex spilt  | The RFP states that payment will be released within 60 days of submission of a valid invoice. We request IIITB if they can quantify or indicate the expected milestone for invoicing like T&M component can be monthly invoicing while CAPEX component (License or Subscription fees or other capex items) to be invoiced on 50% advance and 50% on supply.  | Monthly Invoice may be submitted for the on-boarded resources as per the rate card. Payment realization is subject to Time sheet and SLA deviations approval by IIITB |
| 27     | 12       | 2.1 Scope of Work – Solution Components | This IVR platform has been launched on 10-Oct-22 using a commercial IVR platform. | 1. Kindly provide details of the existing IVR platform, the provider, number of licenses.<br>2. Do you already have the licenses and will retain it?   | This is not part of scope of this RFP   |

| S. No. | Page No. | Section Point No.                       | RFP Clause  | Remarks   | IIITB Response   |
|--------|----------|---|---|---|--|
|        |          |   |   | 3. Are you open to switching to any other IVR platform?   |  |
| 28     | 12       | 2.1 Scope of Work – Solution Components | <ul style="list-style-type: none"> <li>- Developing collaterals for training the IVR Users across States and Union Territories</li> <li>- Level 2 and 3 Support for IVR Users across States and Union Territories</li> </ul>    | Please elaborate who are the IVR users, their count and role in the platform. What kind of L2, L3 support is envisaged for them?  | <p>IVR users include staff at the TMCs and MIs, including counsellors, Psychiatrists, coordinators, and administrators. Current count is around 400.</p> <p>IIITB provides L1 support. Bidder's team to provide L2 and L3 support, including issue analysis, providing workarounds. and implementing patches/enhancements as relevant, as per SLA for support issues</p> |
| 29     | 12       | 2.1 Scope of Work – Solution Components | <p>Video-consultation platform:<br/>The existing Tele-MANAS platform supports video consultations between mental health professionals, and beneficiaries</p> <p>Enhancing existing video consultation service and work flow</p> | <ol style="list-style-type: none"> <li>1. Kindly provide details of the existing VC platform features, the provider, number of licenses.</li> <li>2. Do you already have the licenses and will retain it?</li> <li>3. Are you open to switching to any other platform?</li> </ol> | Currently OpenSource Video services platform is used. Bidder may propose change with justification for IIITB approval  |

| S. No. | Page No. | Section Point No.                       | RFP Clause  | Remarks  | IIITB Response  |
|--------|----------|---|---|--|---|
| 30     | 13       | 2.1 Scope of Work – Solution Components | Maintenance and support services for Tele-MANAS web and mobile app  | 1. Kindly provide details of the technology stack & features of the existing mobile app.<br>2. Are you open to switching to any other platform?<br>3. What are the languages currently supported?                | Please refer to RFP   |
| 31     | 13       | 2.1 Scope of Work – Solution Components | Potentially incorporating AI capabilities like chat bot (The development of the AI engines themselves are out of the scope of this RFP).                    | Please clarify if bidders should explore third-party AI engines, and if so, which ones are pre-approved.   | Please refer to RFP   |
| 32     | 13       | 2.1 Scope of Work – Solution Components | Leveraging the Karnataka E-Manas platform to build a National E-Manas platform  | 1. Kindly provide details of the technology stack & features of the existing Karnataka E-Manas platform<br>2. Are you open to switching to any other platform?<br>3. What are the languages currently supported? | Please refer to RFP   |
| 33     | 13       | 2.1 Scope of Work – Solution Components | Enhancement and maintenance of PRANA portal   | 1. Kindly provide details of the technology stack & features of the existing PRANA portal<br>2. Are you open to switching to any other platform?<br>3. What are the languages currently supported?               | Please refer to RFP   |
| 34     | 13       | 2.1 Scope of Work – Solution Components | Development of portal to collate and maintain repository of mental health facilities across india with user hierarchy structure and access control          | 1. Is this going to be a separate new portal, or part of an existing one?<br>2. Whether IIITB will provide the dataset of mental health facilities or the end users are expected to enter it manually?           | Its a new Portal.<br>Detailed requirements for this portal will be shared as needed |
| 35     | 19       | 4.1 Objective of the Evaluation Process | An overall QCBS score will be computed for Bidders who qualify for Stage 3, and the successful Bidder will be selected based on the ranking of QCBS scores. | Weightage for technical vs. commercial evaluation is not specified. Please confirm scoring methodology.  | Please refer to RFP   |

| S. No. | Page No. | Section Point No.   | RFP Clause  | Remarks   | IIITB Response  |
|--------|----------|---|---|---|---|
| 36     | 20       | 4.2 Stage 1 – Evaluation of Eligibility Criteria                                      | The Bidder Company must have NASSCOM membership.  | <p>We have been past members of NASSCOM and our current membership is in the process of renewal, request you to amend the evaluation criteria as follows-</p> <p>"The Bidder Company must have NASSCOM membership <b><i>or has been a NASSCOM member in the past. In case under renew, a self-declaration along with the past membership details to be provided.</i></b>"</p> | Bidder should have Valid NASSCOM membership at the time of submitting the bid |
| 37     | 20       | Point 10  | Bidder should have operations in Bangalore, and the team should deliver development and implementation services from their Bangalore office | <p>Request to amend the clause requiring the bidder to open a support office in Bangalore within 2 months of award of work order.</p> <p>We request that the bidder may operate from their Head Office or existing Bangalore Support Office for development and implementation activities, while adhering strictly to the SLA timelines.</p>                                  | Strictly followed as per criteria mentioned in RFP                            |
| 38     | 23       | 4.3.6 Staffing capabilities   | IIITB would also interview the key resources of the shortlisted bidder before they confirmation of the awarding of the Project.             | Request you to confirm if online video call interviews shall also be acceptable.  | It is feasible  |
| 39     | 23, 54   | <p>4.4 Stage 3 - Commercial Bid Evaluation</p> <p>Annexure 9: Commercial Bid Form</p> | Commercial Bid Form   | The roles mentioned in the table are not in sync with the roles mentioned in the commercial bid form, request you to kindly clarify.  | Please refer to Our website for revised Annexure-9                            |



| S. No. | Page No. | Section Point No.                        | RFP Clause  | Remarks   | IIITB Response   |
|--------|----------|--|---|---|--|
| 40     | 25       | 6.1 Payment terms                        | The payments to the selected bidder will be made within 60 Days from the date of receipt of a valid invoice after adjusting for penalty (if any), and subject to receipt of sufficient funds from the Ministry. | Payment milestones are not detailed. Please clarify whether payments are linked to deliverables, timelines, or monthly effort.                              | Monthly Invoicing for the on-boarded resources subject to time sheets approval   |
| 41     | 64       | 9.14.2 Overview of Tele-MANAS Initiative | This platform will have a federated enterprise architecture towards facilitating the tele-mental health operations across the hub (NIMHANS) and spokes (facilities across states and union territories).        | Kindly clarify the number of hubs and spokes expected to be part of the platform.   | Apex Nodal Institute :<br>NIMHANS<br>5 Regional Coordinating Centers (RCC)<br>23 Mentoring Institutions<br>53 State/ UT Tele MANAS Cells<br><br>More such centers may be set up as decided by the Ministry/NIMHANS |
| 42     |          | General                                  | General   | Please clarify the cloud hosting requirements of the solution - where is it currently hosted and who will be responsible for the hosting - Bidder or IIITB? | IIITB will provision all required Infra. Its bidders responsibility to maintain and monitor  |
| 43     |          | General                                  | General   | Please confirm that for integration with any internal/external health applications the APIs shall be provided to the bidder by IIITB                        | Yes  |
| 44     |          | General                                  | General   | Please confirm that any gateway services such as payment, SMS, Email shall be provided to the bidder by IIITB.  | IIITB will provide as needed   |
| 45     |          | General                                  | General   | What is the telecom infrastructure available for the current IVR system, are SIP lines available?   | IVR system and telecom is out of scope of this RFP   |

| S. No. | Page No. | Section Point No.   | RFP Clause                          | Remarks   | IITB Response   |
|--------|----------|---|-------------------------------------|---|---|
| 46     |          | General   | General                             | Is the project for a fixed time period (3 years) or for monthly services?   | This RFP is for selecting suitable vendor for next three years. Please refer to RFP for Contract Entry and exit clauses   |
| 47     |          | General   | General                             | Request for clarity on the Technical Evaluation criteria. The current marking system appears to be subjective and may favour a particular bidder. We request that marks be assigned based on objective and measurable parameters such as:<br><br>- Relevant project experience<br>- Number of work orders executed<br>- User volumes handled<br>- Certifications (e.g., CMMI Level 5)<br>- Number of years of company existence | Objective mechanisms will be used in the evaluation   |
| 48     | 17       | Section 3.1 – Technical Solution; Section 2 – Scope of Work | General                             | Clarify adherence to current Tele-MANAS architecture, tech stack, and tools.  | Bidder may propose changes with Justification. IITB will be the final approval authority for any changes  |
| 49     | 17       | Section 3.1(a) – Representative Technologies                | Overview of Tele-MANAS ICT Platform | Can bidders propose alternative technologies/frameworks/tools?  | Bidder may propose changes with Justification. IITB will be the final approval authority for any changes  |
| 50     | 12       | Section 2.1 & 2.2 – Solution Components & Deployment        | Overview of Tele-MANAS ICT Platform | Is use of cloud-managed services permitted?   | Yes as needed. However, user/caller and other sensitive data is not to be shared with 3rd party platforms or applications without explicit approvals and agreements |
| 51     | 13       | Section 2.1(vii) – ABDM Integration                         | Overview of Tele-MANAS ICT Platform | Specify scope of ABDM integration required.   | Will be shared in advance to sprint planning  |

| S. No. | Page No. | Section Point No.                                | RFP Clause                          | Remarks   | IIITB Response   |
|--------|----------|--|-------------------------------------|---|--|
| 52     | 12       | General Scope Clarification                      | Overview of Tele-MANAS ICT Platform | Confirm cloud infrastructure setup/maintenance is out of scope.   | IIITB will provision all required Infra. Its bidders responsibility to maintain and monitor                |
| 53     | 14       | Section 2.2 – Development & Maintenance Services | Overview of Tele-MANAS ICT Platform | Is there a formal Change Request approval process?  | Yes as needed  |
| 54     | 22       | Technical Architecture – Existing Platform       | Overview of Tele-MANAS ICT Platform | Confirm whether existing architecture is microservices or monolithic.   | Microservices  |
| 55     | 56       | Cloud Infrastructure – Hosting Details           | Overview of Tele-MANAS ICT Platform | Clarify current cloud provider and plans for NIC/MeitY cloud migration.   | AWS cloud is used. Open to migrate to other cloud providers as needed, or as directed by government policy |
| 56     | 12       | Section 2.1(ii) – Video Consultation Platform    | Overview of Tele-MANAS ICT Platform | Clarify expected approach for enhancing the video-consultation platform.  | Bidder may propose change with Justification. IIITB will review and approve as needed                      |
| 57     | 21       | 4.3 Stage 2 – Evaluation of Technical Bid        | Relevant Experience                 | <p>We request IIITB, in alignment with GFR Rule 173 and Rule 175, to ensure that the technical evaluation criteria are clear, measurable, and unambiguous. In this context, we propose the adoption of the following consolidated scoring structure to objectively assess and appropriately weigh up the experience of bidders in delivering large-scale health sector projects for government clients:</p> <p>No. of Relevant Projects (Health Sector with Value more than <math>\geq</math> ₹5 Cr, Executed for Government)</p> <ul style="list-style-type: none"> <li>· 4 or more projects = 25 Marks</li> <li>· 3 projects = 20 Marks</li> <li>· 2 Projects = 15 Marks</li> <li>· &lt;2 Projects = 0 Marks</li> </ul> | Objective mechanisms will be used in the evaluation. Published RFP holds good                              |

| S. No. | Page No. | Section Point No.                                | RFP Clause                                       | Remarks   | IIITB Response  |
|--------|----------|--|--|---|---|
| 58     | 21       | 4.3 Stage 2 – Evaluation of Technical Bid        | Quality and Completeness of Solution Proposed    | <p>We request IIITB, in alignment with GFR Rule 173 and Rule 175, to ensure that the technical evaluation criteria are clear, measurable, and unambiguous. In this context, we propose the adoption of the following consolidated scoring structure to objectively assess and appropriately weigh the Quality and Completeness of the Proposed Solution. The suggested scoring structure is as follows:</p> <p>Quality Rating Marks<br/>           Very Good 30<br/>           Good 24<br/>           Satisfactory 18<br/>           Unsatisfactory 0</p> | Objective mechanisms will be used in the evaluation. Published RFP holds good |
| 59     | 21       | 4.3 Stage 2 – Evaluation of Technical Bid        | Proposed Process and Methodology                 | <p>We request IIITB, in alignment with GFR Rule 173 and Rule 175, to ensure that the technical evaluation criteria are clear, measurable, and unambiguous. In this context, we propose the adoption of the following consolidated scoring structure to objectively assess and appropriately weigh the Proposed Process and Methodology. The suggested scoring structure is as follows:</p> <p>Quality Rating Marks<br/>           Very Good 20<br/>           Good 15<br/>           Satisfactory 12<br/>           Unsatisfactory 0</p>                  | Objective mechanisms will be used in the evaluation. Published RFP holds good |
| 60     | 20       | 4.2 Stage 1 – Evaluation of Eligibility Criteria | The Bidder Company must have NASSCOM membership. | We further suggest including CMMI certification as part of the eligibility or evaluation criteria, in addition to the existing requirement that “The Bidder Company   | No change in criteria from that published in RFP                              |

| S. No. | Page No. | Section Point No.                  | RFP Clause   | Remarks   | IIITB Response   |
|--------|----------|------------------------------------|--|---|--|
|        |          |                                    |  | must have NASSCOM membership.”  |  |
| 61     | 12       | 2.1 (Voice-based teleconsultation) | IVR platform   | Which IVR platform is currently in use? the current platform used is Omnichannel or multichannel solution?  | Not in scope of this RFP   |
| 62     | 12       | 2.1 (Voice-based teleconsultation) | Scope includes IVR UI upgrade and workflow integration | What is the nature of expected enhancements in the IVR platform? Can we propose a redesign of call flows or a new solution for better UX?   | Not in scope of this RFP   |
| 63     | 12       | 2.1 (Voice-based teleconsultation) | Voice-based teleconsultation across States and UTs     | What is the expected daily/monthly call volume and peak concurrent call load (busy hour traffic)? Are there seasonal or campaign-driven spikes?   | Around 5000 calls per day Vs Planned capacity of 30k<br>Average of 250-300 counsellors logged in at peak periods – provisioned for ~400.<br>Required licenses in place |
| 64     | 12       | 2.1 (Voice-based teleconsultation) | Coverage across States and UTs                         | How many States/UTs will be covered? How many agents/counsellors per state? Will agents work from centralized hubs or distributed locations? Expected growth in agent count over 1–3 years? | All states/UTs are covered, with about 400 agents overall. Agents work from centralized hubs (53 across the country). Some modest growth of agents expected            |

| S. No. | Page No. | Section Point No.                  | RFP Clause                         | Remarks  | IIITB Response   |
|--------|----------|------------------------------------|------------------------------------|--|--|
| 65     | 12       | 2.1 (Voice-based teleconsultation) | Language and operating hours       | What are the IVR language requirements (regional languages, English, Hindi)? Is speech recognition (ASR) and NLU with Voice Bots expected or only DTMF navigation? If ASR, what accuracy benchmarks apply? | Not in scope of this RFP   |
| 66     | 12       | 2.1 (Voice-based teleconsultation) | Current IVR menu and routing logic | Please share the current call flow (IVR menu, routing logic) and escalation levels (counsellor → psychiatrist → emergency).  | Routing is based on VLR location of the caller<br>Call will land to Counsellor and may be escalated to Psychiatrist              |
| 67     | 12       | 2.1 (Voice-based teleconsultation) | Integration and data handling      | Will IVR need to capture caller information and push it to Tele-MANAS workflows in real time? If yes, please share data schema and API specifications.   | APIs are already integrated with IVR system and is functional from October 2022  |
| 68     | 12       | 2.1 (Voice-based teleconsultation) | External system integration        | Are there any integration points with external systems (CRM, ticketing, E-Manas) that IVR must support? If Yes, Confirm protocols.   | API based integration as needed  |
| 69     | 12       | 2.1 (Voice-based teleconsultation) | Security and compliance            | What are the security requirements for IVR data (call recordings, logs)? Should recordings be encrypted at rest and in transit? What is the retention period for call logs and recordings?                 | Not in scope of this RFP. Calls are not recorded as per current program policy. Privacy Policy (published on Tele MANAS website) |

| S. No. | Page No. | Section Point No.              | RFP Clause                        | Remarks  | IIITB Response   |
|--------|----------|--------------------------------|-----------------------------------|--|--|
|        |          |                                |                                   |  | defines retention period et  |
| 70     | 16       | 2.6 (Monitoring and Reporting) | Reporting and dashboards          | What reports are needed (SLA, call volume, agent performance)? Any dashboard requirements for state-level monitoring? Frequency of reporting (daily, weekly, monthly)? | Will be shared as needed   |
| 71     | 14       | 2.2 (Maintenance and Support)  | L2/L3 support for IVR users       | For L2/L3 support of IVR users, what is the current or expected ticket volume, support Window, and coordination model with state teams?                                | Currently, about 20 tickets a week. IIITB will handle L1 and coordination with states. L1 support available 9am to 6pm |
| 72     | 14       | 2.2 (Maintenance and Support)  | Upgrades and patching             | In case of On Premise model, Will the vendor be responsible for IVR platform upgrades, patching, and capacity scaling, or only application-level changes?              | Only application changes, and coordination with IVR vendors as needed  |
| 73     | 12       | 2.1(ii)                        | Current Platform                  | Could you confirm the video consultation platform(s) currently in use?   | Open Source JITS   |
| 74     | 12       | 2.1(ii)                        | Multiple Platforms                | Do you anticipate multiple video platforms being used simultaneously across different States and Union Territories?  | No. These are centralized solutions, common to all states  |
| 75     | 12       | 2.1(ii)                        | Bandwidth Requirements            | Are there any minimum bandwidth requirements or assumptions for video consultations?   | Yes, details can be provided as needed. Not relevant to RFP response   |
| 76     | 12       | 2.1(ii)                        | Flexibility in Platform Selection | Will bidders have the flexibility to propose an alternative video platform?  | Yes, but needs to be justified and will be   |

| S. No. | Page No. | Section Point No. | RFP Clause                | Remarks  | IIITB Response  |
|--------|----------|-------------------|---------------------------|--|---|
|        |          |                   |                           |  | worked into plans if appropriate  |
| 77     | 12       | 2.1(ii)           | PSTN/SIP Bridging         | Is PSTN/SIP bridging required to enable hybrid access or fallback options?   | No - not in scope of RFP  |
| 78     | 12       | 2.1(ii)           | Scope of Enhancements     | What is the expected scope of enhancements? Is there an opportunity to reimagine the user experience and underlying technology stack?  | Suggestions for improvement are encouraged, but any changes need to be justified                |
| 79     | 12       | 2.1(ii)           | Security Standards        | Are there any mandated security standards, such as end-to-end encryption or compliance with frameworks like HIPAA?   | All reasonable security related technical safeguards are expected. HIPAA compliance not planned |
| 80     | 12       | 2.1(ii)           | Language Support          | Is multi-language support required for the video interface and notifications?  | Yes   |
| 81     | 12       | 2.1(ii)           | Scalability Expectations  | What are the scalability targets in terms of concurrent sessions and peak load handling?   | This will be evaluated on an ongoing basis as usage increases                                   |
| 82     | 12       | 2.1(ii)           | AI Roadmap                | Is there an AI roadmap envisioned for the video consultation platform (e.g., intelligent triage, transcription, or analytics)?   | Yes, will be detailed as needed   |
| 83     | 12       | 2.1(ii)           | Reporting Automation      | Are there any KPIs defined?  | Multiple KPIs of the program are already in place and being tracked                             |
| 84     | 12       | 2.1(ii)           | Access to Patient History | Will doctors have access to patients' historical information during video consultations? Including medical conditions such as heart condition or which medication they are on etc., are they captured by the doc into the system ? | Doctors have access to patient history as recorded in Tele MANAS. With ABDM integration,        |



| S. No. | Page No. | Section Point No. | RFP Clause                          | Remarks  | IIITB Response  |
|--------|----------|-------------------|-------------------------------------|--|---|
|        |          |                   |                                     |  | access to external records expected                           |
| 85     | 12       | 2.1(ii)           | Consent Management                  | Is a consent-based mechanism required for initiating and recording consultations?  | Yes   |
| 86     | 12       | 2.1(ii)           | Identify Validation                 | Should the platform include validation mechanisms to ensure the doctor and patient identities match certified records?   | Validation mechanisms being evolved                           |
| 87     | 12       | 2.1(ii)           | Prescription capability             | Considering e-Sanjeevani supports prescription functionality, do you foresee enabling prescription of medicines (e.g., for stress management) through this platform? | Prescriptions already available during video consultations    |
| 88     | 12       | 2.1(ii)           | Follow-Up scheduling                | Will the platform need to support scheduling of follow-up consultations, including routine or recurring sessions for specific patients?                              | Yes, to a limited extent. Some scenarios are already in place |
| 89     | 12       | 2.1(ii)           | Patient categorization and workflow | Do you plan to categorize patients post-consultation (e.g., red/yellow/green risk levels) and initiate workflows based on these categories?                          | Yes, potential enhanceent                                     |
| 90     | 12       | 2.1(ii)           | Impact measurement/Closing the loop | How do we logically conclude a session helped the patient or not ?   | Currently, this is a judgement of counsellor/doctor           |
| 91     | 12       | 2.1(ii)           | Impact measurement/Closing the loop | Do we see recommending the patient to a rehab center ?   | Yes, PRANA portal extension supports such capabilities        |
| 92     | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App    | What is the scope for reimagining the application in terms of user experience and functionality?   | Can be considered, but not a priority                         |
| 93     | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App    | Beyond the features currently available in the Play Store version, what roadmap or additional capabilities are envisioned for the application?                       | Will be shared as needed                                      |

| S. No. | Page No. | Section Point No. | RFP Clause                       | Remarks   | IIITB Response   |
|--------|----------|-------------------|----------------------------------|---|--|
| 94     | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App | Is an iOS version also required alongside the Android application?  | Already available in iOS   |
| 95     | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App | What is the current authentication mechanism, and are there plans to enhance it?  | Currently no authentication in the mobile app                                  |
| 96     | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App | Do you intend to onboard users into the application? If yes, will onboarding include integration with ABDM and creation of Health IDs?      | Yes, on the roadmap  |
| 97     | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App | The current application does not create patient profiles. Do you foresee introducing this functionality?                                    | Not planned currently  |
| 98     | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App | The existing application does not link call data with mobile usage data. Do you anticipate merging these data streams for unified insights? | Maintaining anonymity of callers is important. Minimal linking/merging planned |
| 99     | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App | What is the process for onboarding doctors? Is MRN verification required, or will doctors be onboarded by State authorities?                | Onboarded by states  |
| 100    | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App | Should the application include telemetry to analyze user engagement and time spent on various features?                                     | Some telemetry already in place  |
| 101    | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App | If prescriptions or guided therapies are suggested by doctors, should these flow into the patient's health record system?                   | Yes  |
| 102    | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App | Do you envision proactive outreach to users through the application (e.g., reminders, alerts, wellness tips)?                               | Not currently planned  |
| 103    | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App | Will each State provide differentiated services to its users through the application?   | No. These are centralized solutions, common to all states                      |
| 104    | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App | Do you foresee enabling campaigns, group interactions, or community engagement features within the app?                                     | Not in current plans   |

| S. No. | Page No. | Section Point No. | RFP Clause   | Remarks  | IIITB Response  |
|--------|----------|-------------------|--|--|---|
| 105    | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App   | where is the app hosted?   | AWS   |
| 106    | 13       | 2.1(iii)          | Scope of Work – Web & Mobile App   | Is there a requirement to cloud on govt cloud only or AWS or Azure is ok ? Provide the current Cloud services details  | AWS is currently used. No specific plans for moving to other services |
| 107    | 35       | 8.7               | Payment Schedule   | What is the payment milestone ?  | Payments against monthly invoices                                     |
| 108    | 21       | 4.3               | Stage 2 – Evaluation of Technical Bid  | How many credentials is required   | Please provide as many as needed to support bid                       |
| 109    | 15       | 2.5               | <p>i. Bidder is expected to incorporate high standards of quality in all its deliverables, well-defined and published quality assurance processes, tracking mechanisms and continuous improvement plans</p> <p>ii. To ensure Service Quality, IIITB or its other authorized program stakeholders, at its discretion, may conduct regular as well as random audits in in-person or remote mode</p> <p>iii. Bidder to provide access to personnel designated by IIITB for doing UAT or any other validations for the changes being implemented before roll-outs</p> <p>iv. Bidder to monitor and generate reports including those required for cross-verification of SLAs and related payments</p> | <p>i. Bidder is expected to incorporate high standards of quality in all its deliverables, well-defined and published quality assurance processes, tracking mechanisms and continuous improvement plans</p> <p>ii. To ensure Service Quality, IIITB or its other authorized program stakeholders, at its discretion, may conduct regular as well as random audits related to the Services in in-person or remote mode. <u>Such audits shall be conducted at the cost of IIITB, upon issuance of a reasonable prior written notice of not less than 10 business days and shall not be conducted more than once per year. IIITB shall not have the right to audit Bidder's internal costs, margins, expenses, third party costs, internal audit information or any data related to other IIITBs</u></p> <p>iii. Bidder to provide access to personnel designated by IIITB for doing UAT or any other validations for the changes being implemented before roll-outs</p> <p>iv. Bidder to monitor and generate reports including those required for cross-verification of SLAs and related payments</p> | RFP Holds Good and no negotiation on RFP clauses                      |

| S. No. | Page No. | Section Point No. | RFP Clause  | Remarks   | IIITB Response                                   |
|--------|----------|-------------------|---|---|--|
| 110    | 16       |                   | <p>Transition and Exit Management</p> <p>i. At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to Bidder's scope of work, the bidder needs to ensure a smooth transition to new agency/vendorBidder</p> <p>ii. All risks during transition stage shall be properly documented by Bidder and mitigation measures shall be planned in advance so as to ensure smooth transition without any service disruption.</p> <p>iii. The transition plan along with period shall be mutually agreed between Bidder and IIITB and/or its designated agency when the situation occurs. Bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition.</p> | <p>Transition and Exit Management</p> <p>i. At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to Bidder's scope of work, the bidder needs to ensure a smooth transition to new agency/<del>vendor</del>Bidder</p> <p>ii. All risks during transition stage shall be properly documented by Bidder and mitigation measures shall be planned in advance so as to ensure smooth transition without any service disruption.</p> <p>iii. The transition plan along with period shall be mutually agreed between Bidder and IIITB and/or its designated agency when the situation occurs. Bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition.</p>  | RFP Holds Good and no negotiation on RFP clauses |
| 111    | 25       | 6.1               | <p>Payment terms</p> <p>The payments to the selected bidder will be made within 60 Days from the date of receipt of a valid invoice after adjusting for penalty (if any), and subject to receipt of sufficient funds from the Ministry.</p>   | <p>Payment terms-</p> <p>The payments to the selected bidder will be made within 6030 Days from the date of receipt of a valid invoice <b>after adjusting for penalty (if any), and subject to receipt of sufficient funds from the Ministry.</b> MISSING Invoices shall be paid within thirty (30) days of IIITB's receipt of the invoice. In the event IIITB's payments are not paid when due under this Agreement, such amounts shall bear interest at a rate equal to the lower of: (i) twelve percent (12%) per annum for the period commencing on the due date until the same are paid in full; and (ii) the maximum amount permitted by Applicable Law. Such interest shall be payable on demand.</p> <p>The rates shall be valid for a period of one (1) year from the Effective Date of the Agreement. The parties agree to negotiate a rate revision at the latest by the first anniversary date from the date of last rate revision based on CPI of each country and if the parties fail to negotiate a rate revision by the anniversary date, the rates shall be increased by three percent (3%) at onsite and five percent</p> | RFP Holds Good and no negotiation on RFP clauses |

| S. No. | Page No. | Section Point No. | RFP Clause  | Remarks   | IIITB Response                                   |
|--------|----------|-------------------|---|---|--|
|        |          |                   |   | (5%) at offshore over the prevailing rates. The new rates shall be effective as of the first day of the first calendar month after the anniversary date.  |  |
| 112    | 25       | 6.2               | The selected <del>vendor</del> Bidder shall be required to adhere to the SLA targets outlined in this document. Any deviation from the agreed performance thresholds will attract penalties as specified in the SLA table below. The intent of these SLAs and penalties is not punitive, but to ensure that services are delivered with the expected reliability, responsiveness, and quality standards that are critical to the Tele-MANAS platform. | The selected <del>vendor</del> Bidder shall be required to adhere to the SLA <del>agreed between both the parties targets outlined in this document.</del> Any deviation from <del>the agreed</del> performance thresholds <u>agreed between the parties</u> will attract penalties as specified in the SLA table below. The intent of these SLAs and penalties is not punitive, but to ensure that services are delivered with the expected reliability, responsiveness, and quality standards that are critical to the Tele-MANAS platform. | RFP Holds Good and no negotiation on RFP clauses |

| S. No. | Page No.     | Section Point No. | RFP Clause  | Remarks   | IIITB Response                                   |
|--------|--------------|-------------------|---|---|--|
| 113    | 26<br>(Note) | 6.2               | Note : • Total penalties in any month will be capped to 10% of the total monthly invoice. • The <del>vendor</del> Bidder shall be required to submit monthly SLA compliance reports for review by IIIT Bangalore along with Invoice. • Repeated SLA breaches (3 consecutive months) will trigger a Performance Review and Corrective Action Plan. • Persistent non-compliance may lead to contract termination as per the agreement terms. • All delays from schedule are measured in Calander weeks for purposes of schedule adherence and penalties. • The SLA metrics included in this RFP are indicative and represent the minimum expected service levels. A comprehensive and detailed list of SLAs along with clearly defined measurement criteria and corresponding penalties for each deviation will be finalized and incorporated at the time of contract signing with the selected bidder. | Note : • Total penalties in any month will be capped to <del>10</del> % of the <u>affected milestone amount</u> <del>total monthly invoice</del> and the total penalty under the Agreement shall not exceed 10% of the affected milestone amount. • The <del>vendor</del> Bidder shall be required to submit monthly SLA compliance reports for review by IIIT Bangalore along with Invoice. • Repeated SLA breaches (3 consecutive months) will trigger a Performance Review and Corrective Action Plan. • Persistent non-compliance may lead to contract termination as per the agreement terms. • All delays <u>that are solely attributable to Bidder</u> from schedule are measured in Calander weeks for purposes of schedule adherence and penalties. • The SLA metrics included in this RFP are indicative and represent the minimum expected service levels. A comprehensive and detailed list of SLAs along with clearly defined measurement criteria and corresponding penalties for each deviation will be finalized and incorporated at the time of contract signing with the selected bidder. | RFP Holds Good and no negotiation on RFP clauses |
| 114    | 31           | 7.1               | Precedence of Documents -<br>If there is any discrepancy, the hard copy of the Bid document shall be treated as final in case of any discrepancy with the soft copy. These terms and conditions will prevail over any further terms that the Bidder may include in its response or otherwise provide to IIITB, and any such further terms will be of no force or effect.  | If there is any discrepancy, the hard copy of the Bid document shall be treated as final in case of any discrepancy with the soft copy. These terms and conditions <u>with the terms Bidder may include in its response or otherwise provide to IIITB</u> will prevail <del>over any further terms that the Bidder may include in its response or otherwise provide to IIITB, and any such further terms will be of no force or effect</del> <u>over the terms and conditions of this Bid.</u>  | RFP Holds Good and no negotiation on RFP clauses |

| S. No. | Page No. | Section Point No. | RFP Clause   | Remarks   | IIITB Response                                   |
|--------|----------|-------------------|--|---|--|
| 115    | 34       | 8.9               | <p>Delay in Bidder's Performance</p> <p>Any unexcused delay by the Bidder in the performance of his implementation/service/other obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of his Performance security, imposition of liquidated damages, and/ or termination of the Contract for default. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely implementation of the Solution and/or performance of services, the Bidder shall promptly notify IIITB in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery/installation/implementation date. IIITB shall evaluate the situation after receipt of the Bidder's notice and may at their discretion extend the Bidder's time for delivery/installation/implementation, in which case the extension shall be ratified by the parties by amendment of the Contract. If the Bidder's request for delay in the implementation of the Solution and performance of services is not found acceptable to IIITB, the above mentioned clause will be invoked</p> | <p>Any unexcused delay by the Bidder in the performance of his implementation/service/other obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of his Performance security, imposition of liquidated damages, and/ or termination of the Contract for default solely by Bidder. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely implementation of the Solution and/or performance of services, the Bidder shall promptly notify IIITB in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery/installation/implementation date. IIITB shall evaluate the situation after receipt of the Bidder's notice and may at their discretion extend the Bidder's time for delivery/installation/implementation, in which case the extension shall be ratified by the parties by amendment of the Contract. If the Bidder's request for delay in the implementation of the Solution and performance of services is not found acceptable to IIITB, the above mentioned clause will be invoked</p> <p><u>Bidder shall not be liable for any delay in performance of Services or any breach of the Agreement to the extent such delay or breach results from or is attributable to (i) delay on the part of IITB in providing any facilities, hardware, software or information as applicable, (ii) any defect in IIITB's operation or expected functionality or capability or (iii) any dependencies or assumptions in the applicable statement of work not been met. IIITB shall cooperate with Bidder, including by making available management decisions, information, approvals and acceptances, and access to IIITB personnel, as reasonably requested by Bidder so Bidder may accomplish its obligations and responsibilities under this Agreement.</u></p> | RFP Holds Good and no negotiation on RFP clauses |

| S. No.              | Page No. | Section Point No. | RFP Clause   | Remarks   | IIITB Response                                   |
|---------------------|----------|-------------------|--|---|--|
| <a href="#">116</a> | 36       | 8.14              | <p>Indemnity</p> <p>The Bidder's should indemnify IIITB (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: a) Non-compliance of the Bidder with Laws/Governmental requirements b) IP infringement c) Negligence and misconduct of the Bidder, its employees, and FTEs Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by IIITB arising out of claims made by its customer IIITBs and/or regulatory authorities.</p> | <p><del>The Bidder's</del> Each party should indemnify <del>the other party</del> <del>IIITB</del> (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <p>a) Non-compliance of the <del>parties</del> <del>Bidder</del> with <u>Applicable Laws/Governmental requirements</u></p> <p>b) <u>third party</u> IP infringement</p> <p><u>Bidder shall have sole control and authority over the defense and/or settlement of such a claim, suit or action, including the right, at its sole discretion to (i) procure for IIITB the right to use the infringing deliverable, (ii) replace the infringing deliverable with a non-infringing, functionally equivalent one, (iii) suitably modify the infringing deliverable so that it is non-infringing, or (iv) accept return of the infringing deliverable and refund a pro-rata portion (based on a five-year straight line depreciation commencing upon delivery) of any fees paid by IIITB to Bidder with respect to such deliverable. The indemnity is conditional upon IIITB giving Bidder prompt written notice of, and cooperating with Bidder in connection with, the defense of any such claim, suit or action, including appeals and negotiations. This indemnity shall not extend to any claim of infringement to the extent resulting from: (i) IIITB's specifications, (ii) third party software, where the Bidder's use of such software has been in accordance with relevant licensing terms (iii) modification of the deliverables unless made by Bidder (iv) use or incorporation of the deliverables in a manner for which</u></p> | RFP Holds Good and no negotiation on RFP clauses |



| S. No. | Page No. | Section Point No. | RFP Clause            | Remarks  | IIITB Response |
|--------|----------|-------------------|-----------------------|--|----------------|
|        |          |                   |                       | <p><u>they were not designed; or (v) use or combination of the deliverables with items not provided by Bidder</u></p> <p>c) <u>Gross Negligence where Gross Negligence means a willful or reckless disregard for the need to exercise reasonable care, resulting in significant and unforeseeable harm; but does not include ordinary errors, mistakes or mere negligence. and misconduct</u> of the <u>parties</u><del>Bidder, its employees, and FTEs</del></p> <p>-</p> <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.</p> <p><del>However, indemnity would cover damages, loss or liabilities suffered by IIITB arising out of claims made by its customer IIITBs and/or regulatory authorities.</del></p> |                |
| 117    | 36       | 8.15              | Inspection of records |  |                |

| S. No. | Page No. | Section Point No. | RFP Clause   | Remarks  | IIITB Response                                   |
|--------|----------|-------------------|--|--|--|
|        |          |                   | All Bidder records with respect to any matters covered by this RFP shall be made available to IIITB or its designees at any time during normal business hours, as often as IIITB deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. IIITB would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to IIITB, which would be used by IIITB. The cost of the audit will be borne by IIITB. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for IIITB shall also be subject to Regulator/IIITB inspection. | All Bidder records with respect to any matters covered by this RFP shall be made available to IIITB or its designees at any time during normal business hours, <del>as often as IIITB deems necessary</del> , to audit, examine, and make excerpts or transcripts of all relevant data, <u>upon issuance of a reasonable prior written notice of not less than 10 business days and shall not be conducted more than once per year</u> . Said records are subject to examination. IIITB would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to IIITB, which would be used by IIITB. The cost of the audit will be borne by IIITB. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for IIITB shall also be subject to Regulator/IIITB inspection. <u>IIITB shall not have the right to audit Bidder's internal costs, margins, expenses, third party costs, internal audit information or any data related to other IIITBs</u> | RFP Holds Good and no negotiation on RFP clauses |
| 118    | 36       | 8.16              | Publicity<br><br>Any publicity related to this project by the Bidder in which the name of IIITB, NIMHANS or government department or agency is to be used, should be done only with the explicit written permission from IIITB.  | Any publicity related to this project by the Bidder in which the name of IIITB, NIMHANS or government department or agency is to be used, should be done only with the explicit written permission from IIITB, <u>which shall not be unreasonably withheld</u> .   | RFP Holds Good and no negotiation on RFP clauses |
| 119    | 37       | 8.18              | Penalties on Non Compliance of SLA   | IIITB expects the Bidder to provide uninterrupted services to IIITB. Inability of the Bidder to either ensure readiness of the services as per specifications within defined timelines or to meet the service levels as specified in RFP shall be treated as breach of Contract and would invoke the penalty clause.   | RFP Holds Good and no negotiation on RFP clauses |

| S. No. | Page No. | Section Point No. | RFP Clause   | Remarks  | IIITB Response                                   |
|--------|----------|-------------------|--|--|--|
|        |          |                   | <p>IITB expects the Bidder to provide uninterrupted services to IIITB. Inability of the Bidder to either ensure readiness of the services as per specifications within defined timelines or to meet the service levels as specified in RFP shall be treated as breach of Contract and would invoke the penalty clause.</p> <p>Liquidated Damage</p> <p>i. If the deliverables are not acceptable to IIITB as mentioned in this RFP and defects are not rectified to the satisfaction of IIITB within 30 days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 0.5% of the Total Cost of the Services for every week or part thereof for the delay.</p> <p>ii. Any additional circumstances applicable for Bidder's liability for liquidated damages will be worked out during contracting phase.</p> | <p>Liquidated Damage</p> <p>i. If the deliverables are not acceptable to IIITB as mentioned in this RFP and defects are not rectified <del>to the satisfaction as per specifications under this Agreement of IIITB</del> within 30 days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 0.5% of the <del>Total Cost</del> <u>affected milestone value</u> of the Services for every week or part thereof for the delay.</p> <p><del>i. Any additional circumstances applicable for Bidder's liability for liquidated damages will be worked out during contracting phase.</del></p> |  |
|        |          | 8.19              | <p>iii. The amount of liquidated damages under this Contract shall not exceed 3% of the Total value of the Contract as specified in Annexure 9- Commercial Bid Form. The Total Contract value in this context will include all the charges calculated for the agreement duration based on proposed rates in Annexure 9 – Commercial Bid Form.</p>  | <p>ii. The amount of liquidated damages under this Contract shall not exceed <del>3%</del> <u>10%</u> of the <u>affected milestone value</u> <del>Total value of under</del> the Contract as specified in Annexure 9-Commercial Bid Form. <del>The Total Contract value in this context will include all the charges calculated for the agreement duration based on proposed rates in Annexure 9 – Commercial Bid Form.</del></p>  | RFP Holds Good and no negotiation on RFP clauses |

| S. No. | Page No. | Section Point No. | RFP Clause  | Remarks  | IIITB Response                                   |
|--------|----------|-------------------|---|--|--|
| 120    | 8.2      | 37                | <p>Confidentiality</p> <p>Bidder understands and agrees that all materials and information marked and identified by IIITB as ‘Confidential’ are valuable assets of IIITB/Government agencies/NIMHANS and are to be considered their proprietary information and property. Bidder will treat all confidential materials and information provided by IIITB/Government Agencies/NIMHANS with the highest degree of care and necessary to ensure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by IIITB/Government Agencies/NIMHANS without IIITB's prior written approval. Bidder shall not be liable for disclosure or use of any materials or information provided by IIITB or developed by Bidder which is:</p> <p>i. possessed by Bidder prior to receipt from IIITB, other than through prior disclosure by IIITB, as documented by Bidder's written records;</p> <p>ii. published or available to the general public otherwise than through a breach of Confidentiality; or</p> <p>iii. obtained by Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to IIITB; or</p> <p>iv. Developed independently by the bidder.</p> | <p>Confidentiality</p> <p>Bidder understands and agrees that all materials and information marked and identified by IIITB as ‘Confidential’ are valuable assets of IIITB/Government agencies/NIMHANS and are to be considered their proprietary information and property. <del>Bidder</del> <u>Each party</u> will treat all confidential materials and information provided by <u>the other party</u> <del>IIITB/Government Agencies/NIMHANS</del> with the highest degree of care and necessary to ensure that unauthorized disclosure does not occur. <del>Bidder</del> <u>Either party</u> will not use or disclose any materials or information provided by <del>IIITB/Government Agencies/NIMHANS</del> <u>other party</u> without <u>such party's</u> <del>IIITB's</del> prior written approval. <u>Either</u> Bidder shall not be liable for disclosure or use of any materials or information provided by IIITB or developed by Bidder which is:</p> <p>v. possessed by Bidder prior to receipt from IIITB, other than through prior disclosure by IIITB, as documented by Bidder's written records;</p> <p>vi. ii. published or available to the general public otherwise than through a breach of Confidentiality; or</p> <p>vii. obtained by Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to IIITB; or</p> <p>viii. Developed independently by the bidder.</p> | RFP Holds Good and no negotiation on RFP clauses |

| S. No. | Page No. | Section Point No. | RFP Clause  | Remarks  | IIITB Response |
|--------|----------|-------------------|---|--|----------------|
|        |          |                   | <p>In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify IIITB and allow IIITB a reasonable time to oppose such process before making disclosure. Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause IIITB irreparable harm, may leave IIITB with no adequate remedy at law and IIITB is entitled to seek injunctive relief. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP.</p> | <p><a href="#">v. approved by IIITB for release in writing</a></p> <p>In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify IIITB, <a href="#">unless prohibited by law</a> and allow IIITB a reasonable time to oppose such process before making disclosure. Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause IIITB irreparable harm, may leave IIITB with no adequate remedy at law and IIITB is entitled to seek injunctive relief. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP.</p> |                |
| 121    | 8.25     | 40                | Termination for Default   | Termination for Default  |                |

| S. No.              | Page No. | Section Point No. | RFP Clause  | Remarks   | IIITB Response                                   |
|---------------------|----------|-------------------|---|---|--|
|                     |          |                   | <p>IIITB may, without prejudice to any other remedy for breach of contract, by 60 calendar days' written notice of default sent to the SP, terminate the Contract in whole or in part:</p> <p>a) If the Bidder fails to deliver any or all of the Solution and services within the time period(s) specified in the Contract, or any extension thereof granted by IIITB; or</p> <p>b) If the Bidder fails to perform any other obligation(s) under the Contract. In the event of IIITB terminating the Contract in whole or in part, pursuant to above mentioned clause, IIITB may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to IIITB for any excess costs incurred for procurement of such similar goods or services. However, the bidder shall continue performance of the Contract to the extent not terminated.</p> | <p>IIITB may, <del>without prejudice to any other remedy for breach of contract,</del> by 60 calendar days' written notice of default sent to the SP, <u>including cure period</u>, terminate the Contract in whole or in part:</p> <p>a) If the Bidder fails to deliver any or all of the Solution and services within the time period(s) specified in the Contract, <u>where such failure is solely and entirely attributable to Bidder</u> or any extension thereof granted by IIITB; or</p> <p>b) If the Bidder fails to perform any other obligation(s) under the Contract, <u>where such failures are solely and entirely attributable to Bidder</u>. In the event of IIITB terminating the Contract in whole or in part, pursuant to above mentioned clause, IIITB may procure, upon such terms and in such manner, <del>as it deems appropriate</del>, goods and services similar to those undelivered and the Bidder shall be liable to IIITB for any excess costs incurred for procurement of such similar goods or services, <u>such costs up to maximum of 10% over and above the fees paid or payable to Bidder. Bidder shall be only liable for such cost if termination is due to the default or failure of Bidder solely and entirely</u>. However, the bidder shall continue performance of the Contract to the extent not terminated.</p> | RFP Holds Good and no negotiation on RFP clauses |
| 122                 | 8.27     | 41                | <p>Information Ownership</p> <p>All information processed, stored, or transmitted by Bidder equipment belongs to IIITB. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.</p>   | <p>All information processed, stored, or transmitted by Bidder equipment belongs to IIITB. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. <del>The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.</del></p>   | RFP Holds Good and no negotiation on RFP clauses |
| <a href="#">123</a> | 8.32     | 42                | Applicable Law  | The Contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive   |  |

| S. No. | Page No. | Section Point No. | RFP Clause  | Remarks   | IIITB Response                                   |
|--------|----------|-------------------|---|---|--|
|        |          |                   | The Contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of Courts at Bangalore (with the exclusion of all other Courts).   | jurisdiction of Courts at Bangalore (with the exclusion of all other Courts).<br><br><u>Each party shall comply with all laws and regulations specifically applicable to their respective business activities ("Applicable Laws").</u>  | RFP Holds Good and no negotiation on RFP clauses |
| 124    | 8.35     | 42                | The bidder shall not be entitled to make any claim whatsoever against IIITB under or by virtue of or arising out of this Contract, nor shall IIITB entertain or consider any such claim, if made by the Bidder after he shall have signed a "No Claim" certificate in favor of IIITB in such forms as shall be required by IIITB after all payments due to Bidder are made in full. | <del>The bidder shall not be entitled to make any claim whatsoever against IIITB under or by virtue of or arising out of this Contract, nor shall IIITB entertain or consider any such claim, if made by the Bidder after he shall have signed a "No Claim" certificate in favor of IIITB in such forms as shall be required by IIITB after all payments due to Bidder are made in full.</del>  | RFP Holds Good and no negotiation on RFP clauses |
| 125    | 8.37     | 42                | Subcontracting<br>Subcontracting of the work awarded to the selected Bidder in full or partial mode is not permitted under any circumstances.   | Subcontracting of the work awarded to the selected Bidder in full or partial mode is not permitted under any circumstances, <u>without prior written consent from IITB.</u>   | RFP Holds Good and no negotiation on RFP clauses |
| 126    |          |                   |   | MISSING<br><u>INTELLECTUAL PROPERTY RIGHTS</u><br><u>8.38 (I) Ownership of deliverables. All rights, title, and interest, including all associated intellectual property rights including any modifications, enhancements or derivatives, in the deliverables rests with the , subject to Sections 8.38(II) (III) and IIITB's compliance with this Agreement and payment of charges due to Bidder for the same. Unless otherwise agreed, IIITB grants to Bidder a perpetual, world-wide, irrevocable, transferable license to exercise all intellectual property rights in such deliverables for other IITBs.</u> | RFP Holds Good and no negotiation on RFP clauses |

| S. No. | Page No. | Section Point No. | RFP Clause | Remarks  | IIITB Response |
|--------|----------|-------------------|------------|--|----------------|
|        |          |                   |            | <p><u>8.38 (II) Notwithstanding anything to the contrary set forth in this Agreement, IIITB acknowledges and agrees that Bidder may utilize Bidder materials in the performance of Services to IIITB on a non-exclusive basis.</u></p> <p><u>(i) In the event Bidder materials are embedded in the deliverables, Bidder grants to IIITB a non-exclusive, non-transferable, irrevocable, royalty free and perpetual license for the IIITB's internal use of the same as part of the deliverables in which they are embedded. Nothing contained in this Agreement shall be construed to grant IIITB any right to use or exploit such Bidder material in its stand-alone form separate and apart from the deliverables.</u></p> <p><u>(ii) In the event Bidder materials are not embedded in the deliverables but used by the Bidder in the performance of the Services and required by IIITB to receive the benefit of the Services, Bidder grants to IIITB a non-exclusive, non-transferable, revocable, royalty free license for the term of this Agreement for the IITB's internal use of the Services in which they are used. Nothing contained in this Agreement shall be construed to grant IIITB any right to use or exploit such Bidder material in its stand-alone form separate and apart from the Services.</u></p> <p>-</p> <p><u>8.38 (III) IITB acknowledges that the deliverables may include Third Party Materials. Nothing in this Agreement issued hereunder shall be construed to grant IIITB rights to such Third Party Materials ("mean any third party product, software, hardware or other material required for the performance of this Agreement") and it shall be the sole responsibility of IIITB to obtain the requisite license, unless expressly stated to the contrary in the statement of work. Bidder shall reasonably cooperate with IIITB, at IIITB's cost and expense, to secure appropriate licenses.</u></p> <p><u>8.4 To the extent Bidder is required to use open source software or licenses in the performance of Services, the parties agree that it shall only be with IIITB's prior written consent. Notwithstanding anything in this Agreement, where IIITB has provided such consent Bidder disclaims liability arising out of use of such open source software or licenses</u></p> |                |



| S. No.              | Page No. | Section Point No. | RFP Clause | Remarks   | IITB Response   |
|---------------------|----------|-------------------|------------|---|---|
| <a href="#">127</a> | -        | -                 | -          | <u>IITB hereby consents to Bidder assigning all or some of its Receivables under this Agreement to a third party ("Bank") and Bidder is hereby notifying IITB of such assignment. For the sake of clarity, the term "Receivables" is hereby defined as any amounts due from the IITB under an invoice raised by the Bidder for Services delivered under this Agreement. Further, IITB acknowledges that Bidder may share limited excerpts of this Agreement and other details directly relating to the Receivables on a "need to know" basis with the Bank, subject to appropriate confidentiality undertakings by the Bank.</u>  |   |
| 128                 |          |                   |            | <u>Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, schedule, statement of work, this RFP or other incorporated writing, the provision of this the signed Agreement shall prevail.</u>   |   |
| <a href="#">129</a> | -        | -                 | -          | <u>8.39 Acceptance</u><br><u>i) IITB shall have ten (10) business days following the date on which deliverables are delivered to it by Bidder to complete testing of the deliverables (the "Acceptance Period") to provide written notice of acceptance or material non-compliance with the acceptance criteria.</u><br>-<br><u>(ii) If no written notification of acceptance or material non-conformance with the acceptance criteria is received by Bidder within ten (10) business days from commencement of the Acceptance Period or if the deliverables are utilized for purposes other than testing by IITB, the deliverables shall be deemed accepted by IITB.</u><br>-<br><u>(iii) If IITB notifies Bidder in writing of any material non-conformance in the Deliverables in accordance with Section 8.39 (i), then the Bidder shall, within fifteen (15) days (or within such other time as agreed to in the Statement of Work) of such notice, modify the Deliverables in a reasonable effort to make them materially conform to the Acceptance Criteria. The acceptance testing process shall be repeated in such cases.</u> |   |
| 130                 |          |                   | Annexure 6 | Cannot accept this clause   | Annexure-6 is mandatory failing to submission of annexure-6 is considered as disqualified |

