

3i Infotech Limited

S.N	RFP Document Reference (Section & Page No)	Content of RFP requiring clarification	Points of clarification	Response By the Department
1	Section 3.2.2 Page 23	Projects undertaken in last 5 years will be considered	Our understanding is that if the date of project is beyond last 5 years however the projects got executed within the last 5 years or has gone live in last 5 years should be acceptable. Kindly confirm	Clarification: Interpretation Accepted
2	Section 3.2.2 Page 23	The bidder should have experience in providing manpower support for operations and maintenance for MMP/ eGov/ IT/ ITES projects having minimum 400 end user locations:	Our understanding is that providing manpower support for minimum 400 users will be acceptable. Kindly confirm	As Per RFP
3	Section 3.2.2 Page 23	The bidder should have experience of successful integration of more than two application for central/ State Govt/ PSU clients for cross departmental integration	We have experience of developing integrated applications for multiple clients not necessarily for cross departmental integration. Hence request you to kindly amend below clause for us to showcase our experience: "The bidder should have experience of successful integration of one or more than one application for central/ State Govt/ PSU clients"	As Per RFP
4	Section 4.9 Page 46	Program Manager - Should have minimum 5 years experience in Police Domain project	We have experience of working on large e-Gov projects for multiple domain. Hence request you to please do not restrict to police domain experience. Request you to kindly remove the clause.	As Per RFP
5	Section 4.9 Page 46	Project Manager - Should have minimum 3 years experience in Police Domain project	We have experience of working on large e-Gov projects for multiple domain. Hence request you to please do not restrict to police domain experience. Request you to kindly remove the clause.	As Per RFP
6	Section 4.9 Page 47	Lead Developer - Should have experience in supporting O&M phase of CCTNS project	Please do not restrict to CCTNS project as we have experience in multiple domain include consultancy for police domain. Request you to kindly accept any large e-Gov project experience	As Per RFP
7	Section 4.9 Page 47	Application Developer - Should have experience in supporting O&M phase of CCTNS project	Please do not restrict to CCTNS project as we have experience in multiple domain include consultancy for police domain. Request you to kindly accept any large e-Gov project experience	As Per RFP

CMS IT

Sr. No.	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Response by Department
1	4.6.2. Integration of CCTNS Application Page No-32	Apart from the NCRB developed CAS, CCTNS Punjab has customized the CAS as per the Punjab police requirement like customization in Punjabi (local language), State specific reports and registers, specific work flows as per the State requirement.	Kindly clarify the technologies for the sub-applications to be integrated with the CAS. Kindly provide details pertaining to Platform, Front End Framework, Middleware & Database.	Refer Section : 5.8. Appendix 8
2	4.6.2. Integration of CCTNS Application Page No-32	Apart from the NCRB developed CAS, CCTNS Punjab has customized the CAS as per the Punjab police requirement like customization in Punjabi (local language), State specific reports and registers, specific work flows as per the State requirement.	Does these application have multi language/ Un-Code support. Kindly clarify.	Yes, Application supports Hindi, English and Punjabi (all uni-code)
3	4.7. Scope of Work, Point-b	Helpdesk support for CAS end user locations: To provide 24x7 operational and management support for CAS for 423 Police Stations and 191 Higher Offices. The bidder will assist in migrating the Police Stations from offline to online platform.	There are 3 Shifts of 8 Hours each in 24 Hours, If we deploy 2 resources in each shifts, weekly leave management would be left out. Hence bidder has to propose atleast 1 more resource to ensure 6 days a week duty roster Kindly clarify on the same.	Refer Section 4.9
4	4.7. Scope of Work, Point-b	Helpdesk support for CAS end user locations: To provide 24x7 operational and management support for CAS for 423 Police Stations and 191 Higher Offices. The bidder will assist in migrating the Police Stations from offline to online platform.	We would request you to share us the maximum volume of daily calls for atleast 2-3 months for us to understand which time of the day do we require more manpower according to the peak time ?	Clarification : Less than 100 calls per day
5	4.8. Detailed Scope of Work (Point-1 (f))	Non-functional testing such as Performance testing, Load testing, Stress testing, volume testing, Security testing, Compatibility testing, Install testing, Recovery testing, Reliability testing, Usability testing, compliance testing, localization testing of CAS application	The scope requires dedicated testing personnel with exposure is J2EE around performance and load testing involving enterprise testing tools. Unavailability of the same would result is critical testing parameters getting missed. Kindly clarify	As per RFP section 4.9, resource requirement section
6	(3) Support for operation and management of Data Centre and DRC- Page-40	The bidder is free to upgrade the existing technology stack from Solaris to any latest open-source compatible operating system like Linux or equivalent along with required web services to have a better performance and manageability for the project. The proposed solution should have at least 05 years of operating support from OEM. Any financial requirement related to support maybe proposed by the bidder.	Kindly clarify if the existing DC & DR is on Oracle SUN Solaris (Unix) Platform? Considering the infrastructure support is not in scope. Does the bidder consider platform migration as part of one time efforts ? Also clarify the Linux flavour being considered for migration from Solaris and does it have binary compatibility ?	Clarification: Linux upgrade is to be done ensuring the compatibility of existing system architecture. Bidder to propose the Linux flavour to be used in the migration.
7	Helpdesk support System for CAS end user locations	Purchaser will provide the space for setting up the helpdesk whereas the Infrastructure required for the helpdesk team such as Laptop/ Desktop PC/ Phone/ Printer must be managed by the bidder.	We would request Punjab Police to provide basic infrastructure (Standard office space, Desktop & laptops, Connectivity and all statutory infrastructure) Bidder bringing in their own resources would have serious security implication without involvement of encrypted login tunnel. We would request you to look into this.	Please refer section 4.8 Detailed scope of work- 2 (e) Helpdesk support system for CAS end user locations.
8	Helpdesk support System for CAS end user locations	Setting up of dedicated helpdesk resource with telephone line for receiving calls from police stations/Higher Offices and calling back for support and management of CAS offline/online application.	We would request Punjab Police to provide internet and telephone connectivity for maintaining the helpdesk.	Clarification: Internet and Telephone connectivity will be provided by Punjab Police
9	Helpdesk support System for CAS end user locations Point b (Page-35)	Helpdesk support for CAS end user locations: To provide 24x7 operational and management support for CAS for 423 Police Stations and 191 Higher Offices. The bidder will assist in migrating the Police Stations from offline to online platform.	Kindly confirm on the following. (1) What is the Help Desk tool deployed at the premises for generation of service ticket and SLA Management? (2) What is application monitoring tool deployed at the premises for application performance monitoring and Management ?	Clarification: Help Desk Monitoring Tool currently deployed by the department : SCCD (IBM) The Application monitoring tool is not currently deployed due to the virtue of an expired licence however the Bidder can suggest and deploy an Open Source Tool for Application Monitoring
10	(iii) MIS Dashboard Reports: Page- 39	Customization of MIS dashboard for generation of various types of reports and registers of Police stations for monitoring and review of supervisory officers. for monitoring and review by the supervisory authorities.	Kindly clarify the reporting tool (eg. Crystal reports etc..) being used for specific reports formatting.	Clarification: Jasper Reports has been used for report creation.
11	4.11. Payment Terms & Deliverables, Page-45	Payment will be released as per equal quarterly payments installments	We would request Punjab Police for a mobilization advance to be adjusted against last quarter invoice at the end of the term or on submission of an equal value of Bank Guarantee.	As per RFP
12	3.1.12 Page No 20	In case of any dispute between the Parties and which does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Chandigarh and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings	Requesting you to modify the clause as below In case of any dispute between the Parties and which does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration of a sole arbitrator jointly appointed by both the Parties and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Chandigarh and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. Likewise, Punjab Police shall continue to pay for the services rendered during the pendency of the dispute.	As per RFP

13	5.9 (e) Page No 101	Any Resource deployed by the Bidder must individually sign a Non-Disclosure Agreement with the Department before being deployed with any project related activities.	Requesting you to share the NDA for our review	Clarification: The Standard NDA will be shared with the winning bidder at the time of signing of contract.
14	13.2.iv Page No 22	The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the System Integrator under the terms and conditions in the RFP where the Purchaser disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the escalation procedure as defined during signing of the contract. Any exercise by the Purchaser under this Clause shall not entitle the System Integrator to delay or withhold provision of the Services	Requesting you to delete the caluse	As per RFP
15	15.1 Page No 26	Subject to Clause 15.4 below, System Integrator (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or nonperformance under this Agreement.	Requesting you to modify the caluse as below Defaulting Party (the "Indemnifying Party") undertakes to indemnify, hold harmless the aggrieved party (the "Indemnified Party") from and against all actual, direct and proven claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's gross negligence or willful default in performance or non performance under this Agreement.	As per RFP
16	15.5 Page No 28	The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 15 and breach of Clause 12.4 and 17	Requesting you to modify the caluse as below The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the annual total contract value payable under this Agreement. The limitations set forth in this section shall apply even if any other remedies fail of their essential purpose and such limitation shall be considered cumulatively and not per incident. The existence of claims or suits will not enlarge or extend the limit.	As per RFP
17	17.4 Page No 30	17.4.The System Integrator shall ensure that all its employees, agents and involved in the project, execute individual non-disclosure agreements, which have been duly approved by the Purchaser with respect to this Project. The System Integrator may submit a declaration that it has obtained the NDA from its employees. However, if the project is critical in nature, SI may get NDAs signed from every resource involved in the project and submit it to purchaser (Optional).	Requesting you to modify the caluse as below The System Integrator's employees, agents and involved in the project are bound by confidentiality obligations similar to those contained in this Agreement .	As per RFP
18	17 Page No 31		Requesting you to add the caluse as below (17.8) Notwithstanding any termination, the confidential obligations under this Agreement are continuing and, in particular, shall survive for the period of 3 years from the date of termination/ expiration of this Agreement	As per RFP
19	NDA Page No 62		Requesting you to add the caluse as below in NDA: 1. We request executing a mutual NDA since both the parties will be sharing the confidential information. Else suggested below addition: <i>"The obligations contained in this Agreement shall apply mutatis mutandis to purchaser to the extent of any CMS IT's Confidential Information being disclosed to purchaser"</i> . 2. Notwithstanding any termination, the confidential obligations under this Agreement are continuing and, in particular, shall survive for the period of 1 year from the date of termination/ expiration of this Agreement. However, trade secrets shall be retained as confidential by the Parties until they are trade secrets under applicable law.	As per RFP
20	NA	Clause to be added	Requesting you to add the caluse as below non Solicitation Clause ; Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation.	As per RFP

21	NA	Clause to be added	<p>Requesting you to add the clause as below</p> <p>In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicably possible upon normalization of the situation</p>	As per RFP
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E&Y

S. No.	Bidding Document Reference(s)	Page Number	Content of RFP requiring Clarification	Points of clarification Required	Response by Department
1.	3.2.1. Pre-Qualification (PQ) Criteria	17 of the RFP	The bidder should have an average annual turnover of INR 35 Crores for the last 3 Financial years from IT/ITES business.	We request Punjab Police (Technical Services) to update this clause as The bidder should have an average annual turnover of INR 200 Crores for the last 3 Financial years from IT/ITES business. As per MIETY guidelines says "Sales Turnover and Net worth requirements should be included only for System Integration Turnkey projects that require significant initial investments from the bidders and reasonably high levels of operating expenditure. In such projects, the Sales Turnover multiplier used should be around 20 times the annual value of the project and the Net Worth requirements should be set as "Positive"	As per RFP
2.	3.2.1. Pre-Qualification (PQ) Criteria	18 of the RFP	BIDDER'S EXPERIENCE – 40 Marks Projects undertaken in the last 05 (Five) years will be considered		As per RFP
3.	3.2.1. Pre-Qualification (PQ) Criteria	17 of the RFP	The bidder should have successfully designed and developed application, customization, testing as well as providing Operation & Maintenance support for projects meeting the criteria mentioned below. (i) 01 Project of value INR 12 Crore or more OR (ii) 02 projects of value INR 7.5 Crore or more OR (iii) 3 projects of value of INR 6 crore or more Project credentials of the Government and Public sector Undertakings within India in the last 05 years will be considered. The project should have the following minimum components: a) Application development including API integration Data Centre Operation & Management Data Digitization/ Migration	This criterion is allowing very few bidders to qualify. Therefore, we request the Punjab Police (Technical Services) to please update this clause and remove the requirements of minimum components. Since in the last five years, such Trunkey projects are distributed in pieces, and very few bidders will be having that experience of all the three mentioned minimum components in one project Please update the clause as - The bidder should have successfully designed and developed application, customization, testing as well as providing Operation & Maintenance support for projects meeting the criteria mentioned below. (i) 01 Project of value INR 12 Crore or more OR (ii) 02 projects of value INR 7.5 Crore or more OR (iii) 3 projects of value of INR 6 crore or more OR (iii) 3 projects of value of INR 6 crore or more Project credentials of the Government and Public sector Undertakings within India in the last 10 years will be considered.	As per RFP
4.	3.2.1. Pre-Qualification (PQ) Criteria	19 of the RFP	The bidder must have domain experience	Since the project is of CCTNS. More emphasize shall be given on CCTNS projects. Marks should be adjusted in the criterion of CCTNS/ ICJS experience The bidder must have domain experience in CCTNS/ ICJS · 5 Projects 15 marks · 3 project 10 marks · 2 projects 5 marks	As per RFP
5.	3.2.1. Pre-Qualification (PQ) Criteria – Point no 2	18 of the RFP	The bidder should have experience in providing manpower support for operations and maintenance for MMP/ eGov/ IT/ ITES projects having minimum 400 end user locations: · 5 Projects: 10 Marks · 4 Projects: 8 Marks · 3 Projects: 6 Marks · 2 Projects: 4 Marks Project credentials of Government and Public Sector Undertakings within India will be considered.	Since the project is of CCTNS. More emphasize shall be given on CCTNS projects. Marks should be adjusted in the criterion of CCTNS/ ICJS experience	As per RFP
6.	4.9. Resource requirement details	41 of the RFP	Proposed Resources – Program Manager (Full Time Deployment), Project Manager (Full Time Deployment), Lead Developer (Full Time- Remote support with VPN Access), Application Developer	The criteria for the proposed resources do not include CCTNS experience. We request that the proposed resources should have CCTNS experience as the resources should have knowledge of the Police and NCRB process thoroughly.	As per RFP

			(Full Time- Remote support with VPN Access), System & Network Administrator (Full Time Deployment), Database Administrator/ Storage Expert (Full Time-Remote support with VPN Access), Business Analyst cum Functional Consultant (Full Time Deployment), Helpdesk Engineer (Full Time Deployment of all 6 helpdesk resources)	- The minimum value of the project for the experience of Program Manager and Project manager is 25 Crores and 10 Crores respectively. This criterion shall limit the number of qualifying bidders. Hence, we request you to please update the Relevant Experience as – - Relevant experience Program Manager: Minimum 08 years of proven professional experience as Project Manager in the management of 02 (two) large scale e-Governance Projects/MMP/ CCTNS. - Relevant experience Project Manager: Minimum 5 year experience in managing 01 (One) large scale e-Governance projects/MMP/ CCTNS.	
7.	Clause absent	NA	Indemnity Clause	No indemnity clause was found in this RFP. We request you to add the same and specify that the total liability of the successful bidder in terms of penalties shall not exceed the total project value	As per RFP
8.	Clause absent	NA	Intellectual Property Rights	There is no clause present stating about the intellectual property rights of the work product. We request you to add that clause with a restriction of 3 years for the usage of the intellectual property.	As per RFP
9.	4.6.2 Integration of CCTNS Application 4.8.1 (ii) b & c -CAS Customization under Detailed Scope of Work	Page 37 Page 33	SRS & FRS Document	The RFP states that SI must carried out customizations which are already been done in earlier versions as per SRS along with supported documents and also states that SI will share a feasibility for the customization to be carried out as per the Do's & Don'ts guidelines provide by NCRB/SDA which is within the purview of SRS. We request you to provide the SRS and FRS of the existing application to get a better idea in order to understand above given requirements.	Clarification: If required the bidders may visit Punjab Police Headquarters, before the submission of the bids to inspect the SRS and FRS records/ documents available with the department
10.	4.8.1 (i) r -Application support for CAS / State extension modules, customization under Detailed Scope of Work	Page 33	The Citizen Portal is being managed through a separate application called "Saanjh" which is out of scope of this RFP, however the bidder will provide all the support for integration of Citizen services with CAS application.	We request you to remove references of citizen portal from this RFP completely if it is out of the scope. We request you to share details of OEM , cost, upgradation details, timelines etc for the same.	Clarification: Saanjh portal is an inhouse application developed and maintained by a separate wing of Punjab Police.
11.	4.7 Scope of Work b)	Page 30	Helpdesk support for CAS end user locations: To provide 24x7 operational and management support for CAS for 423 Police Stations and 191 Higher Offices. The bidder will assist in migrating the Police Stations from offline to	24 x 7 helpdesk shall mean resources working in 3 shifts. We request you to check and validate if the adequate number of resources is provisioned. Migration of Offline to Online is a major task and in our humble opinion it cannot be done by Helpdesk team only.	As per RFP
12.	5.7.4.2 Client Site Application Support	Page 85	Application Support Performance	We seek clarity on the categories of Level 1, and 3 defects. We would also like to know if there are any tools of mechanism in place to measure the performance. Please specify the same if there is any tool or mechanism for the same. We request you to share details of AMC and SI who are managing the IT Infrastructure assets as any downtime due to them could affect the successful bidder's performance.	In Section 5.8. Appendix 8 A note is appended that : Currently the AMC is being undertaken by the Department itself.
13.	5.8.1 Existing DC/DR equipment	Page 93	Hardware	Please share the End of Life and End of Support details for the existing equipment	Refer Section 5.8
14.	Absent Clause	NA	Proposed Resources on Company Payroll	We request you to add a clause which states that all the proposed resources shall be on the company payroll. The bidders should give a declaration stating that they will not deploy resources which are on third party role.	As per RFP
15.	3.1.8 Performance Bank Guarantee	Page 14	On receipt of a Letter of Intent ("LoI") from Punjab Police, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10 % of the total contract value defined in this RFP on or before the signing of the subsequent Contract, typically within 15 days from notification of the LoI, unless specified to the contrary. In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, Punjab Police may at its sole	We request you to reduce the Performance Bank Guarantee from 10% to 3 % as per the Government order No F.9/4/2020-PPD	As per RFP

		discretion cancel the LoI/ LoA without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.	dated 12 th November 2020 published by Ministry of Finance, Department of Expenditure , Procurement Policy Division	
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TCS				
S.No	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Response By the Department
1	General	Fixed Price / T&M	The bidder requests the following clarifications: The SLA and deliverables are defined in the RFP and the SI should only penalised only in case of violations / SLA breach. Also, additional resources can be deployed by the SI to ensure that the project deliverables and timelines are met. Considering the above, it may not be feasible to treat this as a T&M contract. So please clarify if this contract will be treated as a fixed price contract with fixed payment milestones or a T&M contract?	Clarification : Fixed Price
2	Part 1 - 1. Section 1: Invitation for Bids (IFB) Page 1	1.1. Invitation for Bids 5. Earnest Money Deposit (EMD): Bidders should submit an EMD of Rs.15,00,000/- (Rupees Fifteen Lakh Only) on www.eproc.punjab.gov.in portal.	The bidder requests the following modifications: The bidder requests the instead of EMD, the bidder should be allowed to submit a bid declaration.	As Per RFP
3	Part 1 - 1. Section 1: Invitation for Bids (IFB) Page 2	1.2. Fact Sheet 4. The selection of the Bidder will be Lowest Cost (L1).	The bidder requests the following modifications: The final selection should be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 80% and Relative Commercial Bid Score will get a weightage of 20%.	As Per RFP
4	Part 1 - 1. Section 1: Invitation for Bids (IFB) Page 2	1.2. Fact Sheet 8. On receipt of a Letter of Intent ("LoI") from Punjab Police, the successful Bidder will furnish a bank guarantee, by way of performance security on or before the signing of the subsequent Contract, typically within 15 days from notification of the LOI, unless specified to the contrary.	The bidder requests the following modifications: On receipt of a Letter of Intent ("LoI") from Punjab Police, the successful Bidder will furnish a bank guarantee, by way of performance security on or before the signing of the subsequent Contract, typically within 30 days from notification of the LOI, unless specified to the contrary.	As Per RFP
5	Part 1 - 1. Section 1: Invitation for Bids (IFB) Page 4	1.4. Definition of Terms 8 O&M The date of commencement of Operations and management phase will be from the date of issuing of work order or signing of the contract whichever is earlier.	The bidder requests the following modifications: The date of commencement of Operations and management phase will be from the date of acceptance of work order or signing of the contract whichever is earlier.	As Per RFP
6	Part 1 - 2. Section 2: Instruction to Bidders (ITB) Page 7	2.6. Earnest Money Deposit (EMD)	The bidder requests the following modifications: Is the bidder required to submit the EMD Online or is any other mode also acceptable to the Purchaser? Please accept the submission of EMD in the form of a Bank Guarantee.	As Per RFP
7	Part 1 - 2. Section 2: Instruction to Bidders (ITB) Page 7	2.6. Earnest Money Deposit (EMD) a) EMD of all unsuccessful Bidders would be returned. The EMD of the successful Bidder would be returned upon submission of Performance Bank Guarantee.	The bidder requests the following clarifications: Please specify the timelines within which, the EMD of the unsuccessful bidder shall be returned. The bidder requests that this should not be more than 15 days from the date of notification of award to the successful bidder.	As Per RFP
8	Part 1 - 2. Section 2: Instruction to Bidders (ITB) Page 7-8	2.6. Earnest Money Deposit (EMD) d) ii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP. iii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP. iv. Bid contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers	Bidder suggests this provision be revised as under: d) ii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP <u>and its Proposal</u> . iii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP. iv- Bid contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers	As Per RFP
9	Part 1 - 3. Section 3: Pre-Qualification & Technical Evaluation Page 13	3.1. Bid Evaluation Instruction 3.1.4. Bid Evaluation The EMD of all non-responsive bids shall be returned to the bidders	The bidder requests the following clarifications: Please specify the timelines within which, the EMD of the unsuccessful bidder shall be returned. The bidder requests that this should not be more than 15 days from the date of notification of award to the successful bidder.	As Per RFP
10	Part 1 - 3. Section 3: Pre-Qualification & Technical Evaluation Page 14	3.1. Bid Evaluation Instruction 3.1.11. Failure to agree with terms and condition of RFP Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Department may award the contract to the next best value bidder or call for new Bid from the interested bidders	Bidder suggests this provision be revised as under: Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP <u>read with suggestions/ comment in successful Bidder's Proposal</u> shall constitute sufficient grounds for the annulment of the award, in which event Department may award the contract to the next best value bidder or call for new Bid from the interested bidders.	As Per RFP
11	Part 1 - 3. Section 3: Pre-Qualification & Technical Evaluation Page 14	3.1. Bid Evaluation Instruction 3.1.8. Performance Bank Guarantee (PBG) a) On receipt of a Letter of Intent ("LoI") from Punjab Police, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10 % of the total contract value defined in this RFP on or before the signing of the subsequent Contract, typically within 15 days from notification of the LoI, unless specified to the contrary.	The bidder requests the following modifications: a) On receipt of a Letter of Intent ("LoI") from Punjab Police, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 3 % of the total contract value defined in this RFP on or before the signing of the subsequent Contract, typically within 30 days from notification of the LoI , unless specified to the contrary. The Bidder shall furnish Performance Security to the Authority for an amount of 3% of the Contract Value (as per Circular No. F/9/4/2020-PPD, dtd. 12/11/2020, Ministry of Finance, Government of India) valid up to 30 (thirty) days after the date of completion of contract period.	As Per RFP
12	Part 1 - 3. Section 3: Pre-Qualification & Technical Evaluation Page 14	3.1. Bid Evaluation Instruction 3.1.8. Performance Bank Guarantee (PBG) b) The Performance Guarantee should be furnished by the successful Bidder. The successful Bidder shall ensure, the Performance Guarantee is valid for 2 years from the date of signing of agreement and during the term of the subsequent Contract (any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms	The bidder requests the following modifications: b) The Performance Guarantee should be furnished by the successful Bidder. The successful Bidder shall ensure, the Performance Guarantee is valid for 2 years from the date of signing of agreement and during the term of the subsequent Contract (any renewal) and for a period of 30 days beyond all contractual obligations, including warranty terms	As Per RFP
13	Part 1 - 3. Section 3: Pre-Qualification & Technical Evaluation Page 14	3.1. Bid Evaluation Instruction 3.1.9. Signing of Contract Post submission of Performance Guarantee by the successful Bidder, Purchaser shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder. The Legal Agreement (Master Service Agreement) would contain all the terms and conditions mentioned in this RFP document and is provided separately as a template. Purchaser shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the successful Bidder. In this case, the contract would be awarded to the next responsive Bidder.	Bidder suggests this provision be revised as under: Post submission of Performance Guarantee by the successful Bidder, Purchaser shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder. The Legal Agreement (Master Service Agreement) would contain all the terms and conditions mentioned in this RFP document and is provided separately as a template <u>subject to suggestions/ comment in successful Bidder's Proposal</u> . Purchaser shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the successful Bidder. In this case, the contract would be awarded to the next responsive Bidder.	As Per RFP

14	Part 1 - 3. Section 3: Pre-Qualification & Technical Evaluation Page 16	3.2. Criteria for Evaluation 3.2.1. Pre-Qualification (PQ) Criteria 5. Earnest Money Deposit (EMD) Proof of the amount of submission should be submitted along with the bid. Amount of INR 15 Lakhs (Rupees Fifteen Lakh Only)	The bidder requests the following modifications: The bidder requests the instead of EMD, the bidder should be allowed to submit a bid declaration.	As Per RFP
15	Part 1 - 3. Section 3: Pre-Qualification & Technical Evaluation Page 17	3.2. Criteria for Evaluation 3.2.1. Pre-Qualification (PQ) Criteria 8. The bidder should have an average annual turnover of INR 35 Crores for the last 3 Financial years from IT/ITES business. Documents Required: The audited balance sheet and Profit & loss statement for financial year 2017-18, 2018-19 and 2019-20 are to be submitted. Also, a certificate from the Statutory Auditor of the bidder has to be submitted mentioning the annual turnover is from IT/ITES business	The bidder requests the following modifications / clarifications: 1) Please allow the bidder to submit a certificate from Statutory Auditor / Chartered Accountant / Company Secretary/ Authorized Signatory. 2) If the financials of the year FY 2020-21 are available, can the bidder consider the last 3 financials years as 2018-19, 2019-20 and 2020-21 and submit the documents accordingly. Please confirm.	As Per RFP
16	Part 1 - 3. Section 3: Pre-Qualification & Technical Evaluation Page 17	3.2. Criteria for Evaluation 3.2.1. Pre-Qualification (PQ) Criteria 9. The bidder should have a positive net worth for each of the last three financial years namely 2017-18, 2018-19, 2019-20 Documents Required: The audited balance sheet and Profit & loss statement for financial year 2017-18, 2018-19 and 2019-20 are to be submitted as documentary evidence duly certified by statutory auditor.	The bidder requests the following modifications / clarifications: 1) Please allow the bidder to submit a certificate from Statutory Auditor / Chartered Accountant / Company Secretary/ Authorized Signatory. 2) If the financials of the year FY 2020-21 are available, can the bidder consider the last 3 financials years as 2018-19, 2019-20 and 2020-21 and submit the documents accordingly. Please confirm.	As Per RFP
17	Part 1 - 3. Section 3: Pre-Qualification & Technical Evaluation Page 21	3.2. Criteria for Evaluation 3.2.3. Selection Criteria Commercial bids of only those bidders shall be evaluated who scores a minimum technical score of 70 %. The bidder who has submitted the lowest commercial bid shall be selected as the L1 and shall be called for further process leading to the award of contract.	The bidder requests the following modifications / clarifications: Please change the selection criteria from Least Cost Basis. The final selection should be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 80% and Relative Commercial Bid Score will get a weightage of 20%.	As Per RFP
18	Part 1 - 3. Section 3: Pre-Qualification & Technical Evaluation Page 22	3.2. Criteria for Evaluation 3.2.4. Commercial Bid Evaluation e) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.	The bidder requests the following modifications: Prices shall be quoted in Indian rupees and charges quoted should be exclusive of all types of Taxes. All fees payable to bidder are exclusive of any sales, use, value added tax, service, GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, the department shall be responsible to pay or reimburse bidder the amount of such taxes.	As Per RFP
19	Part 1 - 3. Section 3: Pre-Qualification & Technical Evaluation Page 22	3.2. Criteria for Evaluation 3.2.5. Award of Contract The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment.	The bidder requests the following modifications / clarifications: Please change the selection criteria from Least Cost Basis. The final selection should be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 80% and Relative Commercial Bid Score will get a weightage of 20%.	As Per RFP
20	Part 1 - 4. Section 4: Terms of Reference (TOR) Page 35	4.8. Detailed Scope of Work 2) Helpdesk support System for CAS end user locations d) Setting up of dedicated helpdesk resource with telephone line for receiving calls from police stations/Higher Offices and calling back for support and management of CAS offline/online application.	The bidder requests the following clarifications: The telephone line shall be provided by Punjab Police. The SI will not have to bear any cost towards setting up of the telephone line or any recurring charges associated with it. Please confirm.	Clarification: Telephone connections will be provided by the Purchaser.
21	Part 1 - 4. Section 4: Terms of Reference (TOR) Page 35	4.8. Detailed Scope of Work 2) Helpdesk support System for CAS end user locations e) Purchaser will provide the space for setting up the helpdesk whereas the Infrastructure required for the helpdesk team such as Laptop/ Desktop PC/ Phone/ Printer must be managed by the bidder	The bidder requests the following clarifications: As the desktops / Phone / Printer etc are to be provided by the bidder, these will remain as TCS assets and shall be returned to the bidder upon completion of the contract duration. Please confirm.	As Per RFP
22	Part 1 - 4. Section 4: Terms of Reference (TOR) Page 37	4.8. Detailed Scope of Work 5) Capacity Building Training: a) Selected SI will support the State in capacity building and role based training to "Training of Trainers" on enhanced and upgraded version of CAS application	i) How many users to be trained under "Training of Trainers"? ii) What are the different roles to be considered for this training? iii) Kindly specify the mode of training (online or offline) and training duration for each batch.	Clarification: 100 ToT to be trained. Mode of training will be both online and offline with Offline. Training to be conducted at Punjab Police Headquarters Chandigarh
23	Part 1 - 4. Section 4: Terms of Reference (TOR) Page 37	4.8. Detailed Scope of Work 5) Capacity Building Training: d) Provide refresher training on CAS/ State modules/ Mobile App for any new versions released during the O&M phase.	How frequently this refresher training to be conducted? What will be the mode of refresher training?	Clarification: Once in a Quarter. SI is expected to give training to the Trainers.
24	Part 1 - 4. Section 4: Terms of Reference (TOR) Page 38	4.8. Detailed Scope of Work 5) Capacity Building Training: h) SI in consultation with State will develop the contents, presentations and sample videos to explain the objectives of the program, its benefit and expected outcome.	What are the different training materials to be developed.	Clarification: The User Manuals of Newly developed Modules \ Enhancements and Presentation Materials.
25	Part 1 - 4. Section 4: Terms of Reference (TOR) Page 38	4.8. Detailed Scope of Work 6) Support for value added services b) However, if State wants to implement any value-added services through SI which includes procurement, implementation and support then it will be covered under Change Request (CR). The rate will be discovered through designated market committee of the department.	The bidder requests the following modifications: The rates for any new procurement through CR, for which rates have not been discovered previously in the financial proposal, shall be mutually agreed between the SI and the purchaser.	Clarification: Please Read "The rate will be discovered through designated market committee of the department as The rate will be discovered through Change Request Committee "
26	Part 1 - 5. APPENDIX Page 49	5.1. Appendix 1: Necessary Forms 5.1.3. Form 3: Letter of Technical Bid We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <180> days as stipulated in the RFP document	Bidder suggests this provision be revised as under: We agree to abide by all the terms and conditions of the RFP document <u>read with suggestions/ comments in our bid document</u> . We would hold the terms of our bid valid for <180> days as stipulated in the RFP document.	As Per RFP

27	Part 1 - 5. APPENDIX Page 56	5.2. Appendix 2: Commercial Bid Template 5.2.1. Form 1.1 : Covering Letter for Commercial Bid We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.	Bidder suggests this provision be revised as under: We hereby confirm that our prices include-exclude all taxes. However, all the taxes are quoted separately under relevant sections.	As Per RFP
28	Part 1 - 5. APPENDIX Page 92	5.7. Appendix 7: Service Level Agreement (SLA) 5.7.8. Violations and Associated Penalties during the Operation & Maintenance Phase x. The SLA penalty will be levied during Operation and Management phase. It is noted that if the overall penalty applicable for any of the review period during the currency of contracts exceeds 10% and if overall penalty applicable for any of the two successive quarterly periods during the currency of contracts is above 10% of the billing value as per the payment milestones then the Department shall have right to terminate the contract and blacklist the company. xi. The overall capping for penalty will be limited to 10% of the total contract value. xii. Delay in resource deployment: If the selected bidder failed to deploy the required manpower resources for the completion of knowledge transfer training, then a penalty of 0.25% of the contract value per week upto a maximum capping of 10% will be levied. The purchaser will have the right to terminate the contract when the penalty is more than 10% of the contract value.	Bidder suggests this provision be revised as under: x. The SLA penalty will be levied during Operation and Management phase. It is noted that if the overall penalty applicable for any of the review period during the currency of contracts exceeds 10% and if overall penalty applicable for any of the two successive quarterly periods during the currency of contracts is above 10% 5% of the billing value as per the payment milestones then the Department shall have right to terminate the contract in accordance with the terms of the Contract and blacklist the company. xi. The overall capping for penalty in a quarter will be limited to 10% 40% of the total contract invoice value in such quarter. xii. Delay in resource deployment: If the selected bidder failed to deploy the required manpower resources for the completion of knowledge transfer training, then a penalty of 0.25% of the contract value per week upto a maximum capping of 10% will be levied. The purchaser will have the right to terminate the contract when the penalty is more than 10% of the contract value. Notwithstanding any other provisions contained in the Agreement, the SI shall not be responsible for a failure to meet any Service Level in accordance with the Agreement to the extent such failure is caused due to reasons attributable to or failure of the Purchaser or the other service providers to perform its or their obligations.	As Per RFP
29	Part 1 - 5. APPENDIX Page 96	5.9. Appendix 9: Substitution of Key Experts at Validity Extension c) If the System Integrator fails to provide a replacement of any key expert with equal or better qualifications or if the provided reasons for the replacement or justification are unacceptable to Punjab Police, then a penalty of 5% of quoted man-month rate per week will be levied. d) Punjab Police reserves the right to seek for replacement of resources against any of the positions mentioned in the RFP if at any point they are found not suitable for the work allocated to them in the project. The System Integrator should provide a replacement within 30 days of such written request placed by Punjab Police otherwise a penalty of 5% of quoted man-month rate per week of delay will be levied. In such an eventuality where replacement is requested by Punjab Police, atleast a 30 days' notice will be given to Bidder to advise the concerned resource to improve upon his/her performance failing which the replacement clause will be started.	Bidder suggests this provision be revised as under: c) If the System Integrator fails to provide a replacement of any key expert with equal or better qualifications or if the provided reasons for the replacement or justification are unacceptable to Punjab Police, then a penalty of 0.5% 5% of quoted man-month rate per week will be levied subject to maximum of 5%. d) Punjab Police reserves the right to seek for replacement of resources against any of the positions mentioned in the RFP if at any point they are found not suitable for the work allocated to them in the project. The System Integrator should provide a replacement within 30 days of such written request placed by Punjab Police otherwise a penalty of 0.5% 5% of quoted man-month rate per week of delay will be levied. In such an eventuality where replacement is requested by Punjab Police, atleast a 30 days' notice will be given to Bidder to advise the concerned resource to improve upon his/her performance failing which the replacement clause will be started subject to maximum of 5%.	As Per RFP
30	Part 1 - 5. APPENDIX Page 96	5.9. Appendix 9: Substitution of Key Experts at Validity Extension d) Punjab Police reserves the right to seek for replacement of resources against any of the positions mentioned in the RFP if at any point they are found not suitable for the work allocated to them in the project. The System Integrator should provide a replacement within 30 days of such written request placed by Punjab Police otherwise a penalty of 5% of quoted man-month rate per week of delay will be levied. In such an eventuality where replacement is requested by Punjab Police, at-least a 30 days' notice will be given to Bidder to advise the concerned resource to improve upon his/her performance failing which the replacement clause will be started.	The bidder requests the following modifications: d) Punjab Police reserves the right to seek for replacement of resources against any of the positions mentioned in the RFP if at any point they are found not suitable for the work allocated to them in the project. The System Integrator should provide a replacement within 30 days of such written request placed by Punjab Police otherwise a penalty of 2% of quoted man-month rate per month of delay will be levied. In such an eventuality where replacement is requested by Punjab Police, at-least a 30 days' notice will be given to Bidder to advise the concerned resource to improve upon his/her performance failing which the replacement clause will be started. In any event, the total penalty levied for reasons solely and entirely attributable to the bidder and not for delay due to reasons attributable to Purchaser and/or its other vendors or due to reasons of Force Majeure should not exceed 5% of the quarterly invoice value (excluding taxes)	As Per RFP
31	Part 2 - 1. DEFINITIONS AND INTERPRETATION Page 2	1.1. Definitions Agreement means this Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;	Bidder suggests this provision be revised as under: 1.1. Definitions Agreement means this Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexures, Schedules and the contents and specifications of the <u>System Integrator's Proposal and</u> the RFP;	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
32	Part 2 - 1. DEFINITIONS AND INTERPRETATION Page 5	1.1. Definitions Performance Guarantee Means the guarantee provided by a Nationalized Bank in favor of the Purchaser. The amount of Performance Security shall be 10% of the overall contract value. This performance security shall be valid till 60 days after the completion of the project i.e. sixty days beyond the total contract period;	The bidder requests the following modifications: 1.1. Definitions The Bidder shall furnish Performance Security to the Authority for an amount of 3% of the Contract Value (as per Circular No. F/9/4/2020-PPD, dtd. 12/11/2020, Ministry of Finance, Government of India) valid up to 30 (thirty) days after the date of completion of contract period. This performance security shall be valid till 30 days after the completion of the project i.e. thirty days beyond the total contract period;	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
33	Part 2 - 1. DEFINITIONS AND INTERPRETATION Page 6	1.1. Definitions Required Consents means the consents, waivers, clearances, and licenses to use Purchaser's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that Purchaser or their nominated agencies are required to make available to System Integrator pursuant to this Agreement;	Bidder suggests this provision be revised as under: 1.1. Definitions Required Consents shall have the meaning as provided in Section 9.1 means the consents, waivers, clearances, and licenses to use Purchaser's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that Purchaser or their nominated agencies are required to make available to System Integrator pursuant to this Agreement	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.

34	Part 2 - 1. DEFINITIONS AND INTERPRETATION Page 8	1.5. Priority of documents (a) This Agreement along with (b) the SLA agreement, (c) NDA agreement, (d) Schedules and Annexures. (e) the RFP along with subsequently issued corrigenda. (f) Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the System Integrator in response to the RFP, to the extent they are not inconsistent with any terms of the RFP	Bidder suggests this provision be revised as under: (a) This Agreement along with (b) the SLA agreement, (c) NDA agreement, (d) Schedules and Annexures. (e) <u>Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the System Integrator in response to the RFP</u> along with subsequently issued corrigenda. (f) Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the System Integrator in response to the RFP, to the extent they are not inconsistent with any terms of the RFP	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
35	Part 2 - 10. USE OF ASSETS BY THE SYSTEM INTEGRATOR Page 17	10.1. During the Term the System Integrator shall: b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the System Integrator takes control of and/or first uses the Assets and during the entire Term of the Agreement. c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the System Integrator will be followed by the System Integrator and any person who will be responsible for the use of the Assets;	Bidder suggests this provision be revised as under: b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the System Integrator takes control of and/or first uses the Assets and during the entire Term of the Agreement. c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the System Integrator will be followed by the System Integrator and any person who will be responsible <u>through the Service Provider</u> for the use of the Assets;	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
36	Part 2 - 11. ACCESS TO THE PURCHASER OR ITS NOMINATED AGENCIES LOCATIONS Page 18	11.2 Access to locations, office equipment's and services shall be made available to the System Integrator < on an "as is, where is" basis / in appropriate working condition (as per scope of work defined in the tender)> by the Purchaser as the case may be or its nominated agencies. The System Integrator agrees to ensure that its employees, agents shall not use the location, services and equipment referred to in RFP for the following purposes	Bidder suggests this provision be revised as under: 11.2 Access to locations, office equipment's and services shall be made available to the System Integrator < on an "as is, where is" basis / in appropriate working condition (as per scope of work defined in the tender)> by the Purchaser as the case may be or its nominated agencies. The System Integrator agrees to ensure that its employees, agents shall not use the location, services and equipment referred to in RFP for the following purposes	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
37	Part 2 - 13. FINANCIAL MATTERS Page 20	13.1. Terms of Payment vi. Payments shall be subject to the application of SLA penalties and its adjustments/corrections as may be provided for in the Agreement and the SLA from the relevant milestone(s). vii. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Purchaser shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the System Integrator performance of any obligations under this Agreement or the SLA) other than those covered in RFP. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause	Bidder suggests this provision be revised as under: vi. Payments shall be subject to the application of <u>undisputed</u> SLA penalties and its adjustments/corrections as may be provided for in the Agreement and the SLA from the relevant milestone(s). vii. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Purchaser shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the System Integrator performance of any obligations under this Agreement or the SLA) other than those covered in RFP. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including <u>excluding</u> taxes which are addressed in this Clause	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
38	Part 2 - 13. FINANCIAL MATTERS Page 21	13.2. Invoicing and Settlement iii. Payment shall be made within 30 working days on the receipt of invoice along with supporting documents by the Purchaser subject to deduction of applicable SLA penalties. The penalties are imposed on the vendor as per the SLA criteria specified in the SLA. iv. The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the System Integrator under the terms and conditions in the RFP where the Purchaser disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the escalation procedure as defined during signing of the contract. Any exercise by the Purchaser under this Clause shall not entitle the System Integrator to delay or withhold provision of the Services.	Bidder suggests this provision be revised as under: iii. Payment shall be made within 30 working days on the receipt of invoice along with supporting documents by the Purchaser subject to deduction of applicable <u>undisputed</u> SLA penalties. The penalties are imposed on the vendor as per the SLA criteria specified in the SLA. iv. The Purchaser shall <u>within fifteen (15) days after receipt of applicable invoice</u> be entitled to delay or withhold payment of any invoice or part of it delivered by the System Integrator under the terms and conditions in the RFP where the Purchaser disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the escalation procedure as defined during signing of the contract. Any exercise by the Purchaser under this Clause shall not entitle the System Integrator to delay or withhold provision of the Services. <u>For any undisputed amounts not paid when due, the System Integrator, without prejudice to any other remedies that it may have in this regard, shall impose late payment charges at the rate of 2% per month until the delayed payment is paid in full. Without prejudice to the other rights available, the System Integrator also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by the Purchaser and any such withholding by the System Integrator shall not be treated as breach by it of the provisions of this Agreement.</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
39	Part 2 - 13. FINANCIAL MATTERS Page 21	13.3. Tax i. The Purchaser or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the System Integrator wherever applicable. The System Integrator shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.	Bidder suggests this provision be revised as under: i. The Purchaser or its nominated agencies shall be responsible for withholding <u>income</u> taxes from the amounts due and payable to the System Integrator wherever applicable. The System Integrator <u>Purchaser</u> shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.

40	Part 2 - 13. FINANCIAL MATTERS Page 22	13.3. Tax iii. If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Purchaser for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the System Integrator in performing the Services, then the remuneration and reimbursable expense otherwise payable to the System Integrator under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in the payment schedules in this Agreement and the RFP. However, in case of any new or fresh tax or levy imposed after submission of the proposal the System Integrator shall be entitled to reimbursement on submission of proof of payment of such tax or levy	Bidder suggests this provision be revised as under: iii. If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties <u>on the System Integrator's income</u> , which are directly payable by the Purchaser for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the System Integrator in performing the Services, then the remuneration and reimbursable expense otherwise payable to the System Integrator under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in the payment schedules in this Agreement and the RFP. However, Further, in case of any new or fresh tax or levy imposed after submission of the proposal the System Integrator shall be entitled to reimbursement on submission of proof of payment of such tax or levy	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
41	Part 2 - 14. TERMINATION Page 23	14.1. For Material Breach (a) (ii) If there is a Material Breach by the Purchaser or its nominated agencies which results in not providing support for effecting data migration or not providing the certification of User Acceptance then the System Integrator will give a one month's notice for curing the Material Breach to the Purchaser. After the expiry of such notice period, the System Integrator will have the option to terminate the Agreement.	The bidder requests the following modifications: (ii) If there is a Material Breach by the Purchaser or its nominated agencies which results in not providing support for effecting data migration or not providing the certification of User Acceptance then the System Integrator or not releasing the due payments within 30 days of invoice submission will give a one month's notice for curing the Material Breach to the Purchaser. After the expiry of such notice period, the System Integrator will have the option to terminate the Agreement.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
42	Part 2 - 14. TERMINATION Page 23	14.2. Termination for convenience 14.2.1. The Purchaser may at any time terminate the Contract for any reason by giving the System Integrator a notice of termination that refers to this clause. 14.2.2. Upon receipt of the notice of termination under this clause, the SI shall either as soon as reasonably practical or upon the date specified in the notice of termination: (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;	Bidder suggests this provision be revised as under: 14.2.1. The Purchaser may at any time <u>with no less than 180 days prior written notice</u> terminate the Contract for any reason by giving the System Integrator a notice of termination that refers to this clause. 14.2.2. Upon receipt of the notice effective date <u>receipt of the notice effective date</u> of termination under this clause, the SI shall either as soon as reasonably practical or upon the date specified in the notice of termination <u>or upon the date specified in the notice of termination</u> (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition; <u>except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
43	Part 2 - 14. TERMINATION Page 24	14.2. Termination for convenience (d) in addition, the SI shall: (iii) deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the SI as of the date of termination in connection with the System	Bidder suggests this provision be revised as under: deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the SI <u>specifically for the Purchaser</u> as of the date of termination in connection with the System	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
44	Part 2 - 15. INDEMNIFICATION & LIMITATION OF LIABILITY Page 25	15.1. Subject to Clause 15.4 below, System Integrator (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or nonperformance under this Agreement. 15.2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party. 15.3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, <u>Indemnifying Party shall at its expense and option either</u>	Bidder suggests this provision be revised as under: 15.1. Subject to Clause 15.4 below, <u>System Integrator each party (as the "Indemnifying Party")</u> undertakes to indemnify, hold harmless the <u>other party Purchaser (as the "Indemnified Party")</u> from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or nonperformance under this Agreement <u>unless caused by negligence or willful misconduct of the Indemnified Party.</u> 15.2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any <u>material Service</u> provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party. 15.3. Indemnifying Party will not <u>indemnify, defend or pay any costs or damages under this clause to the</u> Indemnified Party, however, if the claim of infringement is caused by a) Indemnified Party's misuse or modification of the <u>materials provided by the Indemnifying Party Service;</u> b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the <u>Service materials provided by the Indemnifying Party</u> in combination with any product or information not owned or developed by Indemnifying Party, <u>including in the materials</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
45	Part 2 - 15. INDEMNIFICATION & LIMITATION OF LIABILITY Page 27	15.5 The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 15 and breach of Clause 12.4 and 17.	Bidder suggests this provision be revised as under: The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total <u>annual</u> contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 15 <u>and breach of Clause 12.4 and 17.</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.

46	Part 2 - 15. INDEMNIFICATION & LIMITATION OF LIABILITY Page 27		Bidder suggests following additinal provision be included: <u>15.8. The System Integrator shall be excused and not be liable or responsible for any delay or failure to perform the Services or failure of the Services or a deliverable under this Contract to the extent that such delay or failure has arisen as a result of any delay or failure by the Purchaser or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that the System Integrator is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser, the System Integrator shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which vendor is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser. Such failures or delays shall be brought to the notice the Purchaser and subject to mutual agreement with the Purchaser, the System Integrator shall take such actions as may be necessary to correct or remedy the failures or delays. The System Integrator shall be entitled to invoice the Purchaser for additional costs incurred in connection with correction or remedy as above at its standard rate card.</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
47	Part 2 - 16. FORCE MAJEURE Page 29	16.2. Force Majeure events 16.2.4. For the avoidance of doubt, it is expressly clarified that the failure on the part of the System Integrator under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).	Bidder suggests this provision be revised as under: 16.2.4. For the avoidance of doubt, it is expressly clarified that the failure on the part of the System Integrator under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event <u>unless such disaster contingency planning and back-up and other data safeguards are itself subject to Force Majeure event</u> . For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
48	Part 2 - 17. CONFIDENTIALITY Page 29	17.1. The Purchaser or its nominated agencies shall allow the System Integrator to review and utilize highly confidential public records and the System Integrator shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.	Bidder suggests this provision be revised as under: 17.1. The Purchaser or its nominated agencies shall allow the System Integrator to review and utilize highly confidential public records and the System Integrator shall maintain <u>the highest level of</u> secrecy, confidentiality and privacy with regard thereto <u>similar to the one it exercises for its confidential information.</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
49	Part 2 - 17. CONFIDENTIALITY Page 29	17.3. The Purchaser or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the System Integrator regarding any forbidden disclosure.	Bidder suggests this provision be revised as under: 17.3. The Purchaser or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary <u>punitive</u> action against the System Integrator regarding any forbidden disclosure.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
50	Part 2 - 17. CONFIDENTIALITY Page 30	17.4. (d) Information which has been disclosed to the public pursuant to a court order.	Bidder suggests this provision be revised as under: (d) Information which has been disclosed to the public <u>or court or authority</u> pursuant to a court order <u>or law or regulation.</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
51	Part 2 - 17. CONFIDENTIALITY Page 30	17.6. Any handover of the confidential information needs to be maintained in a list, both by Purchaser & SI, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.	Bidder suggests this provision be revised as under: 17.6. Any handover of the confidential information needs to be maintained in a list, both by Purchaser & SI, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties. <u>Confidentiality obligations shall survive for the tenure of this Agreement and for a period of three years thereafter.</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
52	Part 2 - 18. AUDIT, ACCESS AND REPORTING Page 30		Bidder suggests following provision be included: <u>Audits under the Agreement shall be conducted during normal working hours and upon reasonable advance written notice to the System Integrator. The Purchaser and its auditors will: (i) comply with the System Integrator's reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by the System Integrator; and (ii) cooperate with the System Integrator to minimize any disruption to the System Integrator's business activities. Purchaser shall ensure that the auditors involved are not competitors of the System Integrator. Further, in no case shall the System Integrator required to share information relating to its internal costing, profit and mark up.</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
53	Part 2 - 19. INTELLECTUAL PROPERTY RIGHTS Page 30	19.1. Products and fixes: All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the product owner.	Bidder suggests this provision be revised as under: 19.1. Products and fixes: All products and related solutions and fixes <u>including Third Party Systems</u> provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the product owner.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.

54	Part 2 - 19. INTELLECTUAL PROPERTY RIGHTS Page 31	19.3. Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the System Integrator should grant Purchaser a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Purchaser as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Purchaser's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that System Integrator leaves with Purchaser at the conclusion of performance of the services.	Bidder suggests this provision be revised as under: 19.3. Pre-existing work: All IPR including the source code, <u>tools, methodology, processes, ideas, know-how, technology</u> and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement (pre-existing work) including any enhancement or modification thereto shall remain the sole property of that Party (pre-existing work). During the performance of the services for this agreement, each party grants to the other party a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the System Integrator should grant Purchaser a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Purchaser as part of the service or deliverables only for its internal business operations. <u>The foregoing license does not authorize the Purchaser to (a) separate the System Integrator's pre-existing work from the deliverable in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell or transfer the System Integrator's pre-existing work in favour of any person, and/or (c) reverse compile or in any other way arrive at or attempt to arrive at the source code of the System Integrator's pre-existing work.</u> Under such license, either of parties will have no right to sell or transfer the pre-existing work of the other party to a Third Party. Purchaser's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that System Integrator leaves with Purchaser at the conclusion of performance of the services.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
55	Part 2 - 20. MISCELLANEOUS Page 32	20.1. Personnel (a) The personnel assigned by System Integrator to perform the Services shall be employees of System Integrator, and under no circumstances shall such personnel be considered employees of Purchaser or its nominated agencies. The System Integrator shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.	Bidder suggests this provision be revised as under: <u>As between the System Integrator and the Purchaser,</u> the personnel assigned by System Integrator to perform the Services shall be employees of System Integrator <u>or its subcontractors</u> , and under no circumstances shall such personnel be considered employees of Purchaser or its nominated agencies. The System Integrator shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
56	Part 2 - 20. MISCELLANEOUS Page 32	20.1. Personnel (g) Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public	Bidder suggests this provision be revised as under: <u>During the term of the Agreement and 12 months thereafter,</u> Neither Party will solicit for employment or knowingly hire an employee/ <u>personnel</u> of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public <u>to the extent such advertisements does not specifically target other party's personnel</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
57	Part 2 - 20. MISCELLANEOUS Page 33	20.3. Sub-contractors System Integrator shall not subcontract any work related to <Insert details> without Purchaser's prior written consent. However, the System Integrator shall provide the list of all the other services planned to be sub contracted, within 15 days of signing the Agreement. It is clarified that the System Integrator shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The System Integrator undertakes to indemnify the Purchaser or its nominated agencies from any claims on the grounds stated hereinabove.	Bidder suggests this provision be revised as under: 20.3 System Integrator shall not subcontract any work related to <Insert details> without Purchaser's prior written consent <u>which consent shall not be unreasonably or delayed withheld</u> . However, the System Integrator shall provide the list of all the other services planned to be sub contracted, within 15 days of signing the Agreement. It is clarified that the System Integrator shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The System Integrator undertakes to indemnify the Purchaser or its nominated agencies from any claims on the grounds stated hereinabove.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
58	Part 2 - 20. MISCELLANEOUS Page 33	20.4. Assignment (b) Subject to Clause 5.1, the System Integrator shall not be permitted to assign its rights and obligations under this Agreement to any third party. (c) The Purchaser may assign or novate all or any part of this Agreement and Schedules/Annexures, and the System Integrator shall be a party to such novation, to any third party contracted to provide outsourced services to Purchaser or any of its nominees	Bidder suggests this provision be revised as under: 20.4 (b) Subject to Clause 5.1, <u>the System Integrator, neither party shall not be permitted to assign its rights and obligations under this Agreement to any third party without prior consent of other party, which consent shall not be unreasonably delayed or withheld. The Purchaser may assign or novate all or any part of this Agreement and Schedules/Annexures, and the System Integrator shall be a party to such novation, to any third party contracted to provide outsourced services to Purchaser or any of its nominees</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
59	Part 2 - 20. MISCELLANEOUS Page 36	20.12. Entire Agreement This Agreement and the SLA with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation	Bidder suggests this provision be revised as under: This Agreement and the SLA with all schedules & annexures appended thereto and the contents and specifications of <u>the System Integrator's Proposal,</u> the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation. <u>Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in the Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in the Agreement. The Agreement may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties.</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
60	Part 2 - 21. GOVERNING LAW AND DISPUTE RESOLUTION Page 38	21.8 Third party components: System Integrator will provide all third-party components solely on a pass-through basis in accordance with the relevant third-party terms and conditions.	Bidder suggests this provision be revised as under: 21.8 Third party components: <u>To the extent any third party components are specified by System Integrator to be provided on a pass-through basis in its proposal,</u> System Integrator will provide all third-party components solely on a pass-through basis in accordance with the relevant third-party terms and conditions. <u>21.9 Acts or omissions of Other Party: Neither Party shall be liable for any delay or failure in the performance of its obligations under this Contract, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Contract by the other Party</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.

61	Part 2 - 4. CONDITIONS PRECEDENT & EFFECTIVE DATE Page 10	4.2. (a). Conditions Precedent of the System Integrator The System Integrator shall be required to fulfill the Conditions Precedent in which is as follows: i. to provide a 10% Performance Security/Guarantee and other guarantees/ payments within 15 days of the receipt of notification of award from the purchaser;	The bidder requests the following modifications: The System Integrator shall be required to fulfill the Conditions Precedent in which is as follows: i. to provide a 3% Performance Security/Guarantee within 30 days of the receipt of notification of award from the purchaser;	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
62	Part 2 - 6. REPRESENTATIONS AND WARRANTIES Page 13		Bidder suggests following additional provision be included: <u>6.3 Except as set forth in this Section 6, the System Integrator makes no warranties to customer, express or implied, with respect to any services or deliverables provided hereunder, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. All such other warranties are hereby disclaimed by the System Integrator.</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
63	Part 2 - 7. OBLIGATIONS OF THE PURCHASER OR ITS NOMINATED AGENCIES Page 16	(e) Provide prompt Deliverable feedback: Within 21 working days from the submission of a deliverable/SLA and performance reports, the purchaser shall provide a sign offs on the deliverable or provide its comments or suggestions for changes. Purchaser shall make a sincere effort to provide signoffs.	The bidder requests the following modifications : (e) Provide prompt Deliverable feedback: Within 21 working days from the submission of a deliverable/SLA and performance reports, the purchaser shall provide a sign offs on the deliverable or provide its comments or suggestions for changes. Purchaser shall make a sincere effort to provide signoffs. In case, the purchaser fails to provide signoff on the final deliverable within 21 working days, same may be considered as deemed acceptance.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
64	Part 2 - 7. OBLIGATIONS OF THE PURCHASER OR ITS NOMINATED AGENCIES Page 16		The bidder requests the following addition: f) Purchaser shall ensure that all due payments are released to the SI within 30 days of submission of invoice. In the event of delay in payment of undisputed amount beyond 30 working days, SI shall be entitled to a late payment interest of 10% per annum of the total Contract value from the date of completion of 30 working days after submission of invoice. This interest is subject to a limit of 10% of the total contract value.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
65	Part 2 - 8. OBLIGATIONS OF THE SYSTEM INTEGRATOR Page 16	8.3 It shall ensure that the Services are being provided as per the Project Timelines set out in the RFP	Bidder suggests this provision be revised as under: <u>8.3 Subject to the Purchaser performing its obligations in timely manner, it shall ensure that the Services are being provided as per the Project Timelines set out in the RFP</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
66	Part 2 - 9. APPROVALS AND REQUIRED CONSENTS Page 16	9.1. The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Required Consents") necessary for the System Integrator to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided. 9.2. The Purchaser or its nominated agencies shall use reasonable endeavors to assist System Integrator to obtain the required consent. In the event that any Required Consent is not obtained, the System Integrator and the Purchaser or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Purchaser or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the System Integrator shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the System Integrator's obligations are not dependent upon such Required Consents	Bidder suggests this provision be revised as under: 9.1. The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Required Consents") necessary for the System Integrator to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided. <u>It is clarified that the consents, waivers, clearances and licenses to use Purchaser's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that Purchaser or their nominated agencies are required to make available to the System Integrator pursuant to this Agreement shall be Purchaser's responsibility.</u> 9.2. The Purchaser or its nominated agencies shall use reasonable endeavors to assist System Integrator to obtain the required consent <u>that is necessary for the System Integrator to provide the Services and are identified as System Integrator's responsibility.</u> In the event that any Required Consent is not obtained, the System Integrator and the Purchaser or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Purchaser or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the System Integrator shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the System Integrator's obligations are not dependent upon such Required Consents.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
67	Part 2 - SCHEDULE I – CHANGE CONTROL SCHEDULE Page 39	CHANGE MANAGEMENT PROCESS a) CHANGE CONTROL NOTE ("CCN") ii. The SI and the Purchaser or its nominated agencies, during the Project Operation and Management Phase and the Purchaser or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.	Bidder suggests this provision be revised as under: ii. The SI and the Purchaser or its nominated agencies, during the Project Operation and Management Phase and the Purchaser or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP <u>and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
68	Part 2 - SCHEDULE I – CHANGE CONTROL SCHEDULE Page 40-41	CHANGE MANAGEMENT PROCESS c) Costs Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the SI meets the obligations as set in the CCN. In case of recertification due to proposed changes, required cost will be borne by the party that initiated the change. In the event the SI is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the SI.	Bidder suggests this provision be revised as under: Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the SI meets the obligations as set in the CCN. In case of recertification due to proposed changes, required cost will be borne by the party that initiated the change. In the event the SI <u>for reasons solely and entirely attributable to it</u> is unable to meet the obligations as defined in the <u>agreed CCN</u> then the cost of getting it done by third party will be borne by the SI <u>subject to a maximum of 5% of the fees that otherwise would have been payable to the SI for such CCN.</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.

69	Part 2 - SCHEDULE II - EXIT MANAGEMENT SCHEDULE 2. TRANSFER OF ASSETS Page 42	2.3. Upon service of a notice under this Article the following provisions shall apply: (a) in the event, if the Assets to be transferred are mortgaged to any financial institutions by the SI, the SI shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Purchaser. (b) All risk in and title to the Assets to be transferred / to be purchased by the Purchaser pursuant to this Article shall be transferred to Purchaser, on the last day of the exit management period. (d) The outgoing SI will pass on to Purchaser and/or to the Replacement SI, the subsisting rights in any leased properties/ licensed products on terms not less favorable to Purchaser/ Replacement SI, than that enjoyed by the outgoing SI.	Considering the scope of work as defined in the RFP, the clause is not applicable and should be deleted.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
70	Part 2 - SCHEDULE II - EXIT MANAGEMENT SCHEDULE 5. EMPLOYEES Page 44	5.1. Promptly on reasonable request at any time during the exit management period, the System Integrator shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser or its nominated agency a list of all employees (with job titles) of the System Integrator dedicated to providing the services at the commencement of the exit management period. 5.2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the System Integrator to the Purchaser or its nominated agency, or a Replacement System Integrator ("Transfer Regulation") applies to any or all of the employees of the System Integrator, then the Parties shall comply with their respective obligations under such Transfer Regulations.	Bidder suggests following provision be included: 5.1. Promptly on reasonable request at any time during the exit management period, the System Integrator shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser or its nominated agency a list of all employees (with job titles) of the System Integrator dedicated to providing the services at the commencement of the exit management period. 5.2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the System Integrator to the Purchaser or its nominated agency, or a Replacement System Integrator ("Transfer Regulation") applies to any or all of the employees of the System Integrator, then the Parties shall comply with their respective obligations under such Transfer Regulations.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
71	Part 2 - SCHEDULE II - EXIT MANAGEMENT SCHEDULE 6. TRANSFER OF CERTAIN AGREEMENTS Page 44	On request by the Purchaser or its nominated agency the System Integrator shall effect such assignments, transfers, licenses and sub-licenses as the Purchaser may require in favor of the Purchaser or its Replacement System Integrator in relation to any equipment lease, maintenance or service provision agreement between System Integrator and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Purchaser or its nominated agency or its Replacement System Integrator.	Bidder suggests this provision be revised as under: On request by the Purchaser or its nominated agency the System Integrator shall <u>at Purchaser's cost</u> effect such assignments, transfers, licenses and sub-licenses as the Purchaser may require in favor of the Purchaser or its Replacement System Integrator in relation to any equipment lease, maintenance or service provision agreement between System Integrator and third party lessors, vendors, and which are <u>exclusively</u> related to the services and reasonably necessary for the carrying out of replacement services by the Purchaser or its nominated agency or its Replacement System Integrator <u>subject to agreement of the applicable third party lessors and vendors</u> .	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
72	Part 2 - SCHEDULE II - EXIT MANAGEMENT SCHEDULE 7. RIGHTS OF ACCESS TO PREMISES Page 45		Bidder suggests following additional provision be included: <u>7.4 Any access in this clause shall be with prior written notice and during the applicable working hours in such premises subject to the Purchaser or its nominated agency or a Replacement System Integrator compliance with the security and confidentiality guidelines as applicable in such premises</u>	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
73	Part 2 - SCHEDULE II - EXIT MANAGEMENT SCHEDULE 9. EXIT MANAGEMENT PLAN Page 46	9.4 The terms of payment as stated in the Terms of Payment Schedule include the costs of the System Integrator complying with its obligations under this Schedule.	Bidder suggests this provision be revised as under: <u>9.4 Unless otherwise specified in this Schedule and/or the Exit Management Plan, the</u> terms of payment as stated in the Terms of Payment Schedule include the costs of the System Integrator complying with its obligations under this Schedule.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
74	Part 2 - SCHEDULE III - AUDIT, ACCESS AND REPORTING 5. AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS Page 48	5.1. The System Integrator shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with sub-contractors who supply labor, services in respect of the services. The System Integrator shall inform the Purchaser or its nominated agency prior to concluding any sub-contract or supply agreement if any.	The bidder requests the following clarifications: This excludes all information that is classified as "Confidential" in bidder's records like purchase orders issued to the vendors / suppliers, agreement with vendors etc. Please confirm.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.
75	Part 2 - SCHEDULE V - SPECIAL CONDITIONS OF CONTRACT Page 56	(xv) The performance Bank Guarantee(PBG) should remain valid for a period of 60 days beyond the date of completion of contractual obligations/warranty.	The bidder requests the following modifications: (xv) The performance Bank Guarantee(PBG) should remain valid for a period of 30 days beyond the date of completion of contractual obligations/warranty.	The points pertaining to Part-2 of the RFP (draft MSA) shall be discussed with the selected bidder before the signing of the final MSA.

XtraNet Technologies Private Limited

Sr. No	Section/Clause No.	Page No.	Reference/ Subject/Clause	Clarification Sought	Response by Department
1	3.2. Criteria for Evaluation 3.2.1. Pre-Qualification (PQ) Criteria	21	The bidder should be a company of CMMI Level 3 or higher. The certificate must be valid as on the date of bidding.	With reference to the said clause, we request to please accept those bidder also whose CMMI Certificate is under renewal or in ongoing process of approval. Hence, please revise the clause as below: *The bidder should be a company of CMMI Level 3 or higher. The certificate must be valid as on the date of bidding. In case CMMI Level 3 or higher certificate is expired during the pandemic time and renewal / upgrade process is going on, then Bidders have to submit the old certificate, Proof of Application and undertaking in case CMMI certification in under renewal process.*	As per RFP
2	3.2. Criteria for Evaluation 3.2.1. Pre-Qualification (PQ) Criteria	22	The bidder should have successfully designed and developed application, customization, testing as well as providing Operation & Maintenance support for projects meeting the criteria mentioned below. (i) 01 Project of value INR 12 Crore or more OR (ii) 02 projects of value INR 7.5 Crore or more OR (iii) 3 projects of value of INR 6 crore or more Project credentials of the Government and Public sector Undertakings within India in the last 05 years will be considered. The project should have the following minimum components: a) Application development including API integration b) Data Centre Operation & Management c) Data Digitization/ Migration	We request to please revise this clause as below: The bidder should have successfully designed and developed application/Upgrade & Maintenance of Enterprise Application, customization, testing as well as providing Operation & Maintenance support for projects meeting the criteria mentioned below. (Ongoing projects will be considered if Go live is achieved): (i) 01 Project of value INR 12 Crore or more OR (ii) 02 projects of value INR 7.5 Crore or more OR (iii) 3 projects of value of INR 6 crore or more Project credentials of the Government and Public sector Undertakings within India in the last 5 years will be considered. The project should have the following minimum components: a) Enterprise Application development/Enterprise Upgradation/Enterprise Maintenance b) Operation & Maintenance	As per RFP
3	3.2. Criteria for Evaluation 3.2.2. Technical Evaluation Scoring Matrix	23	The bidder should have successfully designed and developed application, customization, testing along with Operation & Maintenance support for projects of value INR 5 Crore or more <input type="checkbox"/> 5 Projects: 15 Marks <input type="checkbox"/> 4 Projects: 12 Marks <input type="checkbox"/> 3 Projects: 10 Marks <input type="checkbox"/> 2 Projects: 6 Marks The project should have following minimum components: a. Application development including API integration b. Data Centre Operation Management c. Data Digitization/ Migration	We request to please revise this clause as below: The bidder should have successfully designed and developed application/Upgrade & Maintenance of Enterprise Application, customization, testing as well as providing Operation & Maintenance support for projects meeting the criteria mentioned below. (Ongoing projects will be considered if Go live is achieved): (i) Project of value equal & more than INR 12 Crore - 15 Marks (ii) Projects of value INR equal & more than 7.5 Crore but below 12 Crore - 10 Marks (iii) Projects of value equal & more than INR 6 crore but below 7.5 Crore - 6 Marks Project credentials of the Government and Public sector Undertakings within India in the last 5 years will be considered. The project should have the following minimum components: a) Enterprise Application development/Enterprise Upgradation/Enterprise Maintenance b) Operation & Maintenance	As per RFP
4	3.2. Criteria for Evaluation 3.2.2. Technical Evaluation Scoring Matrix	23	The bidder should have experience in providing manpower support for operations and maintenance for MMP/eGov/ IT/ ITES projects having minimum 400 end user locations: <input type="checkbox"/> 5 Projects: 10 Marks <input type="checkbox"/> 4 Projects: 8 Marks <input type="checkbox"/> 3 Projects: 6 Marks <input type="checkbox"/> 2 Projects: 4 Marks Project credentials of Government and Public Sector Undertakings within India will be considered.	Q-We request to please revise this clause as below: The bidder should have experience in providing manpower support for operations and maintenance for MMP/eGov/ IT/ ITES projects having minimum 400 end user. <input type="checkbox"/> 3 Projects: 10 Marks <input type="checkbox"/> 2 Projects: 8 Marks <input type="checkbox"/> 1 Projects: 6 Marks Project credentials of Government and Public Sector Undertakings/Large Enterprise Client within India will be considered.	As per RFP
5	3.2. Criteria for Evaluation 3.2.2. Technical Evaluation Scoring Matrix	23	The bidder should have experience of successful integration of more than two application for central/ State Govt/ PSU clients for cross departmental integration • 2 marks for each project, maximum 10 marks Projects undertaken within India will be considered.	Q - We request to please revise this clause as below: The bidder should have experience of successful integration of more than two application for central/ State Govt/ PSU/Enterprise clients for cross departmental integration • 5 marks for each project, maximum 10 marks Projects undertaken within India will be considered.	As per RFP
6	1. Section 1: Invitation for Bids (IFB) 1.1. Invitation for Bids	6	5. Earnest Money Deposit (EMD): Bidders should submit an EMD of Rs.15,00,000/- (Rupees Fifteen Lakh Only) on www.eproc.punjab.gov.in portal. The EMD of the unsuccessful bidder will be returned.	We request to please accept the EMD in the form of BG as most of the department accept the EMD in the form of Bank Guarantee	As per RFP

7	3.1.8. Performance Bank Guarantee (PBG)	19	On receipt of a Letter of Intent ("LoI") from Punjab Police, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10 % of the total contract value defined in this RFP on or before the signing of the subsequent Contract, typically within 15 days from notification of the LoI, unless specified to the contrary. In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, Punjab Police may at its sole discretion cancel the LoI/ LoA without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.	We request to reduce the PBG amount to 3% of the Order/Estimated Bid value as per the govt. ordinance. Reference - Memorandum of Govt. No. F.9/4/2020-PPD Government of India Ministry of Finance Department of Expenditure Procurement Policy Division From Deputy Secretary to the Govt. of India. Also This would reduce the overall financial cost of the bids.	As per RFP
8	2.2. Eligible Bidders	10	c) Consortium partnership will not be allowed. The bidder must meet all eligibility criteria by itself	We request to please allow the Consortium and jointly satisfying the eligibility criteria to have adequate competitive and qualitative participation	As per RFP
9	4.7. Scope of Work	36	e) Training support: To provide support for imparting role-based training to the Training of Trainers (ToT) at PPHQ for any additional modules designed and developed at State level.	Please mention the number of location and number users for the training	Clarification: 100 ToT to be trained. Mode of training will be both online and offline with Offline training to be conducted at Punjab Police Headquarters Chandigarh
10	4.11. Payment Terms & Deliverables	50	Milestone - Quarterly O&M SLA support Payment frequency - Payment will be released as per equal quarterly payments instalments	We request to please revise the payment terms as below: Payment frequency - Payment will be released as per equal monthly payments instalments	As per RFP
11	General Query	General Query	Currently the AMC is being undertaken by the Department itself.	Please confirm that Hardware & Software Warranty and AMC	As per RFP