

Response to Queries related to RFP for selection of System Integrator for operations and management of CCTNS Punjab
Ref No. e-Tender/Technical Services/2023-24/02
e-Proc Punjab Tender Id: 2023_DHA_108013_1 published on 24th August, 2023

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
1	RFP Part-I	1.1 & 1	Any Contract that may result from this RFP will be issued for a term of 03 years initially from the date of signing of Letter of Award. Punjab Police reserves the right, to extend the duration of the contract on the same terms and conditions for 02 years, one year at a time from the initial period of three (03) years	We request you to be considered the year on year inflation while extension of contract tenure post 3 years completion based on the mutually agreement basis .	No Change. As per RFP
2	RFP Part-I	4.5.2 & 23	CCTNS SDC is also connected with National Data Centre and Disaster Recovery Centre for data transaction and regular backup respectively	Please confirm does the Regular backup of data transactions are falls under bidder scope or any other team is there to execute it .	Selected bidder shall be responsible for any type of backups and retrievals etc. Punjab Police will facilitate for coordination with Data Centre team.
3	RFP Part-I	2 & 31	Help desk support System for CAS end user locations	Please confirm the approx. monthly tickets volume	At present, approx. 1500 per month
4				We assume that currently there are minimum 4 resources required to support 24x7 shift helpdesk operation, please confirm	Please refer corrigendum 5
5				Or do you have 4 number Helpdesk resource in each shift , please confirm since in the BOQ there are only 4 helpdesk resources are required.	Please refer corrigendum 5
6				Does these resources are only responsible for log and dispatch the calls or will they do the first call resolution also.	Yes understanding is correct. First call resolution shall be done by team deployed at helpdesk.
7				Kindly confirm is there any ticket logging tool in current environment , can bidder use the same .	Existing Ticket logging tool is IBM Maximo SCCD. It is an open-source tool. Same may be used by the bidder. In case of any issue, selected bidder may use its own tool.

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8				If in case bidder proposed any service tool along with Automation , in that case we request CCTNS to provide the required IT Infrastructure to deploy the tool.	Successful Bidder will be provided sitting arrangements and existing infrastructure only.
9	RFP Part-I	2 & 32.	f) Provide support required to resolve the field issues related to CAS application and may work 24x7 as per the urgency of the business.	Does bidder team needs to provide the on call support also as part of deliverables	Yes
10				If yes kindly specify the call volume during month and also suggest where does has to factored this cost or or else the centrally deployed team will handle it .	At present, call volume is approx. 6000 per month. Helpdesk team/ centrally deployed team shall handle all the calls as per issue raised in call.
11	RFP Part-I	6.e & 36.	e) Technical support to migrate the CCTNS DC/Disaster Recovery Centre to Cloud platform/Upgradation of Infrastructure. The resource deployed by the bidders for the DC operations should extend the technical support in migrating DC/DR Site to cloud platform on need basis without any financial implication.	Please confirm any Probability to move migrate the CCTNS DC or DR to Cloud platform within 1st year of contract tenure	As per RFP
12	RFP Part-I	Price bid & page 52	a) Form 2A: Manpower cost for application & maintenance for 1st , 2nd and 3rd year	We understand that to deliver the tender scope the mentioned number of 15 resources are sufficient and no additional efforts are required .	Minimum numbers of manpower required has been mentioned in the RFP. However, bidder is free to propose and deploy more resources, if required, to meet the project objective and timelines.

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13	RFP Part-I	3.2.1. Pre-Qualification (PQ) Criteria (Page no-15)	<p>The bidder should have successfully completed the project of "Similar Works" meeting the criteria mentioned below in any of the last seven years i.e. FY 2016-17 to FY 2022-23 with any of the Center/State Government Organization/ Centre/State run PSUs, Centre/State run Boards or Corporations or Societies, Statutory bodies or co-operative societies.</p> <p>a) 1 Project of value INR 8 Crore or more (inclusive of taxes) OR b) 2 projects each of value INR 5 Crore or more (inclusive of taxes) OR c) 3 projects of each value of INR 4 crore or more (inclusive of taxes)</p> <p>"Similar work" means any IT/ ITES work related to Application Development Software, Development/ Data Center Operations/ Data Digitization/ API Integration for Centre or State Government, Centre/State run PSUs, Centre/State run Boards or Corporations or Societies, Statutory bodies or co-operative societies</p>	<p>Please Change with The bidder should have successfully completed the project of "Similar Works" meeting the criteria mentioned below in any of the last seven years i.e. FY 2016-17 to FY 2022-23 with any of the Center/ State Government Organization/ Centre/State run PSUs, Centre/State run Boards or Corporations or Societies, Statutory bodies or co-operative societies.</p> <p>a) 1 Project of value INR 4 Crore or more (inclusive of taxes) OR b) 2 projects each of value INR 3 Crore or more (inclusive of taxes) OR c) 3 projects of each value of INR 2 crore or more (inclusive of taxes)</p> <p>"Similar work" means any IT/ ITES work related to Application Development Software, Development/ Data Center Operations/ Data Digitization/ API Integration for Centre or State Government, Centre/State run PSUs, Centre/State run Boards or Corporations or Societies, Statutory bodies or co-operative societies</p>	Please refer corrigendum 5.

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14	RFP Part-I	4.7. Detailed Scope of Work		Please elaborate, Do supporting manpower require onsite 24*7 support or vender can manage 24*7 support offsite/Cyfuture office.	Onsite
15	RFP Part-I	4.7. Detailed Scope of Work		<ul style="list-style-type: none"> Please elaborate list of hardware & infra will be provided by Police department and what hardware & infra, vender need to arrange during deployment of onsite manpower. 	As per RFP Part-I Clause 6.4 Appendix 8: Details of Existing DC/ DR Infrastructure and other clauses mentioned in RFP.
16	RFP Part-I	General	System Integrator	May use Service Provider in place of System Integrator in Contract/Agreement as in many places in RFP, referred as Service provider. Also as per scope of work, it is limited to Application Maintenance and Sustenance Part	Please refer corrigendum 5
17	RFP Part-I	General	24*7 Operations	In the entire RFP it is mentioned that operations will be 24*7 and incident resolution will have to be provided 24*7. This will be difficult to achieve.	As per RFP
18		BoQ	BoQ	In the BoQ it is mentioned 04 Helpdesk Personnel shall be required however in the clause 5.7.3 on page number 73 under Interpretation it is written that 24X7 time frame means three working shifts of 8 hours for all days. Each shift will have minimum of 02 helpdesk engineers. Therefore this should be 06 Helpdesk Personnel. Kindly clarify	Please refer corrigendum 5
19		Additional Clause		Kindly allow Subcontracting for non-technical helpdesk personnels	No Change. As per RFP
20	RFP Part-I	6.2 Support Service/Page Number 81	Response and Resolution Time	SLAs are on very higher side. It is requested to kindly modify the SLA as per below to make it achievable: Critical : Response Time 2 Hours and Resolution Time 6 Hours High : Response Time 6 Hours and Resolution Time 24 Hours Medium : Response Time 12 Hours and Resolution Time 36 Hours Low : Response Time 24 Hours and Resolution Time 72 Hours	No Change. As per RFP

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21	RFP Part-I	5.7.3. Interpretations / Page Number 77	SLA Exclusion	As per the scope of Wok, the bidder shall provide manpower services however there are many other deliverables which are in the scope of other parties and resolutions of the such issues shall be dependent on support from these parties and should not be part of the SLA of this agreement. It is requested to kindly add these services as SLA Exclusion for more clarity	As per RFP
22	RFP Part-I	5.7.3. Interpretations / Page Number 77	EMS	It is expected from selected SI to use existing EMS for monitoring the performance. Kindly share the EMS details such as name of OEM and tools deployed as part of EMS.	Currently, IBM maximo SCCD ticketing tool is being used. Bidder may deploy different tool with concurrence of purchaser.
23	RFP Part-I	4.7. Detailed Scope of Work / Page 32 (f)	Provide support required to resolve the field issues related to CAS application and may work 24x7 as per the urgency of the business	Our understanding is: 'Services to be rendered from Chandigarh only and limited to CAS application. Maintenance of hardware and other equipment is not covered in the scope.	The support shall be provided centrally from Chandigarh presently. However, in case of any urgent requirement/meeting the support staff may be required to visit field locations along with police officials from Headquarters. For Maintenance of hardware and other equipment not covered in scope, understanding is correct.
24	RFP Part-I	6.1.1 SLA, Violations, Associated and Penalties during the O & M phase / Page 80 (3)	Complete KT (knowledge transfer) and handover of source code, database backup/schema, creative, designs or any other material related to the project	Request that delay for KT due to reasons beyond the bidders control may exempt the bidder from penalties	As per RFP

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25		Addition	Addition	Request you to please add the following as part of the RFP. "In accordance with standard industry practice, our aggregate liability under this RFP and in connection with any work order/agreement and in connection with the services shall be for direct damages only and shall, in all circumstances and events, be limited to one time the fees paid to us under the engagement. We shall not be liable for any indirect or consequential losses."	No Change. As per RFP
26	RFP Part-I	2.15. Conflict of Interest Pg No - 13	Conflict of Interest	Request to please change the "Bidders" & "Associates" to "Bidders Engagement team" & "Associates in India"	No Change. As per RFP
27	RFP Part-I	3.2.2. Technical Evaluation Scoring Matrix	SL No 3 : CMMi Level The bidder possesses CMMi certification which should be valid on the date of bid submission. ● CMMi level 3 : 3 Marks ● CMMi level 4 : 4 Marks ● CMMi level 5 : 5 Marks	Request to please change the criteria as follows: CMMi Level The bidder possesses CMMi certification which should be valid on the date of bid submission. ● CMMi level 3 : 4 Marks ● CMMi level 4 : 5 Marks	No Change. As per RFP
28	RFP Part-I	Pg 25 / 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.	Considering the long duration of project and to ensure quality consistency in delivery, it is requested to change the Method of selection to QCBS based selection with weightage of 70 : 30 for Technical & Financial bids respectively.	No Change. As per RFP
29	RFP Part-I	Pg 43 / Section 4.8/2	Deployment of the entire team for project takeover T3 = T2 + 20 Days	Deployment of best technical resources suiting the profile and experience is difficult and we would request a relaxation in the time. We would suggest the modification as: Deployment of the entire team for project takeover T3 = T2 + 45 Days	Please refer corrigendum 5

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30	RFP Part-I	Pg 88/ Service Level Agreement (SLA) 6.3.7. Violations and Associated Penalties during the Operation & Maintenance Phase	iii. 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. iv. The overall capping for penalty will be limited to 10% of the total contract value.	The penalty clause is very stringent, hence would request to please remove the clause from the RFP. Further would request to please limit the capping for penalty to 5% of the contract value	No Change. As per RFP
31	RFP Part-I	Pg 92 / 6.5 Appendix 9: Substitution of Key Experts	a) The Bidder is not allowed to replace those resources whose profile has been submitted at the time of bidding process/Technical Presentation. Further in the event where the bidder is not able to retain the resources quoted in the bid, then the replacement must be pre-approved. For replacement, for every position, a panel consisting of 3 times the number of positions shall be submitted. Department has a right to reject entire panel and seek substitute panel in the same 3 times proportion. Punjab Police encourage the successful bidder to have a preapproved backup of resources for substitution for each of the positions.	Considering the inadvertent delay in finalization of tendering process, it will be difficult for any bidder to hold the proposed resources which is not in the control of the bidder. Hence would request to please remove this clause. However, the following clause may be replaced as follows: "In case the resources proposed during the bidding stage is not available for deployment, then the bidder shall ensure to deploy resource in compliance to the criteria mentioned in the RFP and the subsequent corrigendum"	As per RFP

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32	RFP Part-I		g) 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 0.25% 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 advice the concerned resource to improve upon	Request to please consider 60 days for replace of any resource.	Please refer corrigendum 5

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33		Additional	Additional	<p>Request to provide more information of the following:</p> <ol style="list-style-type: none"> 1. Kindly provide existing DC-DR devices & software asset details along with Serial No. & OEM support start-end date. 2. Kindly Provide Antivirus tool details with installed server detail along with OEM details. 3. Kindly Provide Existing SLA /Availability/Performance monitoring EMS tool details with EMS installed server details along with EMS-OEM support details. Is existing EMS tool can generate automatic SLA report as per the given criteria or bidder will be responsible for customise the SLA as per scope. 4. Kindly provide details of existing Backup software which is using for Tape library backup. 5. Kindly provide details of email server and software or avail the email services from NIC. 6. Kindly provide DC to DR & NDC connectivity details, is connectivity is dedicated MPLS link or provisioned by NKN internet link. 7. Please clarify is DR is full fledged disaster recovery or only data repository/ DB replication purpose only. 8. Kindly provide below existing setup details: *Existing Servers & configuration details *Existing Network Architecture in details *Average user traffic count 	<ol style="list-style-type: none"> 1. Please refer to RFP Part-I Appendix 8. More detailed information will be shared with successful bidder. 2. Refer to RFP Part-I Appendix 8 and other relevant RFP clauses. 3. Ticketing tool IBM Maximo SCCD is being used. 4. Please refer to RFP Part-I Appendix 8. 5. As per RFP. 6. DC to DR connectivity is NKN link. 7. DR is providing Data repository/ DB replication only. 8. Relevant details related to Hardware of DC/DR site are available in RFP Part-I clause 6.4 Appendix 8. Existing Data Center and Network Architecture can be referred at clause 4.5.2 and 4.6.4 of RFP Part-I. Average User traffic count= 50-60 concurrent users
34	RFP Part-I	Pg 92 / Appendix 8: Details of Existing DC/ DR Infrastructure	Details of new hardware to be installed at DC and DR Site are detailed below:	Need more clarity about newly installed hardware at DC & DR, kindly provide details of hardware list like serial no. and installed services. For better understanding, Kindly segregate both Old and New devices with running services	As per RFP

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35	RFP Part-I	Pg 7 / Important Dates	SL 5 . Last date and time for Bid Submission - 14th September 2023	Considering the quantum of work and internal processes for the submission, request you to please extend the submission date by 2 weeks till 29th Sep 2023.	Please refer corrigendum 4
36	RFP Part-I	Page 27 / Section 4.7 SL 1 (e) Detail Scope of Work	At least 45 days will be planned for knowledge transfer from the outgoing SI to the new SI. This exercise needs to be planned immediately after date of issuance of Letter of Award and the Bidder must have a plan ready.	Considering the number of existing Applications along with DC/DR/Network details , 90 days may be provided for KT processes.	Please refer corrigendum 5
37	RFP Part-I	Page 28 / Section 4.7 SL 2 (ii) Detail Scope of Work	To provide operational and management support, customization and enhancement of features present in the Core Application software (CAS 4.5 or higher version including all future versions for the CCTNS project) and existing 38 State extension modules in DC/DR. In addition, roll-out support for any new version of CAS released by NCRB/MHA which includes testing, bug fixing in coordination with NCRB and upgradation of Offline DB and Sync Utility tools.	Infra and software license details if any required for development/testing and UAT for customization will be facilitate by Punjab Police .Kindly clarify	Infra and software license details if any required for development/testing and UAT for customization will be provided by bidder only at its own cost.
38	RFP Part-I	Page 29 / Section 4.7 SL 2 (ii) (p) Detail Scope of Work	open-source Linux operating system having valid OEM support at least for the next 05 years. However, the existing web server (Glassfish), Java software and MySQL needs to be upgraded as and when requested by the purchaser during the contract period.	The applications those developed and deployed in old software/hardware environment , it might happen that the same application may not work properly once the environment will be upgraded. Kindly clarify that :- i. NCRB may extend support and recommend the required upgraded software details for application compatibility as the Core CAS application developed and own by the agency . ii. It may also required a significant amount of effort for the SI. So the activity may be considered as Change Request as per section (3.1.10)	i. Necessary support shall be provided by Purchaser. In case of any major change, decision shall be taken by Purchaser at that time. ii. It will not be considered as change request by the purchaser.

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39	RFP Part-I	Page 29 / Section 4.7 SL 2 (ii) (r) Detail Scope of Work	Application enhancement: The bidder shall migrate the Police Stations from existing offline DB to online mode of functioning based on the network feasibility. The Purchaser shall provide complete support for the process of such migration.	Once Police Station will change to online mode ,risk may be there that the Police Station may down if there will be any network connectivity issues occur further. In that situation SI may not be held responsible and SLA/Penalties may be considered accordingly. Kindly confirm.	Selected bidder shall make its best efforts to co-ordinate and resolve the issue within the SLA baseline. However, Delay attributable by bidder only shall be considered for penalty. Detailed justification to be provided by successful bidder.
40	RFP Part-I	Page 30 / Section 4.7 (3) Help desk support System for CAS end user locations	Selected bidder is required to resolve the issues using automated system (to be provided by the SI).	Kindly clarify the details regarding the current mode of ticketing. Also Kindly specify if any specific requirements and category (open source/ proprietary license) of the tool.	Existing Ticket logging tool is IBM Maximo SCCD. It is an open-source tool. Same may be used by the bidder. In case of any issue, selected bidder may use its own tool.
41	RFP Part-I	Page 38 4.8 Project Time Lines	Sec 2. Time line for Deployment of the entire team for project takeover has been mentioned as T2+20 Days Sec 3. Time line for Knowledge Transfer completion including all the queries and mitigation measures has been mentioned as T3+20 Days	Request to consider the followings 1. The time for entire team deployment may be considered to T2+90 Days 2. As KT process includes huge no of Applications along with DC/DR/Network etc kindly consider the time line to T + 90 Days	Please refer corrigendum 5
42	RFP Part-I	Page 38/ SL 3 Support for operation and management of Data Centre and DR: -	i) Technical support to migrate the CCTNS DC/Disaster Recovery Center to Cloud platform/Upgradation of Infrastructure. The resource deployed by the bidders for the DC operations should extend the technical support in migrating DC/DR Site to cloud platform on need basis without any financial implication.	It is assumed that the cloud platform would be provided by the Purchaser	The cloud platform will be provided by purchaser for Production environment only.

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43	RFP Part-I	3.18 (a) Performance Bank Guarantee (PBG) and Pg. 17 of RFP Part 1	<p>On receipt of a Letter of Award (“LoA”) from Punjab Police, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 5% of the total contract value defined in this RFP on or before the signing of the subsequent Contract, typically within 21 days from notification of the LoA, 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 Lol/ 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.</p>	<p>Justification : As per enclosed OM No. F.9/4/2020-PPD dt. 30.12.2021 issued by Ministry of Finance , Governement of India regarding Performance Guarantee, it is clarified that the Performance Guarantee has to be kept at 3% of the contract value.</p> <p>It is hence requested to amend the Clause suitably as below:-</p> <p>On receipt of a Letter of Award (“LoA”) from Punjab Police, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 5% 3% of the total contract value defined in this RFP on or before the signing of the subsequent Contract, typically within 21 days from notification of the LoA, 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 Lol/ 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.</p>	No Change. As per RFP

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44	RFP Part-I	Section 12 and Clause 2.6 EMD on Page 11 of RFP Part 1	EARNEST MONEY DEPOSIT (EMD) OF RS. 15,00,000/- (RUPEES FIFTEEN LACS ONLY):	<p>Justification: It is certified and declared that RailTel Corporation of India Ltd (A Mini Ratna Category-I enterprise) is a Central PSU under the Ministry of Railways, Government of India and was incorporated in Sept., 2000. 1) Exemption clause as per the policy of Government of India in vogue: Under GFR Rule 2017 (iii), Rule No. 170: Provision of Bid Security Declaration in place of EMD. General terms and conditions on GeM 3.0 (Version 1.13): Clause No. 4. (xiii) e-Bidding and Reverse Auction (RA) on GeM vide sub clause (m). (ix) Central / State PSUs are exempted in furnishing EMD. 2) Letter Ref: <ul style="list-style-type: none"> • Extracted page of GFR 2017 containing Rule No. 170 (iii). • Railway Letter for exemption from payment of EMD. • GTC_on_GeM_V1.21_09Feb22 <i>In view of the above, submitted for consideration of exemption for submitting the EMD by amending/inserting the below in this Clause:-</i> EMD amount is relaxed for Public Sector Undertakings who wish to participate in this tender.</p>	No Change. As per RFP
45	RFP Part-I	3.2.2. Technical Evaluation Scoring Matrix Pt. 3 and Pg. 22 of RFP Part 1	<p style="text-align: center;">CMMi Level</p> <p>The bidder possesses CMMi certification which should be valid on the date of bid submission.</p> <ul style="list-style-type: none"> • CMMi level 3 :3 Marks • CMMi level 4 :4 Marks • CMMi level 5 :5 Marks 	For CMMi Level 4 and above -5 Marks may be given as there shall not be any impact upon the tender deliverables. Requesting to kindly consider	No Change. As per RFP
46	RFP Part-I	Part-1 1.1. Invitation for Bids Page 1	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.	<p>The bidder requests the following clarifications: Please confirm the number of days after the notification of award within which the EMD of the unsuccessful bidder shall be returned.</p>	Please refer corrigendum 5

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47	RFP Part-I	Part-1 3.1.7. Award criteria Page no 12	Post evaluation process, Purchaser will award the Contract to the bidder whose proposal has been determined to be technically responsive to the requirements of the RFP and has obtained at least 70% in the technical score and is L1 in the commercial evaluation process and this bidder will be considered as successful bidder and henceforth referred as 'System Integrator'.	Considering the criticality and complex nature of the project, Award criteria should be on the basis of QCBS instead of L1.	No Change. As per RFP
48	RFP Part-I	Part-1 3.2.1. Pre-Qualification (PQ) Criteria Page 15	7. The bidder should be profitable in any two of the last five FYs i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22	This should be added that Bidder should not be continuously non-profitable in last 2 years	No Change. As per RFP
49	RFP Part-I	Part-1 3.2.1. Pre-Qualification (PQ) Criteria Page 15	8. The bidder's Net Worth should be positive in any three of the last five FYs i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22	This should add that networth should not be continuously negative in last 2 years	No Change. As per RFP
50	RFP Part-I	Part-1 3.2.1. Pre-Qualification (PQ) Criteria Page 15	There is no mention of domain specific experience	Criterion involving CCTNS/Domain specific experience should be mentioned.	No Change. As per RFP
51	RFP Part-I	3.2.1. Pre-Qualification (PQ) Criteria (Page 19)	B. Key Resources (Relevant CVs to be provided as per the Tech Form of the RFP) Relevant experience: Project experience on law enforcement / CCTNS / Police / large e-gov / Mission mode projects. Domain Experience: Domain experience means experience in the technology domain which is required for project implementation as well as for O&M support	No points are assigned to the "relevant experience", making it irrelevant.	As per RFP

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52	RFP Part-I	Part-1 3.2.2. Technical Evaluation Scoring Matrix B. Key Resources Page no 19	Helpdesk Support Staff (04)	Only 4 no of helpdesk support are mentioned in Key resource where as in section 4.7. Detailed Scope of Work, 2) Helpdesk Support it is mentioned that helpdesk is operational 24*7 and atleast 2 resources of SI are required to station at all the time. So, this minimum number should be atleast 7-8 resources for 24x7 support in 3 shifts.	Please refer corrigendum 5
53	RFP Part-I	Part-1 3.2.2. Technical Evaluation Scoring Matrix B. Key Resources Page no 19	Helpdesk Support Staff required qualification is mentioned as Any Graduate with Basic Knowledge of computer	Helpdesk support staff is expected to work as Single point of contact for all CAS application related issues (L-1 solution provider) and needs to have technical qualification i.e. Computer graduate (BCA/ B.SC. IT/ MCA/ B.Tech etc) so as to resolve the routine field issues.	Please refer corrigendum 5
54	RFP Part-I	Part-1 3.2.1. Pre-Qualification (PQ) Criteria (Page 19)	Mobile Developer (01) (2 marks each)	Only Mobile Developer is mentioned, there is no UI/UX designer requirement mentioned.	The bidder may make own assessment and provide necessary resources to meet the project objective and SLAs
55	RFP Part-I	Part 1 4.7. Detailed Scope of Work (2) (f) Page 28	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.	Please provide the frequency for carrying out each type of mentioned testing tasks	The bidder may make own assessment to meet the project objective and SLAs
56	RFP Part-I	Part 1 4.7. Detailed Scope of Work (2) (o) Page 29	o) Upgrading the Offline Database and Sync Utility tools.	Need details/elaaboration on what exactly is required.	As per RFP
57	RFP Part-I	Part 1 4.7. Detailed Scope of Work (2) (p) Page 29	The bidder needs to upgrade the existing Sun Solaris operating System to compatible open-source Linux operating system having valid OEM support at least for the next 05 years. However, the existing web server (Glassfish), Java software and MySQL needs to be upgraded as and when requested by the purchaser during the contract period.	Who will bear the cost of OEM support of compatible open-source Linux operating system	Purchaser shall bear cost with respect to OEM support required for production environment only.

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58	RFP Part-I	Part 1 4.7. Detailed Scope of Work (2) (n) Page 29	Migration of State specific customization carried out in earlier version of CAS to the newer version before rollout of latest version of CAS.	Provide details on state specific customizations carried out in existing version of CAS application	Will be shared with successful bidder.
59	RFP Part-I	Part 1 4.7. Detailed Scope of Work (2) (k) Page 29	k) SI needs to suggest work around solutions to the problem till NCRB provides a solution for the identified bug in order to ensure continuity of the business at PS/HO level.	SI cannot be mandated to provide a work around as in many cases there cannot be a workaround technically. Thus clause should be rephrased to "SI can needs to suggest work around solutions to the problem till NCRB provides a solution for the identified bug in order to ensure continuity of the business at PS/HO level"	As per RFP
60	RFP Part-I	Part I, 4.7. Detailed Scope of Work2) (ii) Application support for CAS and State extension modules: - Page no 29	u) The selected SI will ensure integration of citizen service and the mobile applications with CAS application	Need details/ elaboration on the scope of the activity.	As per RFP
61	RFP Part-I	Part 1 4.7. Detailed Scope of Work (1) (iii) CAS Customization € Page 30	e) Customization of bilingual reports, design of MIS dashboard, design & customization of responsive UI for performance enhancement of the application and associated services	UI Customization/enhancement can be carried out by NCRB. SI will have a very limited scope in this sense. Please remove the UI related point.	Customization under control of System Integrator, shall be done by successful bidder.
62	RFP Part-I	4.7. Detailed Scope of Work (1) (iii) CAS Customization (f) Page 30	f) SI will assist the department in implementing the national level best practices & integration with CAS & State application on need basis.	As per the description this can be considered only as a Change Request as scope is not clear as of now. Please confirm.	This is not a change request and will be considered within scope.

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
63	RFP Part-I	4.7. Detailed Scope of Work (1) (iii) CAS Customization (I) Page 30	l) To develop a Mobile app (Native/Hybrid/Web) as and when required	Need to provide tentative overall scope/purpose of the propose mobile app. Also, clarify weather it will be a Change Request or not. Also, clarify any new software/tool required for such app will be SI's responsibility or Punjab Police ? If SI then this has to be included in Pricing	The purpose of mobile app is to extend the functionalities of CCTNS application and other related platforms on mobile/tablet. Detailed requirement shall be shared while preparing the FRS by successful bidder. It will not be considered as a change request.
64	RFP Part-I	Part 1 4.7. Detailed Scope of Work (iii) CAS Customization (d) Page 30	SI will perform customization of existing CAS (online/ offline) including 38 State extension modules which will cover modification of existing - Forms, Workflow re-design, addition of actors/ stakeholders with minimum modification/addition of database, writing of additional codes/script and with appropriate measures so that it will not impact other working functionalities.	In 38 State extension modules, modification of existing - Forms, Workflow re-design, addition of actors/ stakeholders with minimum modification/addition of database, writing of additional codes/script should be done on Change request basis	It will not be considered as a change request.
65	RFP Part-I	4.7. Detailed Scope of Work (1) (iv) MIS Dashboard Reports: Page 31	d) The generated dashboard reports need to have clarity for the purpose	Need elaboration, on the face of it this has to be advocated by Punjab Police.	As per RFP
66	RFP Part-I	4.7. Detailed Scope of Work (2) (d) Page 31	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.	In the same section header it is given that " <i>Help desk support System for CAS end user locations: - Punjab Police setup in house helpdesk which is operational 24x7. 04 resources at a time are available to take call to support the user. Selected bidder is required to resolve the issues using automated system (to be provided by the SI). The SI is required to station the request number of manpower in helpdesk based upon the requirement, but atleast 2 resources should be present all the time.</i> " which clearly states that calls will be attended by police personnel and SI resources are to provide resolution. On the contrary to the above, point (d) requires SI resources to take calls as well.	First call resolution shall be done by team deployed at helpdesk by successful bidder. The purchaser's team may be deployed for internal purposes only.

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
67	RFP Part-I	4.7. Detailed Scope of Work (2) (e) Page 31-32	e) Purchaser will provide the necessary sitting space and furniture at Punjab Police Headquarters Chandigarh. Any IT infrastructure including Computers, Printers, Networking and any other infrastructure required for the smooth running of Project shall be arranged by the bidder at its own cost. IT infrastructure for the developer team will be managed/provided by the bidder.	As per our understanding Helpdesk setup along with Desktop PC/ Phone/ Printer has already been provided.	Please refer corrigendum 5
68	RFP Part-I	4.7. Detailed Scope of Work (1) (iv) MIS Dashboard Reports (e) Page 31	e) The generated reports will be in statistical as well as in graphical form.	As CAS doesn't have any such existing feature of having reports in graphical format, does PP has any existing tool available or want new SI to procure the same, if lateral is the case then this also need to be included in pricing.	The bidder may propose best feasible technical solution for such purposes if required to enhance system functionality and smooth operation at its own cost.
69	RFP Part-I	4.7. Detailed Scope of Work (3) Page 32	Support for operation and management of Data Centre and DRC: - To provide operation and management support for Data Center with bundle of services to ensure continuity of business. The DR Data backup needs to be periodically checked for its integrity and usability half-yearly using the existing infrastructure to avoid data loss in time of need without any additional cost to the department. The bidder may configure the required data back up at DR end and connect it to there stored data base with existing testing server at Data Center to check the usability of the DR end.	The point suggest SI to connect DR Database with testing server in DC, as per our understanding there is an architectural limitation for achieving this. This point should be dropped.	The bidder may propose best feasible technical solution for such purposes if required to enhance system functionality and smooth operation at its own cost.
70	RFP Part-I	4.7. Detailed Scope of Work (3) (a) Page 32	a) The bidder may proposed to upgrade the existing technology stack from Solaris to any latest open-source compatible operating system like Linux or equivalent along with required webservices 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 may be proposed by the bidder.	Contrary to this point where there is a freedom given to SI to choose OS the point at section 4.7 (2) (ii) Application support (p) <i>The bidder needs to upgrade the existing Sun Solaris operating System to compatible open-source Linux operating system having valid OEM support at least for the next 05years. However, the existing web server (Glassfish), Java software and MySQL needs to be upgraded as and when requested by the purchaser during the contract period"</i> mandates SI to upgrade to Linux OS and also doesnt advocate any financial requirement	Please refer corrigendum 5

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
71	RFP Part-I	4.7. Detailed Scope of Work (2) (e) Page 31-32	e) Purchaser will provide the necessary sitting space and furniture at Punjab Police Headquarters Chandigarh. Any IT infrastructure including Computers, Printers, Networking and any other infrastructure required for the smooth running of Project shall be arranged by the bidder at its own cost. IT infrastructure for the developer team will be managed/provided by the bidder.	Networking will be purchasers responsibility.	The successful bidder may use existing networking done at Punjab Police. However in case of any additional requirement/enhancement is needed, selected bidder may use it at its own cost.
72	RFP Part-I	4.7. Detailed Scope of Work (5) Page no 35	Capacity building	No frequency is proposed, so assuming this is at the discretion of SI	Please refer corrigendum 5
73	RFP Part-I	4.7. Detailed Scope of Work (6) Support for value added services (a) Page 35	a) Support in implementing national best practices for CAS application	The scope is highly vague for this point, it is required that any work taken up under this will be a Change Request	It will not be considered as change request by the purchaser.
74	RFP Part-I	4.7. Detailed Scope of Work (6) Support for value added services (f) Page 36	f) The bidder will also configure e-mail and SMS services through API in CAS and other applications of Punjab state like Saanjh required from time to time	As per our understanding, Saanjh is a separate project managed by other Vendor. So how can SI make updates for their application?	SI will provide the APIs of the software under its control in consultation with Purchaser and other departments. In case of other systems required to be integrated as required by Purchaser, SI will integrate through APIs provided by other departments.
75	RFP Part-I	4.7. Detailed Scope of Work (9) Exit Management (e) Page 37	e) To build and train in house team of the department for complete take over the project after the exit of SI.	The onus of building the in-house team cannot be put on SI. SI cannot be made responsible to build and train in house team of police department without the willingness of persons deployed in team and without any previous domain and relevant experience to in house team?	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
76	RFP Part-II	MSA Page 41	<p>SCHEDULE II - EXIT MANAGEMENT SCHEDULE</p> <p>2. TRANSFER OF ASSETS</p> <p>2.3. Upon service of a notice under this Article the following provisions shall apply:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	Considering the scope of work as defined in the RFP, the clause is not applicable and should be deleted.	As per RFP
77	RFP Part-II	MSA Page 15-16	<p>7. OBLIGATIONS OF THE PURCHASER OR ITS NOMINATED AGENCIES</p> <p>(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.</p>	If purchaser is not able to revert within 21 days, then what will happen, not elaborated.	As per RFP
78	RFP Part-II	MSA Page 56	<p>SCHEDULE V – SPECIAL CONDITIONS OF CONTRACT</p> <p>(xv) The performance Bank Guarantee(PBG) should remain valid for a period of 180 days beyond the date of completion of contractual obligations/warranty.</p>	<p>The bidder requests the following modifications:</p> <p>(xv) The performance Bank Guarantee(PBG) should remain valid for a period of 30 days beyond the date of completion of contractual obligations/warranty.</p>	Please refer corrigendum 5

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
79	RFP Part-I	Part-1 1.1. Invitation for Bids Page 1	2. Any Contract that may result from this RFP will be issued for a term of 03 years initially from the date of signing of Letter of Award. Punjab Police reserves the right, to extend the duration of the contract on the same terms and conditions for 02 years, one year at a time from the initial period of three (03) years.	The bidder requests the following modification: Any Contract that may result from this RFP will be issued for a term of 03 years initially from the date of signing of Letter of Award. The rates, terms and conditions for the extension of the contract for 02 years, one year at a time from the initial period of three (03) years, shall be mutually discussed and agreed between the Punjab Police and the SI.	No Change. As per RFP
80	RFP Part-I	Part-1 1.1. Invitation for Bids Page 1	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.	The bidder requests the following modification / clarifications: 1) Please allow the bidder to submit a bid security declaration instated of an EMD amount of 15 lakhs. 2) The bidder understands that the validity of the EMD shall be 180 days from the last date of submission of the bid. Please confirm if the understanding is correct. 3) EMD can also be submitted in the form of a BG. Please confirm if the understanding is correct.	1. No Change. As per RFP 2. Please refer corrigendum 5 3. Understanding is not correct.
81	RFP Part-I	Part-1 1.2. Fact Sheet Page 2	4. The selection of the Bidder will be Lowest Cost (L1) .	The bidder requests the following modifications: The bidder requests that the selection criteria should be changed to QCBS (80:20) where 80% weightage should be given to Technical score and 20% weightage should be given to financial score. Both scores to be normalized.	No Change. As per RFP
82	RFP Part-I	Part-1 1.2. Fact Sheet Page 2	8. On receipt of a Letter of Award ("LoA") 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 21 days from notification of the LoA, unless specified to the contrary.	The bidder requests the following modification: On receipt of a Letter of Award ("LoA") 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 working days from notification of the LoA, unless specified to the contrary, or any extensions as mutually agreed between both parties.	Please refer corrigendum 5

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
83	RFP Part-I	Part-1 2.6. Earnest Money Deposit (EMD) Page 6	2.6. Earnest Money Deposit (EMD) a) EMD of all unsuccessful Bidders would be returned after issuance of Letter of Award to successful bidder. The EMD of the successful Bidder would be returned upon submission of Performance Bank Guarantee.	The bidder requests the following modification: EMD of all unsuccessful Bidders would be returned within 21 working days of issuance of Letter of Award to successful bidder. The EMD of the successful Bidder would be returned upon submission of Performance Bank Guarantee.	Please refer corrigendum 5
84	RFP Part-I	Part-1 3.1.7. Award criteria Page 12	Post evaluation process, Purchaser will award the Contract to the bidder whose proposal has been determined to be technically responsive to the requirements of the RFP and has obtained at least 70% in the technical score and is L1 in the commercial evaluation process and this bidder will be considered as successful bidder and henceforth referred as 'System Integrator'.	The bidder requests the following modification: Post evaluation process, Purchaser will award the Contract to the bidder whose proposal has been determined to be technically responsive to the requirements of the RFP and has obtained at least 70% in the technical score and is most responsive bidder after the commercial evaluation process via QCBS method (80:20) will be considered as successful bidder and henceforth referred as 'System Integrator'.	No Change. As per RFP
85	RFP Part-I	Part-1 3.1.8. Performance Bank Guarantee (PBG) Page 12	a) On receipt of a Letter of Intent ("LoA") from Punjab Police, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 5 % of the total contract value defined in this RFP on or before the signing of the subsequent Contract, typically within 21 days from notification of the Lol , 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 Lol/ 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.	The bidder requests the following modifications: On receipt of a Letter of Intent ("LoA") from Punjab Police, the successful Bidder will furnish a performance security, by way of bank guarantee, equivalent to 3 % of the total contract value defined in this RFP on or before the signing of the subsequent Contract, typically within 30 working days from notification of the Lol or any extensions as mutually agreed between both parties.	No Change. As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
86	RFP Part-I	Part-1 3.1.10. Change Request (CR) Page 13	The change request will be applicable incase the purchaser wants to enhance the scope of work/engagement of additional resources, for which a committee will be constituted comprising of 5 members (3 members of purchaser, 2 members of successful bidder) to mutually decide man-month rates or any amount payable for Change Request. In case of lack of congruence between the members of the committee on final rates, purchaser's decision will be final. The total Change Request is capped at maximum 25% of the total contract value.	The bidder requests the following modifications: The change request will be applicable in case the purchaser wants to enhance the scope of work/engagement of additional resources, for which a committee will be constituted comprising of 5 members (3 members of purchaser, 2 members of successful bidder) to mutually decide man-month rates or any amount payable for Change Request. The total Change Request is capped at maximum 25% of the total contract value.	No Change. As per RFP
87	RFP Part-I	Part-1 3.1.11. Failure to agree with terms and condition of RFP Page 13	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.	The bidder requests the following clarifications: 1) Is the MSA provided a draft agreement or the final agreement in which, the terms and conditions mentioned are final and non-negotiable? Please confirm. 2) What shall happen in case any Legal clause as given in the MSA as of now is not acceptable post discussions and negotiations for finalizing the MSA to be signed? Can the bidder withdraw the bid at the time without forfeiting the EMD in such a case? Please clarify.	As per RFP
88	RFP Part-I	Part-1 3.2.1. Pre-Qualification (PQ) Criteria Page 15	6. The bidder should have an average annual turnover of INR 25 Crores in any three of the last five FYs i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22. Note: Turnover of only the bidding entity shall be considered. Turnover of any parent, subsidiary, associated or other related entity shall not be considered. Documents Required: • Audited Financial Statements and • Certificate from statutory auditors/ Chartered Accountant clearly certifying the turnover requirements	The bidder requests the following modification: 1) The bidder understands that only the Standalone audited statements of the bidder are required to be submitted. Please confirm. 2) Please accept a certificate from Company Secretary also. 3) Please change the last 5 FYs to 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23.	1. As per RFP 2. Please refer corrigendum 5. 3. Please refer corrigendum 5.

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
89	RFP Part-I	Part-1 3.2.1. Pre-Qualification (PQ) Criteria Page 15	7. The bidder should be profitable and net worth should be positive in at least two of the last five FYs i.e. 2017-18, 2018-19, 2019-20,2020-21, 2021-22 Documents Required: The complete set of audited financial statement to be submitted and CA certificate for Net Worth.	The bidder requests the following modification: 1) The bidder should be profitable and net worth should be positive in all of the last five FYs i.e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23. 2) Please accept a certificate from Company Secretary also.	Please refer corrigendum 5
90	RFP Part-I	Part-1 3.2.2. Technical Evaluation Scoring Matrix Page 19	Note: The number of resources indicated in the RFP are minimum in number and the bidder cannot decrease the number of proposed resources however, The bidder is free to increase the number of resources in order to adhere to the SLAs and other requirement of the RFP.	The bidder requests the following clarifications: As per RFP Section 3.2.4 clause d), "Only fixed price commercial bids indicating total price for all the deliverables/services specified in this bid document will be considered.". Basis the above, this should be treated as a fixed price contract and not a T&M contract. Please confirm if the understanding is correct.	As per RFP
91	RFP Part-I	Part-1 3.2.3. Selection Criteria Page 20	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 modification: Commercial bids of only those bidders shall be evaluated who scores a minimum technical score of 70 %. The bidder who is most responsive bidder after the commercial evaluation process via QCBS method (80:20) will be considered as successful bidder and shall be called for further process leading to the award of contract.	As per RFP
92	RFP Part-I	Part-1 4.7. Detailed Scope of Work Page 31	2) Help desk support System for CAS end user locations: - Punjab Police setup in house helpdesk which is operational 24x7. 04 resources at a time are available to take call to support the user. Selected bidder is required to resolve the issues using automated system (to be provided by the SI). The SI is required to station the request number of manpower in helpdesk based upon the requirement, but atleast two resource should be present all the time.	The bidder requests the following clarifications: The clause means at least 2 resources on 24*7 basis i.e. 2 resources in a day to cover 3 shifts of 8 hours each. Please confirm if the understanding is correct.	Please refer corrigendum 5

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
93	RFP Part-I	Part-1 4.7. Detailed Scope of Work Page 31	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 SI is only responsible to provide the resources for O&M support. The cost of setting up of telephone lines & maintenance is not in bidder scope. Please confirm if the understanding is correct.	Understanding is correct
94	RFP Part-I	Part-1 4.7. Detailed Scope of Work Page 31	2)Helpdesk support System for CAS end user locations e) Purchaser will provide the necessary sitting space and furniture at Punjab Police Headquarters Chandigarh. Any IT infrastructure including Computers, Printers, Networking and any other infrastructure required for the smooth running of Project shall be arranged by the bidder at its own cost. IT infrastructure for the developer team will be managed/provided by the bidder	The bidder understands that the desktops / Phone / Printer etc are to be provided by the bidder, these will remain as bidder's assets and shall be returned to the bidder upon completion of the contract duration. Please confirm.	Please refer corrigendum 5
95	RFP Part-I	Part-1 4.7. Detailed Scope of Work Page 32	3) a) The bidder may proposed to upgrade from Solaris to any latest open-source compatible operating system like Linux or equivalent along with required webservices 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 may be proposed by the bidder.	The bidder requests the following clarifications: How is the bidder expected to mention financial requirements related to 05 years of operating support from OEM as the bidder cannot quote any commercials in the technical proposal? Please clarify.	Please refer corrigendum 5
96	RFP Part-I	Part-1 4.7. Detailed Scope of Work Page 33	p) Security Audit related support: The SI will support in rectification and resolving the observations provided by the third-party security audit agency employed by the purchaser as and when required during the contract period. Anything related to asset replacement/ software upgradation will be out of scope of SI while resolving the security audit observation.	The bidder understands that the cost of any third party audit shall be borne by the purchase. Please confirm if the understanding is correct.	Understanding is correct

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
97	RFP Part-I	Part-1 4.9. Payment Terms & Deliverables Page 38	Payment frequency: Payment will be released as per equal quarterly payments installments	The bidder requests the following modifications: 1) If it's a T&M contract, then the payment terms should be Monthly in arrears. Please consider the modification. 2) Also, if SLAs are monitored monthly, then payments milestones should also be monthly. Please consider. This will also help the SI to maintain a positive cashflow in the project.	As per RFP
98	RFP Part-I	Part-1 5.1.1. Form 1: Compliance Sheet Page 39	10. Profitable for any two of the last five financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and Positive net worth in any three of the last five financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-22. The audited balance sheet and Profit & loss statement for said financial year fulfilling the criteria as documentary evidence duly certified by statutory auditor/Chartered Accountant.	The bidder requests the following modification: 1) Please change the last 5 FYs to 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23. 2) The bidder should be Profitable for all of the last 5 Fys and should have Positive net worth in all of the last five financial years. 3) Please accept a certificate from Company Secretary also.	1. Please refer corrigendum 5 2. As per RFP 3. Please refer corrigendum 5
99	RFP Part-I	Part-1 5.2.1. Form 1.1 : Covering Letter for Commercial Bid Page 50	1. PRICE AND VALIDITY • We hereby confirm that our prices include all taxes.	The bidder requests the following clarification: The bidder understands that Change in duties/taxes under changes in law by Government of India, invoice on account of change in GST (either increase or decrease) or introduction of any new taxes which is applicable on direct transaction between SI and Purchaser under change in law shall be submitted by the SI along with all the necessary supporting documents in a single invoice after payment of all duties/taxes. Cost related to all other taxes/duties shall be borne by SI. Please confirm if the understanding is correct.	No Change. As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
100	RFP Part-I	Part-1 5.2.2. Form 2.2 : Summary of Commercial Proposal Page 53	a) Form 2A: Manpower cost for application & maintenance for 1st , 2nd and 3rd year 10 Helpdesk Engineer (Full Time Deployment) No. of resources proposed - 04	The bidder requests the following clarifications: The bidders needs to be provide support on 24*7 basis as mentioned in the RFP (<i>which would mean at least 3 shifts of 8 hours each</i>) . Should the bidder consider the total quantity as 04 or 12 (<i>considering 3 shifts with 4 resources in each shift</i>) ? Please clarify. 2) The RFP also states that there should be a minimum of 2 resources deployed for helpdesk support. So, does this mean that there shall be no SLA penalty if only 2 resources are deployed instead of 4 in each shift?	Please refer corrigendum 5
101	RFP Part-I	Part-1 5.2.2. Form 2.2 : Summary of Commercial Proposal Page 55	b) Form 2B: Manpower cost for application & maintenance for 4th and 5th year 10 Helpdesk Engineer (Full Time Deployment) No. of resources proposed - 04	The bidder requests the following clarifications: The bidders needs to be provide support on 24*7 basis as mentioned in the RFP (<i>which would mean at least 3 shifts of 8 hours each</i>) . Should the bidder consider the total quantity as 04 or 12 (<i>considering 3 shifts with 4 resources in each shift</i>) ? Please clarify. 2) The RFP also states that there should be a minimum of 2 resources deployed for helpdesk support. So, does this mean that there shall be no SLA penalty if only 2 resources are deployed instead of 4 in each shift?	Please refer corrigendum 5
102	RFP Part-I	Part-1 6. SLA, Violations, Associated and Penalties during the O & M phase Page 80	6.1.1. The SLA and penalties shall be imposed on Service Provider are as under: - 1. Deployment/replacement of Onsite manpower - As per timelines mentioned in tender Penalty - Rs. 500/- per days per resource person, maximum upto 15 days	The bidder requests the following clarifications: What happens to penalty after 15 days? Please clarify.	It may be considered as breach of contract and action as decided by Purchaser shall be taken.

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
103	RFP Part-I	Part-1 6. SLA, Violations, Associated and Penalties during the O & M phase Page 80	6.1.1. The SLA and penalties shall be imposed on Service Provider are as under: - 3. Complete KT (knowledge transfer) and handover of source code, database backup/schema, creative, designs or any other material related to the project Penalty - Rs. 500/- per day for maximum up to 15 days.	The bidder requests the following clarifications: What happens to penalty after 15 days? Please clarify.	It may be considered as breach of contract and action as decided by Purchaser shall be taken.
104	RFP Part-I	Part-1 6. SLA, Violations, Associated and Penalties during the O & M phase Page 80	6.1.1. The SLA and penalties shall be imposed on Service Provider are as under: - 7. Non availability of On-Site manpower - Absence of manpower Penalty - Rs. 1000/- per day per resource	The bidder requests the deletion of the clause. As the contract already has SLA based penalty terms, the bidder requests that the manpower based penalty terms to be removed.	No Change. As per RFP
105	RFP Part-I	Part-1 6. SLA, Violations, Associated and Penalties during the O & M phase Page 80	6.1.1. The SLA and penalties shall be imposed on Service Provider are as under: - 7. Non availability of On-Site manpower - Absence of manpower Penalty - Rs. 1000/- per day per resource	The bidder requests the following clarifications: 1) Will this penalty be over and above the deduction on pro-rate basis of the man-month rate of the absent manpower? Please confirm. 2) How many business days shall be considered in a month - 22 or 30? Please specify. 3) The bidder requests the deletion of the clause. As the contract already has SLA based penalty terms, the bidder requests that the manpower based penalty terms to be removed.	1. Understanding is correct. 2. 24x7 support is required. 3. As per RFP.

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
106	RFP Part-I	Part-1 6. SLA, Violations, Associated and Penalties during the O & M phase Page 80	6.1.2. The maximum penalty shall be 15% of the Quarterly invoice value or 10% of the contract value for the entire period. After this limit is reached, a letter of warning shall be issued, and the Client reserves the right to terminate the contract for default in case no justified reasons submitted.	The bidder requests the following modification: 6.1.2. The maximum penalty shall be 5% of the Quarterly invoice value or 10% of the contract value for the entire period. Notwithstanding anything contained in this Agreement of the RFP the maximum aggregate penalty including liquidated damages shall not exceed five percent of the value of the delayed or undelivered services and can be imposed for reasons that are solely applicable to the SI.	No Change. As per RFP
107	RFP Part-I	Part-1 6. SLA, Violations, Associated and Penalties during the O & M phase Page 81	6.2. Support Services	The bidder requests the following clarifications / modification: Penalty for Response Time and Resolution time is being calculated on Monthly invoice value. However, the billing terms are Quarterly in arrears. The bidder recommends that either the Response Time and Resolution time to be calculated quarterly or the billing frequency to be changed to Monthly in Arrears. also, accordingly, the cap on SLA penalty be changed to 5% of the Monthly invoice value instead of 15% of the quarterly invoice value.	No Change. As per RFP
108	RFP Part-I	Part-1 6. SLA, Violations, Associated and Penalties during the O & M phase Page 82	6.3.6. Penalties for non-adherence to timelines shall be as under:	The bidder requests the following modification: 1) Please change the billing frequency to Monthly in Arrears in line with SLA monitoring frequency. 2) Please change the penalty slabs as below: >= 99.9% - No Penalty >= 99.5% to <99.9% - A penalty of 1% of Quarterly invoice >= 99 to <99.5% - A penalty of 2% of Quarterly invoice >=98 to <99% - A penalty of 3% of Quarterly invoice < 98% - A penalty of 5% of the Quarterly invoice.	No Change. As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
109	RFP Part-I	Part-1 6. SLA, Violations, Associated and Penalties during the O & M phase Page 83	6.3.7. Violations and Associated Penalties during the Operation & Maintenance Phase iii. 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.	The bidder requests the following modification: iii. 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% of the billing value as per the payment milestones 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 take course as per the Termination clause as listed in the RFP.	No Change. As per RFP
110	RFP Part-I	Part-1 6. SLA, Violations, Associated and Penalties during the O & M phase Page 83	6.3.7. Violations and Associated Penalties during the Operation & Maintenance Phase iv. The overall capping for penalty will be limited to 10% of the total contract value.	The bidder requests the following modification: iv. The overall capping for penalty will be limited to 5% of the total contract value where the reasons for penalty are solely attributable to the SI.	No Change. As per RFP
111	RFP Part-I	Part-1 6. SLA, Violations, Associated and Penalties during the O & M phase Page 83	6.3.7. Violations and Associated Penalties during the Operation & Maintenance Phase v. 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 quoted man- month rates per week of delay. The purchaser will have the right to terminate the contract when the penalty is more than 10% of the contract value.	The bidder requests the deletion of the clause. As the contract already has SLA based penalty terms, the bidder requests that the manpower based penalty terms to be removed.	No Change. As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
112	RFP Part-I	Part-1 6. SLA, Violations, Associated and Penalties during the O & M phase Page 88	6.5. Appendix 9: Substitution of Key Experts at Validity Extension f) 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 0.25% of quoted man-month rate per week will be levied.	The bidder requests the deletion of the clause. As the contract already has SLA based penalty terms, the bidder requests that the manpower based penalty terms to be removed.	No Change. As per RFP
113	RFP Part-I	Part-1 6. SLA, Violations, Associated and Penalties during the O & M phase Page 88	6.5. Appendix 9: Substitution of Key Experts at Validity Extension g) 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 0.25% of quoted man-month rate per week of delay will be levied.	The bidder requests the deletion of the clause. As the contract already has SLA based penalty terms, the bidder requests that the manpower based penalty terms to be removed.	No Change. As per RFP
114	RFP Part-II	1.1. Definitions MSA Page 5	Effective Date - shall have the same meaning the date of signing of the contract.	The bidder requests the following clarifications: The bidder needs to commence work from date of LoA and the contract is expected to be signed within 21 days. So, what shall be considered as project start date? Date of LoA or date of signing of the LoA or the effective date of the contract? Please confirm.	As per Clause 4.8 Project Timelines of RFP Part-I
115	RFP Part-II	1.1. Definitions MSA Page 5	Performance Guarantee - Means the guarantee provided by a Nationalized Bank in favor of the Purchaser. The amount of Performance Security shall be 5 % of the overall contract value. This performance security shall be valid till 180 days after the completion of the project i.e. one hundred eighty days beyond the total contract period;	The bidder requests the following modifications: Performance Guarantee - Means the guarantee provided by a Nationalized Bank in favor of the Purchaser. The amount of Performance Security shall be 3 % of the overall contract value. This performance security shall be valid till 30 days after the completion of the project i.e. thirty days beyond the total contract period;	Please refer corrigendum 5

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
116	RFP Part-II	1.1. Definitions MSA Page 7	O&M Period - from the date of successful signing of the contract for application, DC/DR management	The bidder requests the following clarifications: The bidder needs to commence work from date of LoA and the contract is expected to be signed within 21 days. So, the 36 months of O&M period shall commence from which date? Date of LoA or date of signing of the LoA or the effective date of the contract? Please confirm.	As per Clause 4.8 Project Timelines of RFP Part-I
117	RFP Part-II	3. TERM AND DURATION OF THE AGREEMENT MSA Page 10	b). This Agreement shall come into effect on <***> 2023 (hereinafter the 'Effective Date') and shall continue till operation and management completion date which shall be the date of the completion of the operation and management to the Purchaser or its nominated agencies, unless terminated earlier (as per clause 14), in which case the contract will get terminated on fulfillment of all obligations mentioned as per clause 14 and Schedule-II.	The bidder requests the following clarifications: The bidder understands that this shall be the date of issuance of the LoI / LoA / WO, whichever is earlier. This is required as there can be delays due to unforeseen circumstances due to which, the contract by both parties signing can get delayed. Please confirm if the understanding is correct.	As per Clause 4.8 Project Timelines of RFP Part-I
118	RFP Part-II	4.2. (a). Conditions Precedent of the System Integrator MSA Page 10	The System Integrator shall be required to fulfill the Conditions Precedent in which is as follows: i. to provide a 5% Performance Security/Guarantee and other guarantees/ payments within 21 days of the receipt of notification of award from the purchaser; and	The bidder requests the following modification: i. to provide a 3% Performance Security/Guarantee and other guarantees/ payments within 30 working days or any extension period as mutually agreed between both parties from the receipt of notification of award from the purchaser; and	As per RFP
119	RFP Part-II	4.4. Non-fulfillment of the System Integrator's Conditions Precedent MSA Page 11	(a) In the event that any of the Conditions Precedent of the System Integrator have not been fulfilled within 21 days of issuance of LoA and the same have not been waived fully or partially by Purchaser or its nominated agencies, this Agreement shall cease to exist;	The bidder requests the following modification: (a) In the event that any of the Conditions Precedent of the System Integrator have not been fulfilled within 30 working days of issuance of LoA or any extension period as mutually agreed between both parties from signing of this Agreement and the same have not been waived fully or partially by Purchaser or its nominated agencies, this Agreement shall cease to exist;	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
120	RFP Part-II	7. OBLIGATIONS OF THE PURCHASER OR ITS NOMINATED AGENCIES MSA Page 15	(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: The Purchaser shall provide response or feedback on deliverables within 7 working days. Purchaser shall provide signoff within 15 calendar days from the submission of final deliverable in complete form by the bidder. In case, the purchaser fails to provide signoff on the final deliverable within 15 working days, same may be considered as deemed acceptance. However, in case the purchaser confirms to the SI with an alternative date, then that date would stand revised for deemed acceptance. Such revisions will be limited to 1 (one) time for the respective deliverable.	As per RFP
121	RFP Part-II	7. OBLIGATIONS OF THE PURCHASER OR ITS NOMINATED AGENCIES MSA Page 15	7. OBLIGATIONS OF THE PURCHASER OR ITS NOMINATED AGENCIES	The bidder requests the following addition to the clause: 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.	As per RFP
122	RFP Part-II	13.2. Invoicing and Settlement MSA Page 20	v. 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.	The bidder requests the following addition to the clause: Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Purchaser to the bidder and the bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, the bidder 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 Purchaser and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement.	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
123	RFP Part-II	14. TERMINATION MSA Page 21	14. TERMINATION	<p>The bidder requests the clause to be modified to include the below:</p> <p>1) Either party may terminate this Agreement for cause if either party materially breaches this Agreement, provided that either party gives the other notice of such breach and it remains uncured after 60 days following notice or such other period as mutually agreed.</p> <p>2) Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the bidder is entitled to compensation against all the services rendered, material delivered, advances paid and all such costs that have been incurred by the bidder to provide services as per the agreement.</p> <p>3) In the event that Purchaser terminates this agreement, compensation will be accorded to the bidder for the services rendered, advance paid and expenses incurred up to the termination along with the cost for the additional period for which the purchaser has requested the bidder to continue the services.</p> <p>4) If any amount due and payable by Purchaser under the Agreement is more than 30 days overdue; and there is no dispute between Purchaser and the bidder in relation to that amount, the bidder may issue to Purchaser a notice that payment is overdue. If Purchaser fails to pay the bidder within 7 days after the date of such notice, the bidder may by a further notice to Purchaser terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</p>	No Change. As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
124	RFP Part-II	14. TERMINATION MSA Page 22	14.1. For Material Breach (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 modification: (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.	No Change. As per RFP
125	RFP Part-II	14. TERMINATION MSA Page 22	14.2. Termination for convenience (a) The Purchaser may at any time terminate the Contract for any reason by giving the System Integrator an advance 30 days' notice of termination that refers to this clause.	The bidder requests the following modification: Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the bidder is entitled to compensation against all the services rendered, material delivered, advances paid and all such costs that have been incurred by the bidder to provide services as per the agreement.	No Change. As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
126	RFP Part-II	15. INDEMNIFICATION & LIMITATION OF LIABILITY MSA Page 26	<p>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</p> <p>15.6. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 15.1) even if it has been advised of their possible existence.</p>	<p>The bidder requests the following modification:</p> <p>i) The aggregate liability of bidder (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 the total amount, paid to bidder by the Purchaser in the preceding twelve months under this Agreement that gives rise to such liability (as of the date the liability arose).</p> <p>ii) In no event shall bidder be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause (i) above) even if it has been advised of their possible existence.</p>	No Change. As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
127	RFP Part-II	19. INTELLECTUAL PROPERTY RIGHTS MSA Page 29	19. INTELLECTUAL PROPERTY RIGHTS	<p>The bidder requests the following modification:</p> <p>i) 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 Purchaser even after termination of this Agreement. Bidder would be responsible for arranging any licenses associated with the products.</p> <p>ii) Bespoke development The IPR rights for any bespoke development done during the term of the project will vest exclusively with the Purchaser.</p> <p>iii) Pre-existing work All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party or its sub-contractors under this Agreement (“pre-existing work”) including any enhancement or modification thereto may remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, 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 bidder shall 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 internal business operations of the Purchaser. The foregoing license does not authorize Purchaser to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange,</p>	No Change. As per RFP
128	RFP Part-II	20.1. Personnel MSA Page 30	(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.	<p>The bidder requests the following modification:</p> <p>(a) The personnel assigned by System Integrator to perform the Services shall be employees of System Integrator or its sub-contractors, and under no circumstances shall such personnel be considered employees of Purchaser or its nominated agencies.</p>	No Change. As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
129	RFP Part-II	2. TRANSFER OF ASSETS MSA Page 41	2.3. Upon service of a notice under this Article the following provisions shall apply: (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.	The bidder requests the following modification: As the procurement of hardware & software is out of the scope of the SI, the clause should be removed. Please amend accordingly.	No Change. As per RFP
130	RFP Part-II	3.1. During the exit management period: MSA Page 42	(b) promptly on reasonable request by the Purchaser, the SI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services. The Purchaser shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data.	The bidder understands that this excludes the data which is confidential for the SI like work orders to outside agencies etc. Please confirm if the understanding is correct.	As per RFP
131	RFP Part-II	4. CONFIDENTIAL INFORMATION, SECURITY AND DATA MSA Page 42	4.1. The System Integrator will promptly on the commencement of the exit management period supply to the Purchaser or its nominated agency the following: (d) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Purchaser or its nominated agencies, or its Replacement System Integrator to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its Replacement System Integrator (as the case may be).	The bidder understands that this excludes the data which is confidential for the SI like work orders to outside agencies etc. Please confirm if the understanding is correct.	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
132	RFP Part-II	SCHEDULE V – SPECIAL CONDITIONS OF CONTRACT MSA Page 54	(xv) The performance Bank Guarantee (PBG) should remain valid for a period of 180 days beyond the date of completion of contractual obligations/warranty. The PBG will be returned to the Vendor on successful completion of all his obligations under the contract/work order. In case the execution of the contract/work order is delayed beyond the contracted period and the Client grants extension of delivery period, with or without penalty, the supplier must get the PBG revalidated, if not already valid.	The bidder requests the following modification / addition: The performance Bank Guarantee (PBG) should remain valid for a period of 30 days beyond the date of completion of contractual obligations/warranty. The PBG will be returned to the Vendor on successful completion of all his obligations under the contract/work order. In case the execution of the contract/work order is delayed beyond the contracted period and the Client grants extension of delivery period, with or without penalty, the supplier must get the PBG revalidated, if not already valid. In such a scenario, the PBG shall be issued by the SI for 3% of the value of undelivered services only or 3% of the value of the extension period as provided by the Purchaser.	Please refer corrigendum 5
133	RFP Part-II	SCHEDULE V – SPECIAL CONDITIONS OF CONTRACT MSA Page 56	(xxx) Only the purchaser reserves the right to change the conditions of the contract and parameters of the SLA.	The bidder understands that changes will only be made by the Purchaser to any conditions of the contract and parameters of the SLA with mutual discussion and agreement with the SI. The same is also mentioned under various clauses in the MSA & RFP. Please confirm if the understanding is correct.	As per RFP
134	RFP Part-II	Part 2 1.1. Definitions 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 <u>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 System Integrator’s Proposal and the RFP;</u>	As per RFP
135	RFP Part-II	Part 2 1.1. Definitions 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 <u>Required Consents shall have the meaning as provided in Section 9.1</u> 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;	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
136	RFP Part-II	Part 2 1.5. Priority of documents Page 8	(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) 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 and 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	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
137	RFP Part-II	Part 2 5.4. Testing and acceptance; 12		<p>Bidder suggests following additional provision be included: 5.4(e) <u>The Purchaser will carry out acceptance testing of deliverables (for the deliverables which are subject to acceptance procedure) as per schedule presented by the System Integrator in its Bid/Proposal or otherwise as per mutually agreed schedule. The Purchaser will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of Acceptance Testing(s). The acceptance testing will be based on the test cases provided by the Purchaser. The System Integrator will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by the Purchaser, will be notified to the System Integrator in writing not later than two (2) weeks of delivery. The System Integrator will correct the defects that are a deviation from the baseline immediately following the acceptance. During the acceptance procedure defects attributable to System Integrator shall be rectified at the cost of System Integrator, in all other cases rectification shall be at the cost of the Purchaser. The Purchaser will confirm acceptance in writing to the System Integrator. The Purchaser shall not withhold or delay the issuance of sign off or taking over certificate, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by the Purchaser if the Purchaser (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</u></p>	As per RFP
138	RFP Part-II	Part 2 6. REPRESENTATIONS AND WARRANTIES		<p>Bidder suggests following additional provision be included: 6.3 <u>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></p>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
139	RFP Part-II	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	<u>Bidder suggests this provision be revised as under: 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>	As per RFP
140	RFP Part-II	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	<u>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. 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. 9.2.The Purchaser or its nominated agencies shall use reasonable endeavors to assist System Integrator to obtain the required consent that is necessary for the System Integrator to provide the Services and are identified as System Integrator's responsibility. 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</u>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
141	RFP Part-II	Part 2 10.1. During the Term the System Integrator shall: Page 17	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 through the Service Provider for the use of the Assets;	As per RFP
142	RFP Part-II	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	As per RFP
143	RFP Part-II	Part 2 13.1. Terms of Payment Page 20	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). 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: Payments shall be subject to the application of undisputed SLA penalties and its adjustments/corrections as may be provided for in the Agreement and the SLA from the relevant milestone(s). 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 excluding taxes which are addressed in this Clause	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
144	RFP Part-II	Part 2 13.2. Invoicing and Settlement Page 20	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. 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.	<u>Bidder suggests this provision be revised as under: 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 undisputed SLA penalties. The penalties are imposed on the vendor as per the SLA criteria specified in the SLA. The Purchaser shall within fifteen (15) days after receipt of applicable invoice 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. 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>	As per RFP
145	RFP Part-II	Part 2 13.3. Tax Page 21	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.	<u>Bidder suggests this provision be revised as under: The Purchaser or its nominated agencies shall be responsible for withholding income taxes from the amounts due and payable to the System Integrator wherever applicable. The System Integrator-Purchaser 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.</u>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
146	RFP Part-II	Part 2 13.3. Tax Page 21	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: <u>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 on the System Integrator's income, 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</u>	As per RFP
147	RFP Part-II	Part 2 14.2. Termination for convenience Page 23	(a) a.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. b. Upon receipt of the notice of termination under this clause, the SI shall either as soon as reasonably practical or upon the date specified in the notice of termination: 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: <u>a.The Purchaser may at any time with no less than 180 days prior written notice terminate the Contract for any reason by giving the System Integrator a notice of termination that refers to this clause. b. Upon receipt of the notice effective date of termination under this clause, the SI shall either as soon as reasonably practical or upon the date specified in the notice of termination: 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>	As per RFP
148	RFP Part-II	Part 2 14.2. Termination for convenience Page 24	(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: <u>(iii) deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the SI specifically for the Purchaser as of the date of termination in connection with the System</u>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
149	RFP Part-II	Part 2 15. INDEMNIFICATION & LIMITATION OF LIABILITY Page 24	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, Indemnifying Party shall at its expense and option either Procure the right for Indemnified Party to continue using it Replace it with a non-infringing equivalent Modify it to make it non-infringing. The foregoing	Bidder suggests this provision be revised as under: <u>15.1. Subject to Clause 15.4 below, System Integrator each party (as the "Indemnifying Party") undertakes to indemnify, hold harmless the other party Purchaser (as 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 unless caused by negligence or willful misconduct of the Indemnified Party. 15.2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any material 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 defend or pay any costs or damages under this clause to the Indemnified Party, however, if the claim of infringement is caused by Indemnified Party's misuse or modification of the materials provided by the Indemnifying Party Service; Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; C. Indemnified Party's use of the Service materials provided by the Indemnifying Party in combination with any product or information not owned or developed by Indemnifying Party; d. inclusion in the materials provided by the Indemnifying Party of any content or other materials provided by Indemnified Party and the infringement relates to or arises from such Indemnified Party materials or provided material; or (e) use of the materials provided by the Indemnifying Party for any purposes for which the same have</u>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
150	RFP Part-II	Part 2 15.5 Page 27	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: <u>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 amount paid to System Integrator by the Purchaser in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose)-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.</u>	As per RFP
151	RFP Part-II	Part 2	15.8.	Bidder suggests following additinla 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>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
152	RFP Part-II	Part 2 16.2. Force Majeure events Page 28	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: <u>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 unless such disaster contingency planning and back-up and other data safeguards are itself subject to 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).</u>	As per RFP
153	RFP Part-II	Part 2 17. CONFIDENTIALITY Page 28	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: <u>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 similar to the one it exercises for its confidential information.</u>	As per RFP
154	RFP Part-II	Part 2 17. CONFIDENTIALITY Page 28	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: <u>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.</u>	As per RFP
155	RFP Part-II	Part 2 17.4.d CONFIDENTIALITY Page 29	(d) Information which has been disclosed to the public pursuant to a court order.	Bidder suggests this provision be revised as under: <u>(d) Information which has been disclosed to the public or court or authority pursuant to a court order or law or regulation.</u>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
156	RFP Part-II	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: <u>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. Confidentiality obligations shall survive for the tenure of this Agreement and for a period of three years thereafter.</u>	As per RFP
157	RFP Part-II	Part 2 18. AUDIT, ACCESS AND REPORTING Page 29		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>	As per RFP
158	RFP Part-II	Part 2 19. INTELLECTUAL PROPERTY RIGHTS Page 29	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: <u>19.1. Products and fixes: All products and related solutions and fixes including Third Party Systems 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.</u>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
159	RFP Part-II	Part 2 19.3. Pre-existing work: Page 30	<p>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.</p>	<p>Bidder suggests this provision be revised as under: 19.3. Pre-existing work: All IPR including the source code, tools, methodology, processes, ideas, know-how, technology 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. The foregoing license does not authorizes 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. 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.</p>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
160	RFP Part-II	Part 2 20. MISCELLANEOUS 20.1. Personnel	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, the personnel assigned by System Integrator to perform the Services shall be employees of System Integrator or its subcontractors, 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.</u>	As per RFP
161	RFP Part-II	Part 2 20.1. Personnel Page 31	f. 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>f. During the term of the Agreement and 12 months thereafter, neither Party will solicit for employment or knowingly hire an employee/ personnel 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 to the extent such advertisements does not specifically target other party's personnel</u>	As per RFP
162	RFP Part-II	Part 2 20.3. Sub-contractors Page 32	20.3 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: <u>20.3 System Integrator shall not subcontract any work related to <Insert details> without Purchaser's prior written consent which consent shall not be unreasonably or delayed withheld. 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.</u>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
163	RFP Part-II	Part 2 20.4. Assignment Page 32	20.4 (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. 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: <u>20.4 (b) Subject to Clause 5.1, 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>	As per RFP
164	RFP Part-II	Part 2 20.12. Entire Agreement Page 35	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: <u>This Agreement and the SLA with all schedules & annexures appended thereto and the contents and specifications of the System Integrator's Proposal, 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. 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>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
165	RFP Part-II	Part 2 21. GOVERNING LAW AND DISPUTE RESOLUTION Page 36	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, 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: <u>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>	As per RFP
166	RFP Part-II	Part 2 21.1. SCHEDULES Page 38	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 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.	As per RFP
167	RFP Part-II	Part 2 21.1. SCHEDULES Page 39	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 for reasons solely and entirely attributable to it is unable to meet the obligations as defined in the agreed CCN then the cost of getting it done by third party will be borne by the SI subject to maximum of 5% of the fees that otherwise would have been payable to the SI for such CCN.	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
168	RFP Part-II	Part 2 SCHEDULE II - EXIT MANAGEMENT SCHEDULE Page 43	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.	As per RFP
169	RFP Part-II	Part 2 SCHEDULE II - EXIT MANAGEMENT SCHEDULE 6. TRANSFER OF CERTAIN AGREEMENTS Page 43	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: <u>On request by the Purchaser or its nominated agency the System Integrator shall at Purchaser's cost 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 exclusively 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, subject to agreement of the applicable third party lessors and vendors.</u>	As per RFP
170	RFP Part-II	Part 2 SCHEDULE II - EXIT MANAGEMENT SCHEDULE 7. RIGHTS OF ACCESS TO PREMISES Page 44		Bidder suggests following additional provision be included: <u>7.3 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>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
171	RFP Part-II	Part 2 SCHEDULE II - EXIT MANAGEMENT SCHEDULE 9. EXIT MANAGEMENT PLAN Page 45	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 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.</u>	As per RFP
172	RFP Part-I	Part 1 2.6. Earnest Money Deposit (EMD) d(iii) Page 11	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: <u>ii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP and its Proposal. 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</u>	As per RFP
173	RFP Part-I	Part 1 3.1.9. Signing of Contract Page 18	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: <u>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 subject to suggestions/ comment in successful Bidder's Proposal. 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.</u>	As per RFP
174	RFP Part-I	Part 1 3.1.11. Failure to agree with terms and condition of RFP Page 18	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: <u>Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP read with suggestions/ comment in successful Bidder's Proposal 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.</u>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
175	RFP Part-I	3.2.4. Commercial Bid Evaluation Page 25	e.The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately	Bidder suggests this provision be revised as under: <u>e.The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.</u>	As per RFP
176	RFP Part-I	Part 1 5.1.3. Form 3: Letter of Technical Bid Page 48	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: <u>We agree to abide by all the terms and conditions of the RFP document read with suggestions/ comments in our bid document. We would hold the terms of our bid valid for <180> days as stipulated in the RFP document.</u>	As per RFP
177	RFP Part-I	Part 1 5.7.8. Violations and Associated Penalties during the Operation & Maintenance Phase Page 88	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. The overall capping for penalty will be limited to 10% of the total contract value. 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: <u>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 in accordance with the terms of the Contract and blacklist the company. The overall capping for penalty in a quarter will be limited to 10% of the total contract value in such quarter. 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.</u>	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
178	RFP Part-I	Part 1 5.9. Appendix 9: Substitution of Key Experts at Validity Extension Page 96	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 0.25% of quoted man-month rate per week will be levied. 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 0.25% 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.	<u>Bidder suggests this provision be revised as under:</u> <u>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 0.25% of quoted man-month rate per week will be levied subject to maximum of 5%. 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 0.25% 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%.</u>	As per RFP
179	RFP Part-I	Pre-qualification criteria , Page 20	The bidder should have an average annual- turnover of INR 25 Crores in any three of the last five FYs i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22. <ul style="list-style-type: none"> • Audited Financial Statements and • Certificate from statutory auditors/ Chartered Accountant clearly certifying the turnover requirements 	Please accept a certificate from Company Secretary / Authorized Signatory instead of Statutory Auditor Certificate / CA certificate	Please refer corrigendum 5
180	RFP Part-I	Pre-qualification criteria , Page 20	The bidder's Net Worth should be positive in any three of the last five FYs i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22. The complete set of audited financial statement to be submitted and CA certificate for Net Worth.	Please accept a certificate from Company Secretary / Authorized Signatory instead of Statutory Auditor Certificate / CA certificate	Please refer corrigendum 5

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
181	RFP Part-I	Pre-qualification criteria , Page 20	The bidder should have successfully completed the project of "Similar Works" meeting the criteria mentioned below in any of the last seven years i.e. FY 2016-17 to FY 2022-23 with any of the Center/ State Government Organization/ Centre/State run PSUs, Centre/State run Boards or Corporations or Societies, Statutory bodies or co-operative societies. a) Work order along with Go-Live certificate issued by client should be submitted OR b) Project completion certificate issued by the client should be submitted	As some of the projects are under NDA, it is not feasible to share the customer artifacts (Work order or Go-Live / Completion certificate from client / /Agreement/LOA/LOI). Hence the bidder requests the following 1. Please allow to submit the anonymize project citations. 2. Please accept self-certificate signed by authorized signatory / Company Secretary stating the relevant experience details as a documentary evidence.	As per RFP
182	RFP Part-I	Technical criteria , Page 21	Organizational Financial Strength	Please accept a certificate from Company Secretary / Authorized Signatory instead of Statutory Auditor Certificate / CA certificate	Please refer corrigendum 5
183	RFP Part-I	Technical criteria , Page 22	Past experience	As some of the projects are under NDA, it is not feasible to share the customer artifacts (Work order or Go-Live / Completion certificate from client / /Agreement/LOA/LOI). Hence the bidder requests the following 1. Please allow to submit the anonymize project citations. 2. Please accept self-certificate signed by authorized signatory / Company Secretary stating the relevant experience details as a documentary evidence.	As per RFP

S. No.	RFP Document Reference	(Section & page number)	Content of RFP requiring clarification(s)	Points of clarification	Reply
184	RFP Part-I	9(Page 20)	<p>The bidder should have successfully completed the project of "Similar Works" meeting the criteria mentioned below in any of the last seven years i.e. FY 2016-17 to FY 2022-23 with any of the Center/State Government Organization/Centre/State run PSUs, Centre/State run Boards or Corporations or Societies, Statutory bodies or co-operatives societies. a) 1 Project of value INR 8 Crore or more (inclusive of taxes) OR b) 2 projects each of value INR 5 Crore or more (inclusive of taxes) OR c) 3 projects of each value of INR 4 crore or more (inclusive of taxes) "Similar work" means any IT/ITES work related to Application Development Software, Development/ Data Center Operations/ Data Digitization/ API Integration for Centre or State Government, Centre/State run PSUs, Centre/State run Boards or Corporations or Societies, Statutory bodies or co-operatives societies. a) Work order along with Go-Live certificate issued by client should be submitted OR b) Project completion certificate issued by the client should be submitted.</p>	<p>The bidder should have successfully completed/ongoing the project of "Similar Works" meeting the criteria mentioned below in any of the years i.e. FY 2016-17 to FY 2022-23 with Center/State Government Organization/run PSUs, Centre/State run Boards or Societies, Statutory bodies or co-societies. a) 1 Project of value INR 8 Crore (inclusive of taxes) OR b) 2 projects each of value INR more (inclusive of taxes) OR c) 3 projects of each value of INR more (incl. taxes) "Similar work" means any IT/IT related to Application Development Software/ Development/ Data Center Operations/ Data Digitization/ API Integration for State Government, Centre/State run PSUs, Centre/State run Boards or Corporations or Societies, Statutory bodies or co-societies.</p>	Please refer corrigendum 5