

S.No.	Type Of Query	RFP Section	RFP Page No.	RFP Clause	RFP Clause Description	Pre Bid Query	Accepted/ Rejected/ Clarification	Organization Name	Response	Duplicate Reference	Corrigendum	Rationale
1	PQ	23.5	Page-17 & 18	Pre Qualification criteria for SI (System Integrator) -Documentary Proof Required for Criteria -1,2,3,4	Certificate from statutory auditor	Our Chartered Accountant is also our Tax Auditor which certifies the stator returns and other filings to boards or respective entities. Hence request you to accept the documents certified by Chartered Accountant / Company Secretary as equally valid supporting document for the respective clauses such as SI in IT application Business, Profit, Turnover, Net Worth and Project Self Certificates for Completion Certificates / Phase Completion etc.) Getting Certificates from Statutory Auditor is a time consuming and expensive process. However for financial information such as Turnover, Profit and Networth which are extracted from audited financial Statements are certified by Statutory auditors. We will be also enclosing the audited financial statements such as Balancesheet and Profit & Loss Statement along with our response. Please confirm if this is acceptable?	Accepted	Mastek				
2	PQ	23.5	Page-18	Pre Qualification criteria for SI (System Integrator)-6	Bidder should have certification of ISO 9001:2000 and CMMI Level 5	We are under the process of renewal of our CMMI certification and are expecting the issuance of the same by last week of March 2017. We would be able to enclosed Self Declaration /Undertaking Letter for the same along with the previous copy of our Certificate. Request you to consider our undertaking letter for meeting the CMMI Criteria.	Accepted, The CMMI 5 certificate should be submitted before commercial bid opening	Mastek				
3	EMD	3	Page-2	EMD	Earnest Money Deposit (EMD) of INR 34,00,000.00 (Thirty Four Lac Rupees Only) to be submitted in the form of Bank Guarantee issued by a Nationalized / Scheduled Bank	Banks also do request the following details from the bidders to issue the BG. Request you to share the same :- Beneficiary Name: Beneficiary Address: Name of the Bank: Branch address: Type of Account: Account No: IFSC Code:	This can be obtained by the bidder from this office on mail.	Mastek				
4	PQ	23.5	Page-18	Pre Qualification criteria for SI (System Integrator) -Documentary Proof for 5	Purchase Order / Work Order and letter of satisfaction of the customer/ Installation and commissioning certificate from Authorized Signatory of the Purchase	Request you to accept ongoing project as well to meet this criteria. Also request you to accept self certificate issued by Company Secretary instead of customer certificate	Tender conditions prevail.	Mastek				
5	PQ	23.5	Page-18	Pre Qualification criteria for SI (System Integrator) -Pt.5	Bidder should have experience in last three years (FY 2013-14, 2014-15 and 2015-16) of working on....	Request you to consider the Bidders' experience in last 7 years, as most of the projects for such a high value are 5+ years contract duration and we assume that although the project award date is before the 7 years period, the project value executed in last 7 years will be considered equally valid meeting the value criteria	Tender conditions prevail.	Mastek				
6	Consortium	22.1	Page 16	Consortium Approach	Bidder is not allowed to form a consortium or sub-contract any piece of work. If proposed, the purchaser reserves the right to reject the bid. However, bidder may sub-contract facility management services (FMS) etc.	Request you to allow bidders to submit bid in consortium with atleast 1 partner, so that bidder's forming consortium can complement their skills and capabilities in terms of resources and tools and also leverage their strengths to ensure better execution of project.	Tender conditions prevail.	Mastek				
7	Consortium	9.1	Page 37	Constitution of Consortium	The bidder should not submit the bid as a consortium	Request you to allow bidders to submit bid in consortium.	Tender conditions prevail.	Mastek				
8	SoW	Section 5	Page No. 14	Clause No. 3.2.3, Table 1, Sl. No. 6	...conducting audits using hand-held devices....	Please elaborate the kind of hand-held devices indicated in the clause which are to be used for conducting audits by the BCAS users. Also please clarify about procurement of the same.	Here hand held devices implies devices such as mobiles and palm tops.	Mastek				
9	SoW	Section 5	Page No. 15	Clause No. 3.2.3, Table 1, Sl. No. 6	The bidder shall be responsible to integrate the e-BCAS Application for BCAS with NIC e-office suite and centralized applications deployed by NIC.	We understand the application like e-Office, PGRAMS, Estate Management, EIS, PFMS, Online RTI, Attendance Management developed by NIC needs interface with e-BCAS. Please clarify about the data communication pattern (One way OR Two way) for these interface and whether NIC developed application will be provided with Open API.	Understanding is correct. Data communication would be two way. Integration with NIC developed application will be as per RFP Section-5. Scope of Work Clause 3.2.6	Mastek				
10	SoW	Section 5	Page No. 22	Clause No. 3.2.8	Gov cloud (MeghRaj) will provide virtual machines, shared storage and other infrastructure as per the policies and guidelines applicable for Gov Cloud (MeghRaj) laid down by Government of India.	We understand the procurement all desired infrastructure resources will be done by bidder and will be on the Gov cloud (MeghRaj). Please clarify whether the DC and DR will be provided by NIC.	Tender conditions prevail.	Mastek				
11	PQ	Section 2 Instructions to Bidders	15	23.5 point 3	"...Similar nature which include system integration projects covering software design, development, complete customization, maintenance and operations etc. in India..."	Request please modify PQ to India or Globally	Tender conditions prevail.	TECHMAH				
12	PQ	Section 2 Instructions to Bidders	18	23.5 point 4	Purchase Order / Work Order and letter of satisfaction of the customer/ Installation and commissioning certificate from Authorized Signatory of the Purchaser	Request to please modify to - Purchase Order / Work Order and letter of satisfaction of the customer/Installation and commissioning certificate from Authorized Signatory of the Purchaser or A certificate from the Company Secretary of the Bidder.	Tender conditions prevail.	TECHMAH				
13	PQ	Section 3 Contract Conditions	11	10.4	The Bidder shall ensure that none of the Key Personnel (refer Clause 6.5.2of Section 5 of the RFP) proposed, exit from the project during first 6 months of the beginning of the project. It is important that the Bidder submits profiles of only those resources that are available for the project. The bidder can change key personnel only if they leave the organization	Request please revise this clause to 3 months from 6 months and also allow exit on medical conditions and uncontrollable personal situations	Tender conditions prevail.	TECHMAH				
14	PQ	Section 3 Contract Conditions	14	10.17	The Bidder shall ensure that the OEMs for hardware equipment conduct the	By Bidder. This clause may be deleted. HW will not be supplied	Tender conditions prevail.	TECHMAH				
15	Payment Terms	Section 3 Contract Conditions	66	Annexure 3, Payment schedule	40% of the total value would be paid in equated quarterly installments during the remaining period of the contract after Acceptance of System	Also in implementation phase payment may be made at an interned Milestones between M2 and M3	Tender conditions prevail.	TECHMAH				
16	HW	Section 4 Submission Forms	18	2 and 3 tables	Description available Hardware	Request to please provide the CPU type on which VMs are created and what is the VM environment	Tender conditions prevail.	TECHMAH				
17	HW	Section 4 Submission Forms	Page 27-Page 33	Costing table 6.2.1 to 6.2.5	Unit Cost	Can a sum of the cost of all line items for the required quantity for each table be provided as a single valued instead of unit value for each line item?	Tender conditions prevail.	TECHMAH				

18	SoW	Section 5 Scope of work	Page 12	5.2 Architecture Diagram	Application modules	Our understanding of the scope is to develop core eBCAS application and integrate with all other surrounding apps.modules, is that correct?	understanding is correct.	TECHMAH						
19	SoW	Section 5 Scope of work	Page 13		The bidder should make sure that indigenous products/ components are used to build up the components of the solution the extent possib	Is Open source COTS component based solution acceptable where possible? Is there any criteria/PQ for the SW selection to be met?	Tender conditions prevail.	TECHMAH						
20	SoW	Section 5 Scope of work	Page 13		The bidder should make sure that indigenous products/ components are used to build up the components of the solution the extent possib	Is customization of a functional feature to meet the requirements if not available out of box in the SW product chosen. Is it accepted or is it a deviation not acceptable?	Tender conditions prevail.	TECHMAH						
21	SoW	Section 5 Scope of work	page 45	4.3	Operations support and Maint	Can the Admin, Ops and Maintenance support be provided remotely from Bidder premises?	Tender conditions prevail.	TECHMAH						
22	SoW	Section 5 Scope of work	page 45	4.3	Operations support and Maint	Can the helpdesk be established/deployed at Bidder premises?	Tender conditions prevail.	TECHMAH						
23	SoW	Module 10 : Portal	44		BCAS_WEP_1 :: General	Provide details on the following: a) average number of users (concurrent users) b) how do you expect growth in number of concurrent users & online users in the next 3 years. What are the requirements on the response time of the application ? Are there any personalization requirements in this portal - for example, display specific advertisement or campaign based on the user logged in. Please confirm if the new system needs to be on-premise OR can be a Cloud based solution. Please provide any guidelines that such systems need to adhere to. Is there any technology preference / standard for the portal implementation	Tender conditions prevail. Needs to be captured in SRS Phase Needs to be captured in SRS Phase Explained in RFP No Explained in RFP No	TECHMAH TECHMAH TECHMAH TECHMAH TECHMAH TECHMAH						
24	SoW	Module 10 : Portal	45		BCAS_WEP_3 :: General	What all functionalities to be delivered as part of Internet and Intranet portal Does the portal have any web content Management features for dynamic content that changes periodically ? (for say - Information on various services / News Feeds /Regulatory changes )	Needs to be captured in SRS Phase Yes	TECHMAH TECHMAH						
25	SoW	Module 10 : Portal	46		BCAS_WEP_16 : Search The system should allow to drill down to the page News Section	Please elaborate on drill down	Needs to be captured in SRS Phase	TECHMAH						
26	SoW	Module 10 : Portal	45		BCAS_WEP_6 :: Content Management	Will the existing Content/ Document Management system be used? Is there a requirement to support channels (Chat, eMAIL, IVR, SMS etc.). If so, please share the list of channels + functions and approximate volumes that need to be supported by these channels Please provide Data migration requirements (from existing system) if any Is all the existing portals are public facing(internet)? If no, please provide the application category as Internet or Intranet Whether workflow to be included as part of the content mangement for review and publishing of contents What would be the indicative size of the contents uploaded in a given period of time say per month	Needs to be captured in SRS Phase yes Needs to be captured in SRS Phase Yes Yes Needs to be captured in SRS Phase	TECHMAH TECHMAH TECHMAH TECHMAH TECHMAH TECHMAH						
27	SoW	7. Approvals and Required Consents	35	7. Approvals and Required Consents	7.1. The Purchaser will extend necessary support to the Bidder to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the Bidder to provide the Services. The costs of such Approvals shall be borne by the Bidder. Both parties will give each other all co-operation and information reasonably	We request to consider this clause as below - 7.1. The Purchaser will extend necessary support to the Bidder to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the Bidder to provide the Services according to the RFP scope. The costs of such Approvals shall be borne by the Bidder. Both parties will give each other all co-operation and information reasonably	Tender conditions prevail.	TECHMAH						
28	SoW	10.5.	38	10.5.	The Bidder shall ensure that none of the Key Personnel (refer Clause 6.5.2 of Section 5 of the RFP) proposed, exit from the project during first 6 months of the beginning of the project. It is important that the Bidder submits profiles of only those resources that are available for the project. The bidder can change key personnel only if they leave the organization.	We request to allow flexibility to replace provided Project Director & Project Manager profile during initiation subject to replace with similar or higher profile.	Tender conditions prevail.	TECHMAH						
29	SoW	10.5.	38	10.5.	The Bidder shall ensure that none of the Key Personnel (refer Clause 6.5.2 of Section 5 of the RFP) proposed, exit from the project during first 6 months of the beginning of the project. It is important that the Bidder submits profiles of only those resources that are available for the project. The bidder can change key personnel only if they leave the organization.	We request you to confirm apart from Prg Director and Project Manager . What all other key resources are mandatorily required at onsite.	On Need basis	TECHMAH						
30	Contract	B. SPECIAL CONDITIONS OF CONTRACT (SCC)	56	26. Performance Security	The successful Bidder shall furnish Performance Security to the Purchaser at the time of signing the Contract which shall be equal to 10% of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Nationalised / Scheduled Bank in the Proforma given in clause 7 of Section 4 of this RFP which would be valid up to a period of six months after the contract period.	We request to consider PBG validity one month after the contract period.	Tender conditions prevail.	TECHMAH						

31	Contract	B. SPECIAL CONDITIONS OF CONTRACT (SCC)	56	27.1 Liquidated Damages	If the Bidder fails to supply, install or maintain any or all of the goods as per the contract, within the time period(s) specified in the Contract, the Purchaser without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5 % per week or part thereof of contract value for the milestone up to a total period of delay of 4 weeks.	Request you to confirm.  We undersand that the liquidated damages will be levied on delayed milestones price only not on total contact price.	confirmed	TECHMAH				
32	Contract	B. SPECIAL CONDITIONS OF CONTRACT (SCC)	56	27.2 Liquidated Damages	If the Bidder fails to supply, install or maintain any or all of the goods as per the contract, within the time period(s) specified in the Contract, the Purchaser without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1 % per week or part thereof of contract value for the milestone beyond total period of delay of 4 weeks up to 8 weeks and a sum equivalent to 2% per week or part thereof of contract value for the milestone beyond total period of delay of 8 weeks.	Request you to confirm.  We undersand that the liquidated damages will be levied on delayed milestones price only not on total contact price.	confirmed	TECHMAH				
33	Contract	33. Termination	60	33. Termination	The Purchaser may, terminate this Contract in whole or in part by giving the Bidder a 30 day written notice indicating its intention to terminate the Contract under the following circumstances:	We request to consider as 90 days.	Tender conditions prevail.	TECHMAH				
34	Contract	C. SERVICE LEVELS	63	41.1. General	Penalty as a percentage of Half Yearly applicable	We request to consider Penalty as a percentage of Quarterly Payment	Tender conditions prevail.	TECHMAH				
35	SoW	37.1. Implementation and Roll Out	63	37.1. Implementation and Roll Out	37.1.1. Development / customization, integration, testing and rollout of software applications at Purchaser's office locations, DC and DR sites.	Please confirm DC & DR cloud data center location and preferred location of DC & DR.	Refer RFP	TECHMAH				
36	SoW	42. Measurements & Targets	66	42.1. Implementation Phase related Performance Levels	1. Team mobilization and commencement of work  Delay beyond 15 calendar days = 1% of the contract value + 0.1% of the Contract value for every day of delay it may lead to Termination of the Contract at the discretion of the Purchaser.	LD% if very high. We request to consider it as - Delay beyond 15 calendar days = .1% of the contract value + 0.05% of the Contract value for every day of delay it may lead to Termination of the Contract at the discretion of the Purchaser.	Tender conditions prevail.	TECHMAH				
37	SoW	42. Measurements & Targets	68	3. Average time taken for opening Internet portal (Home page) from remote site at 256 Kbps connectivity	3. Average time taken for opening Internet portal (Home page) from remote site at 256 Kbps connectivity	It's hard to commit on response time with X connectivity without knowing the data size and concurrency. We request to remove 256 Kbps connectivity clause.	Tender conditions prevail.	TECHMAH				
38	SoW	42. Measurements & Targets	69	Average time for submission and upload of forms/ data by authorized signatories (Time between pressing the „submit“ button and generation of acknowledgement of successful or unsuccessful submission from the system) at minimum 256 Kbps connectivity	Average time for submission and upload of forms/ data by authorized signatories (Time between pressing the „submit“ button and generation of acknowledgement of successful or unsuccessful submission from the system) at minimum 256 Kbps connectivity	It's hard to commit on upload time without knowing the data size and concurrency. We request to remove 256 Kbps connectivity clause.	Tender conditions prevail.	TECHMAH				
39	SoW	Security Incident Reporting	77		Severity 1 - 8 Hours from acknowledgement Severity 2 - 8 Hours from acknowledgement	We request to consider 24 hours for small numbers of system probes or scans detected.	Tender conditions prevail.	TECHMAH				
40	Payment Terms	Annex III: Payment schedule(Please refer Section5 for details on milestones)	93	Annex III: Payment schedule(Please refer Section5 for details on milestones)	40% of the total value would be paid in equated quarterly instalments during the remaining period of the contract after Acceptance of System	40% of total contract value for O&M phase is too high. We request to consider it as 30% and to adjust rest 10% during implementation phase.	Tender conditions prevail.	TECHMAH				
41	Contract	e. Severity for Bugs / Defects	86		43.3. Performance Penalty for not meeting a measurement parameter for two consecutive quarters shall result in <b>twice the penalty percentage</b> of that respective measurement parameter. 43.4. Maximum Penalty applicable for any quarter shall not exceed <b>30% of the .applicable fees* for the respective quarter.</b> 43.5. Two consecutive quarterly deduction of 30 % of the applicable fee on account of any reasons, will be deemed to be an event of default and termination as per Clause 32 and 33 of this Section of RFP respectively and the consequences as provided in Clause 34 of this section of RFP shall follow.	We request To remove clause 43.3 30% LD of quarterly payment is very high. We request to restrict it at 10%	Tender conditions prevail.	TECHMAH				
42	SoW	6.2.4 Other items	128	6.2.4 Other items	IVR System	Please confirm if IVR/call recording expected to be implemented for helpdesk.	yes	TECHMAH				
43	SoW	3.2.2.2	147	3.2.2.2	3.2.2.2 Mobile: Mobile would be used as a communication channel to all the officials who have the approval authority, they would be able to receive updates and alerts through SMS on the mobile number available in the records. This would improve the response time considerably and requests	We understand no mobile application is in scope. Only requirement is to design application in mobile friendly mode. Please confirm.	confirmed	TECHMAH				

44	SoW	3.2.3 Application layer	148 112	3.2.3 Application layer 2. The indicative list on which the technical solution is expected is on the following headers: c. Software solutions (COTS and custom-made) for the functionalities required	Application should be based on open source technologies/ open APIs and support open source protocols. e. Software solutions (COTS and custom-made) for the functionalities required	We request to confirm if there any preference of proprietary COTS or Open Source Softwares	Refer RFP	TECHMAH						
45	SoW	7 Training	148	7 Training	The training module will allow external stakeholders to certify training institutes, consolidate training schedules, prepare annual training calendar, prepare exam questions & curriculum , conduct classroom training, conduct online exam and evaluation, nominate employees for training and BCAS users to schedule trainers and examinations through the system. The users will also be able to take online examination through the system.	Referring this other training sections we understand that bcas wanted to implemented complete LMS (Learning Management Tool) for trainings/prepare batches, enrollment of users, registration of institutes, hosting of training modules etc). Please confirm	confirmed	TECHMAH						
46	SoW	3.2.6 Integration/Interface with External Systems	153	3.2.6 Integration/Interface with External Systems	3.2.6 Integration/Interface with External Systems	We request to confirm current and in near future expected integration points (for inflow & outflow), kind of data to get/share from all and in which form	Needs to be captured in SRS Phase	TECHMAH						
47	SoW	3.2.6 Integration/Interface with External Systems	153	3.2.6 Integration/Interface with External Systems	3.2.6 Integration/Interface with External Systems	We request to confirm if there any source system from where some data expected to get and upload on the system on regular basis (daily/monthly etc), and what is the frequency in a day/month and size of each fetch.	Needs to be captured in SRS Phase	TECHMAH						
48	SoW	3.2.7 IT security, control and monitoring systems	154	3.2.7 IT security, control and monitoring systems	3.2.7.1 Application Security The application shall have a centralized security management foundation that shall enable delivery of application and data to internal users and external stakeholders in a secure manner. Security layer in the application will provide user authentication, Authorization and Identity and Access Management services. In addition it shall also provide auditing and logging functionality for effectively monitoring/tracking the user activities in the application. It will also have a single sign-on facility for the users for the various modules of the application. This shall avoid multiple authentications for each module in the application. BCAS application shall implement Digital signatures/ e-Signing to provide an extra layer of authentication factor to access the portal. BCAS internal users and external users shall use their Digital Signatures/e-Signing to log-in to the application. Application shall implement at-least the following security controls:	Please confirm if some existing LDAP & SSO solution expected to utilize or bidder to propose and configure in solution.	Bidder to propose and configure in solution.	TECHMAH						
49	SoW	3.2.7.1 Application Security	154	3.2.7.1 Application Security	BCAS application shall implement Digital signatures/ e-Signing to provide an extra layer of authentication factor to access the portal.	Is digital signature part of bidder financial or procurement of digital signature done by BCAS.	Bidder's Scope	TECHMAH						
50	SoW	3.2.8 Data center & disaster recovery infrastructure	156	3.2.8 Data center & disaster recovery infrastructure	The SI should assess the compute and storage requirements and shall share the same along with their technical proposal	No information given with respect to storage size. Existing data size to migrate, expected type of data, expected size of data, growth etc. We request to provide complete or to make storage requirement specification during SRS phase.	Needs to be captured in SRS Phase	TECHMAH						
51	SoW	Disaster Recovery	157	Disaster Recovery	In event of disaster it is expected that the services are made available 50% of its capacity. This is for the reason that the Disaster Recovery Site shall be used only during the downtime at Data Center. The response time may be slow at DR since the infrastructure capacity has been reduced to 50%.  3.2.8.2 Only the business critical applications and other devices are required to be in High Availability. 3.2.8.3 For business critical applications and other devices in High Availability, the solution architecture should have No Single Point of Failure and committed for a minimum of 99% uptime.	One statement is saying DR should be 50% of DC, and critical applications in HA mode however no clarity what all application are critical and required to be configured in HA mode in DR.	Tender conditions prevail.	TECHMAH						
52	SoW	4.2.2.2 Guidelines for software development and testing	168	4.2.2.2 Guidelines for software development and testing	Bidder shall carry out development and customization of all the solutions using its own infrastructure including but not limited to servers, storage, networking, software, licenses, automated testing tools etc. 2. Bidder shall carry out testing of the developed solution in own premises. 3. Bidder to provide application access to BCAS users whenever needed for various purposes.  Bidder shall develop and maintain the staging/ test environment including required licenses and hardware at bidder's own environment for the complete contract period. The Bidder needs to ensure completion of UAT and third party security audit clearance for developed application, and then it will be submitted (along with all test/clearance certificate) for hosting/ clearance by NIC Security group. After due clearance by NIC Team, it will be allowed to be accessed by stakeholders to deploy the application in production environment (Go Cloud-MeghRa) as per requirement specified in this document to make the Application Live.	We understand that complete development & implementation is offshore based (except key personal at onsite), and bidder need to configure three environments - Development, Staging and Testing.	understanding is correct.	TECHMAH						

53	SoW	4.2.2.2 Guidelines for software development and testing	168	4.2.2.2 Guidelines for software development and testing	<p>Bidder shall carry out development and customization of all the solutions using its own infrastructure including but not limited to servers, storage, networking, software, licenses, automated testing tools etc.</p> <p>2. Bidder shall carry out testing of the developed solution in own premises.</p> <p>3. Bidder to provide application access to BCAS users whenever needed for various purposes.</p> <p>Bidder shall develop and maintain the staging/ test environment including required licenses and hardware at bidder's own environment for the complete contract period. The Bidder needs to ensure completion of UAT and third party security audit clearance for developed application, and then it will be submitted(along with all test/clearance certificate) for hosting/ clearance by NIC Security group . After due clearance by NIC Team, it will be allowed to be accessed by stakeholders to deploy the application in production environment (Gol Cloud-MeghRa) as per requirement specified in this document to make the Application Live.</p>	We understand that all bidder premises environments (dev, stage,test) & related softwares will remain the proprietary of bidder.	understanding is correct.	TECHMAH					
54	SoW	4.2.2.2 Guidelines for software development and testing	168	4.2.2.2 Guidelines for software development and testing	<p>Bidder shall carry out development and customization of all the solutions using its own infrastructure including but not limited to servers, storage, networking, software, licenses, automated testing tools etc.</p> <p>2. Bidder shall carry out testing of the developed solution in own premises.</p> <p>3. Bidder to provide application access to BCAS users whenever needed for various purposes.</p> <p>Bidder shall develop and maintain the staging/ test environment including required licenses and hardware at bidder's own environment for the complete contract period. The Bidder needs to ensure completion of UAT and third party security audit clearance for developed application, and then it will be submitted(along with all test/clearance certificate) for hosting/ clearance by NIC Security group . After due clearance by NIC Team, it will be allowed to be accessed by stakeholders to deploy the application in production environment (Gol Cloud-MeghRa) as per requirement specified in this document to make the Application Live.</p>	Please confirm if bidder open to choose cloud infra for development, staging and testing environment.	self explanatory	TECHMAH					
55	SoW	4.2.3 Migration and enrichment of legacy data	170	4.2.3 Migration and enrichment of legacy data	4.2.3 Migration and enrichment of legacy data	Please confirm all different data sources, if it's all e-data or any manual entry also required and size of the data (approx value)	self explanatory	TECHMAH					
56	SoW	4.2.6.2.2	173	4.2.6.2.2	<p>4.2.6.2.2 Backup / Restore Services – The bidder shall propose the backup methodology along with the period for backup and shall be also responsible for the regular backup of data and applications. Backup may also be maintained by Cloud team as per approved policy/ Procedure/ Guidelines. However, the Bidder would take the backup as per the backup policy developed by the Bidder to ensure business continuity as per various SLAs. All backup being taken and maintained by the Bidder shall be at BCAS premise in encrypted format under administrative control of BCAS. Every deposit of backup shall be sign-off by BCAS as per the backup policy decided by the Bidder. The Bidder shall ensure backup and restoration of application, database, documents and logs etc. or any other aspect for successful implementation of the project. Bidder shall also be responsible for installation and maintenance of any hardware/ software/ ICT component required for taking and maintaining the backup.</p>	We understand that all backup & restore solution and devices will be provided by the bcas and bidder will have to define backup, restore and archive policy by maintaining the proper backup.	self explanatory	TECHMAH					
57	SoW	4.2.6.2.5 Managed virtual machines and shared storage shall be made available through GI Cloud (MeghRa) of Govt. of India	174	3.6 Business continuity planning (BCP/DR) approach	4.2.6.2.5 Managed virtual machines and shared storage shall be made available through GI Cloud (MeghRa) of Govt. of India	We understand that all other required hardware solution HLB/DNS/Switches/Routers/Networking/Bandwidth etc on HA mode also provided by the client	self explanatory	TECHMAH					
58	SoW	4.2.9.2.2 4.3.4.1	175 182		<p>ii. Hand-holding (for 6 months) can begin after acceptance of system</p> <p>Bidder is expected to conduct operational activities and provide hand-holding for BCAS at each regional office and HO for the complete Operations and Maintenance phase of the project</p>	Please confirm hand holding support period if its 6 month or for complete O&M period (5 year)	complete O&M period.	TECHMAH					
59	SoW	4.3 Operations & maintenance phase	179	4.3 Operations & maintenance phase	4.3 Operations & maintenance phase	Please confirm Operation & Maintenance support timing (24*7, 18*7, 9*7 etc)	Refer RFP	TECHMAH					
60	SoW	4.3.2 Helpdesk Services	180	4.3.2 Helpdesk Services	4.3.2 Helpdesk Services	Please confirm what all infrastructure will be provided by the bcas to helpdesk resources (desktop/furniture etc)	Refer RFP	TECHMAH					
61	SoW	4.3.2 Helpdesk Services	180	4.3.2 Helpdesk Services	4.3.2 Helpdesk Services	Please confirm expect call volume per day.	Needs to be captured in SRS Phase	TECHMAH					
62	SoW	4.3.2 Helpdesk Services	180	4.3.2 Helpdesk Services	4.3.2 Helpdesk Services	Please confirm helpdesk support timing (24*7, 18*7, 9*7 etc)	Refer RFP	TECHMAH					

63	SoW	4.3.2 Helpdesk Services	180	4.3.2 Helpdesk Services	Bidder shall set up helpdesk with a single contact number with 2 phone lines to handle the user calls. This will not be a toll-free number. The Bidder shall endeavor to get a simple (easy-to-remember) number sequence for this number. All payments related to phone lines etc. shall be borne by the bidder as part of this contract for the contract period.	Please confirm if phone lines are expected to be inbound only or both (in/out). Please allow phone bill related incur cost to claim on actual by bidder.	Tender conditions prevail.	TECHMAH					
64	SoW	4.3.2 Helpdesk Services	180	4.3.2.4 Helpdesk is envisaged to be provided for the resolution of queries by BCAS stakeholders. Typical	Deployment of web-based tool for the helpdesk in accordance to the specifications mentioned in Annexure A to this section of RFP	Please confirm if bidder can propose public SaaS cloud based incident management tool.	Tender conditions prevail.	TECHMAH					
65	SoW	5 Timelines and Deliverables of the Project	184	Helpdesk activities shall include:	BCAS is expected to accept the deliverable maximum within 2 weeks of its submission so as not to impact the project schedule, cost and subsequent deliverables.	two weeks of acceptance time is too high and can impact the project timelines. We request to change it as one week, and in case of no response in the agreed time all deliverables will consider as accepted.	Tender conditions prevail.	TECHMAH					
66	SoW	4.3.3 Facility management Services 8. Sub – Contract	186 & 36	4.3.3 Facility management Services 8. Sub – Contract	8.1. The Bidder shall not, without the consent in writing of the Purchaser appoint any delegate/subcontractor for the performance of Services under this contract. Only the services of technical helpdesk, handholding staff and facility management staff as mentioned in the Section 5 of the RFP can be sub-contracted by the Bidder. It is desirable that the number of sub-contractors engaged by the Bidder for this contract is kept to the minimum possible.  The Facilities Management shall, include following major areas of services: o Help Desk Services for internal users / external users o Technical Support Services o Vendor Management Services o Asset Management services o Maintenance of the other IT infrastructure in all the regions and the HQ such as printers, computers, scanners etc.	We understand that except core development/installation/implementation bidder open to subcontract helpdesk support & technical support during O&M phase	Tender conditions prevail.	TECHMAH					
67	SoW	6.2 Estimated number of users	195	6.2 Estimated number of users	6.2.1 Internal users 6.2.2 External users	Please confirm Internal & External Users concurrency.  Please confirm data size of each request for internal as well as external user (like any kind of data upload/download)	Needs to be captured in SRS Phase	TECHMAH					
68	SoW	6.2 Estimated number of users	195	6.2 Estimated number of users	6.2.1 Internal users 6.2.2 External users	Please confirm year wise expected growth of both user base	Refer RFP	TECHMAH					
69	SoW	6.2 Estimated number of users	195	6.2 Estimated number of users	6.2.1 Internal users 6.2.2 External users	Please confirm expected peak load period (if there any) - like end of month, start of month etc.	Needs to be captured in SRS Phase	TECHMAH					
70	SoW	6.6 Training Requirements	201	6.6 Training Requirements	Total Number of trainees: 250 Master trainers from various organizations as decided by BCAS this is 10% of the number as per clause + approximately 183 (BCAS HQ & RO users). All the persons trained shall be actual users of the application)	We understand total ni users to be trained are 250+183. Please confirm	Refer RFP	TECHMAH					
71	SoW	6.6 Training Requirements	201	6.6 Training Requirements	6.6 Training Requirements 6.5.2.2 Project Manager – (1 Nos.)	Please confirm all locations (userwise) where training required to be conducted if confirm location if it's some centralized location.	8 RDSOs	TECHMAH					
72	SoW	6.7.2 Infrastructure	203	6.7.2 Infrastructure	6.7.2 Infrastructure	We request to confirm the expectations with respect to provided existing hardware. Like if bidder open to use available OS (Windows7) on propose system or all provided list is only for employees and given just for information only	Refer RFP	TECHMAH					
73	SoW	Section 5	212	BCAS_UAM_8	system shall be consistent with the United Nations guidelines for web design	As this is an BCAS, BCAS must consider as GWIG and STOC guidelines only	Tender conditions prevail.	TECHMAH					
74	SoW	Section 5	213	BCAS_UAM_21	The system shall provide an interface to standard e-mail clients	Email integration is ok but ,what is the use of using email client?	Tender conditions prevail.	TECHMAH					
75	SoW	Section 5	217	BCAS_PLM_20	Submission of meeting minutes and reports for the external meetings	Is there any fixed format for minutes of meeting or this can be done by simplifying uploading the scan document	Needs to be captured in SRS Phase	TECHMAH					
76	SoW	Section 5	223	BCAS_NSQ_6	5. Module #5: NSG operations	NSG Operation (Preparation of deployment schedule of Sky Marshalls) it has been ask to integrate with the system of flight scheduling, by using CSV & Excel file, is that manual integration or this is API based integration, if it is API based what type of technology to be used for integration  Do we need to implement M2M integration, this is API based integration	Needs to be captured in SRS Phase	TECHMAH					
77	SoW	Section 5	225	BCAS_NSQ_20	Automatic schedule preparation: Rules setup	Do we need to implement the rule engine	yes	TECHMAH					
78	SoW	Section 5	204 +	Section 5	All Modules	On many functional point it has been asked that "system should allow committee to update the reports" is that the uploading of the reports by an user only or it is the submission of the reports by different user, or this is the approval flow based system.	Approval Flow.	TECHMAH					
79	SoW	Section 5	246	Module 9	Foreign Deputations	is that module required to be integrated with the finance , payroll and other employee servicier related application	Needs to be captured in SRS Phase	TECHMAH					
80	SoW	Section 5 Scope of Work	22	3.2.8 Data center & disaster recovery infrastructure	To avoid any loss of data, a DR site to host data backup shall also be hosted in Data Recovery Site.	What will be the location where DR site will be hosted?	Refer RFP	TECHMAH					
81	SoW	Section 5 Scope of Work	23	3.2.8 Data center & disaster recovery infrastructure	The SI should assess the compute and storage requirements and shall share the same along with their technical proposal.	Does SI only have to provide the sizing for the Compute & Storage part & hardware will be provided by GOI? Who will Implement the Compute & Storage in that case?	Refer RFP	TECHMAH					

82	SoW	Section 5 Scope of Work	23	3.2.8 Data center & disaster recovery infrastructure	Gol cloud (Meghraj) will provide virtual machines, shared storage and other infrastructure as per the policies and guidelines applicable for Gol Cloud (Meghraj) laid down by Government of India.	Can be get the detailed of software running on Storage so that we can leverage the same if required?	Refer RFP	TECHMAH							
83	SoW	Section 5 Scope of Work	23	3.2.8 Data center & disaster recovery infrastructure	One more factor to be taken care of here would be the compatibility of all these components with each other and with respect to the overall solution deployment.	Can we get the details of the Hardware like Make & model no. etc to check on the compatibility part?	Refer RFP	TECHMAH							
84	SoW	Section 5 Scope of Work	39	4.2.6.2.2 Backup / Restore Services	The bidder shall propose the backup methodology along with the period for backup and shall be also responsible for the regular backup of data and applications.	What will be the retention policies of backup? Is there any backup window specified?	Needs to be captured in SRS Phase	TECHMAH							
85	SoW	3.1 Key Design Principles	Section 5 – page no 11	Point 3: Extensibility & Scalability	The infrastructure elements such as Data Center, Disaster Recovery Infrastructure and network infrastructure have been designed keeping this principle in mind.	Our understanding is that, NIC cloud (Meghraj) will be used so SI doesn't have to do anything related to Infrastructure, DR and Network. Please confirm	confirmed	PwC							
86	SoW	3.1 Key Design Principles	Section 5 – page no 11	Point 6: Design for performance and reliability measurement	The deployment architecture must allow for fault tolerance and load balancing, and enable horizontal scaling of servers and storage upgrades without affecting solution uptime.	Our understanding is that, NIC cloud will be used where VMs will be provided having horizontal scaling and can extend the storage. Assumed NIC has Standard procedure to update or upgrade the system without downtime. SI doesn't have any control on Infrastructure solution and its maintenance along with uptime. Please confirm	self explanatory	PwC							
87	SoW	3.2.2 Communication Channel	Section 5- Page no 13	3.2.2.1 Web Portal	The Application developed would also need a performance audit by STQC/ any other authorized agency.	Please confirm, STQC certification cost will be borne by client directly.	By Bidder	PwC							
88	SoW	3.2.3 Application Layer	Section 5: page no 16		The bidder shall be responsible to integrate the e-BCAS Application for BCAS with NIC e-office suite and centralized applications deployed by NIC.	Our understanding is that any changes required at NIC e-office suite and centralized applications to integrate with eBCAS application will be taken care by existing Vendor or NIC or BCAS internal IT team such as web service publishing or consume to interact with eBCAS application.	self explanatory	PwC							
89	SoW	3.2.5.7 Enterprise Management Solution	Section 5: Page no 18			It is assumed that NIC Cloud has EMS solution to manage NIC cloud VMs, which will be leveraged by SI for Enterprise Management of eBCAS applications servers / VMs.	Refer RFP	PwC							
91	SoW	3.2.6 Integration / Interface with External Systems	Section 5: Page No 19			Please provide details on what kind of integration required with External System. Will this be getting data from External Application in eBCAS application or there are multiple touch points to exchange data. This will be helpful to understand the kind of integration required and complexity.	Needs to be captured in SRS Phase	PwC							
92	SoW	3.2.7.3. Network Security	Section 5: Page no 21		Network traffic shall be encrypted using SSL (if required by BCAS) and secured connectivity between HQ, System Operations & Maintenance Services- Undertake all operations and maintenance services of all the components being procured and installed by SI, to ensure that overall uptime commitment in liaison with Cloud Services Provider (Meghraj).	Our understanding is that Network is provided by NIC so assumed that any encryption required will be taken care by NIC only. As NIC is owning the DC – DR Infrastructure, availability and Uptime of environment will be taken care by NIC only.	Tender conditions prevail.	PwC							
93	SoW	3.2.8 Data Center & disaster recovery Infrastructure	Section 5: Page no 23				self explanatory								
94	SoW	3.2.8 Data Center & disaster recovery Infrastructure	Section 5: Page no 24		SI shall design the Business Continuity solution in a manner that the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) should be 2 hours and 30 minutes respectively. System should be designed to remove all single point failures. Appropriate redundancy shall be built to all critical components to provide the ability to recover from failures. Any component required to achieve the RTO and RPO requirements should form a part of the bidder's response and deliverables.	SI will not be responsible for the SLAs and RPO / RTO for the underlying infrastructure which is provided through NIC – Meghraj cloud.  SI is responsible only for the availability for applications, abiding to the stated SLAs.	self explanatory  self explanatory	PwC  PwC							
95	SoW	3.2.8 Data Center & disaster recovery Infrastructure	Section 5: Page no 24			Please confirm on other environment Development, Testing etc. will be provided on NIC cloud along with production environment.	No	PwC							
96	SoW	4.1.1 Phase 1: Implementation Phase	Section 5: page no 25		Data digitization/ migration & enrichment strategy and legacy data digitization to new application database, if required	Please provide details around data digitization and migration scope of work.  This is necessary to understand the kind of work required to complete this activity. It is also assumed that there is no data cleansing activity and if any would be taken care by BCAS.	Digitalisation of Legacy data is out of scope	PwC							
97	SoW	6.6 Training Requirements	Section 5: Page no 67			Please provide information on logistics such as training venue, projector, connectivity, laptop / desktops will be provided by BCAS for all trainees along with their lounging and boarding (if required) at all locations.  Training material delivery will be in English only.	self explanatory	PwC							
98	SoW	4	99	1.2	We have enclosed a Bank Guarantee for Rs. XX and Demand Draft of Rs XX in favour of 'Bureau of Civil Aviation Security (BCAS)' as Earnest Money Deposit, which is valid for 180 days from the opening of the Technical Bid.	The demand draft submission is unclear. Also the amount to be paid as demand draft is not mentioned in the RFP. Please clarify	EMD is in the form of BG.	PwC							
99	SoW	2	6	1.2	NA	Please clarify if there is any limit in the file size that can be uploaded on the eProcurement portal.	No	PwC							
100	SoW	3.2.5.8 – SLA Monitoring Tool	20		The bidder should design, develop and implement a web based SLA monitoring tool which contains customized reports as per the SLA requirements derived from the system modules and EMS.	Since NIC is providing the underlying infrastructure, the monitoring and management of the same would be provided by NIC. PIs confirm.  SI will provide tools to manage applications.	Tender conditions prevail.	PwC							
101	SoW	3.2.7 - IT security, control and monitoring systems			It is expected to harden the security of the four key aspects of the solution blueprint namely: 1. Application 2. Database 3. Network 4. Infrastructure	Since the infrastructure is provided through NIC, implementing security features like hardening wouldn't be part of the scope of SI	Tender conditions prevail.	PwC							
102	SoW	3.2.8 Data center & disaster recovery Infrastructure	22		There shall be no compromise with respect to the functionality and performance expected of each of the above components and appropriate care has to be exercised, while finalizing the device/component specifications and drawing up the final BOM, about scalability, security, performance, availability and	The scalability, security, performance, availability and manageability related to infrastructure wouldn't be part of the scope of SI, since it is provided through NIC environment.	Tender conditions prevail.	PwC							



116	Generic Queries		181	4.3.3.3	Discussed during Pre-Bid meeting but just wanted a formal confirmation, Maintenance of any existing 'Maintenance of the other IT infrastructure in all the regions and the HO such as printers, computers, scanners etc...' is out of scope and only coordination via helpdesk agent required.	We understand from the discussion that Maintenance of the other IT infrastructure in all the regions and the HO such as printers, computers, scanners etc. is out of scope and only helpdesk personnels are expected to handle respected calls to manage with department existing vendors. Please confirm.	confirmed					
117	Generic Queries				Data Digitization	We understand that any kind of physical data digitization is out of scope and only e-data migration/injection is in scope. Please confirm.	confirmed					
118	Generic Queries				DC DR supportr	Please confirm Operation and Maintenance Support for DC/DR & Helpdesk(24*7, 16*7, 9*7)?	Refer RFP					
119	Generic Queries				Hanholding support time	Please confirm handholding personnels support timing	Refer RFP					
120	Generic Queries				Bidder shall set up helpdesk with a single contact number with 2 phone lines to handle the user calls. This will not be a toll-free number. The Bidder shall endeavor to get a simple (easy-to-recall) number sequence for this number. All payments related to phone lines etc. shall be borne by the bidder as part of this contract for the contract period.	Bidders are not able to provide phonelines at bidder premise. Please exclude this.	Tender conditions prevail.	TECHMAH				
121	Training		201		Training	What is the duration of the sessions mentioned in Section 6.6 of the RFP (Page 201) for all 5 topics of training mentioned below. a. Fundamentals of Computer b. Application Fundamentals c. Core Software – Basic and MIS Handling d. Core Software – Advanced e. Core Software – Train the Trainer	Needs to be captured in SRS Phase					
123		Section2 Instructions to Bidders	15	23.5	similar naturewhich include system integration projects covering software design, development, complete customization, maintenance and operations etc. in India	Request please modify PQ to India or Globally	Tender conditions prevail.					
124		Section 3 Contract Conditions	11	10.4	The Bidder shall ensure that none of the Key Personnel (refer Clause 6.5.2of Section 5 of the RFP) proposed, exit from the project during first 6 months of the beginning of the project. It is important that the Bidder submits profiles of only those resources that are available for the project. The bidder can change key personnel only if they leave the organization	Request please revise this clause to 3 months from 6 months and also allow exit on medical conditions and uncontrollable personal situations	Tender conditions prevail.					
125		Section 3 Contract Conditions	14	10.17	The Bidder shall ensure that the OEMs for hardware equipment conduct the...	This clause may be deleted HW will not be supplied	Tender conditions prevail.					
126		Section 3 Contract Conditions	66	Annexure 3, payment schedule	40% of the total value would be paid in equated quarterly installments during the remaining period of the contract after Acceptance of System	Also in implementation phase payment may be made at an interned Milestones between M2 and M3	Tender conditions prevail.					
127		Section 4 Submission Forms	18	2 and 3 tables	Description available Hardware	Request please provide the CPU type on which VMs are created and what is the VM environment	Refer RFP					
128		Section 4 Submission Forms	Page 27-Page 33	Costing table 6.2.1 to 6.2.5	Unit Cost	Can a sum of the cost of all line items for the required quantity for each table b provided as a single valud instead of unit value fro each linme item?	Tender conditions prevail.					
129		Section 5 Scope of work	Page 12	5.2 Architecture Diagram	Application modules	Our undersrning othat scope is to develop core eBCAS application and integrate with all other surrounding apps.modules, Is that correct?	confirmed					
130		Section 5 Scope of work	Page 13		The bidder should make sure that indigenous products/ components are used to build up the components of the solution the extent possib	Is Open source COTS (Commercial Supported Opn source) SW /component basedd solution acceptable? Can Open source based solution be proposed fro Applications and SKA Reporting and event Management SW? Is there any criteria/PQ for the SW selection to be met?	Refer RFP					
131		Section 5 Scope of work	Page 13		The bidder should make sure that indigenous products/ components are used to build up the components of the solution the extent possib	Is customization of a functional featire to meet the requirement if not available out of box in the SW product chosen is it accepted or is ita deviation not acceptable?	Refer RFP					
132		Section 5 Scope of work	page 45	4.3	Operations support and Maint	Can the Admin, Ops and Maint support be provided remotely from Bidder premises?	Refer RFP	TECHMAH				
133		Section 5 Scope of work table 6.24 Other Items	page 45 page 33 lof Section 4 and page 46 of section 5	4.3 6.2.4 Section 4 and Section 5 clause 4.3.2.2 Helpode sk Services	Operations support and Maint Bidder shall set up helpdesk with a single contact number with 2 phone lines to handle the user calls. This will not be a toll-free number. The Bidder shall endeavor to get a simple (easy-to-recall) number sequence for this number. All payments related to phone lines etc. shall be borne by the bidder as part of this contract for the contract period.	Can the helpdesk be established.deployed at Bidder premises? Do BCAS provide these connections or bidders have to provide?And if Bidders have to provide these lines, BAS has to apply and procure them as in a Givt premises an outside party cannot apply or deploy a phone line.D o the two phone lines have to have same phone number (i.e. any PBX sort of setup required?)	Refer RFP Refer RFP					
134		Section 5 Scope of work	17	3.2.5.8 SLA Monitoring Tools	The bidder should design, develop and implement a web based SLA monitoring tool which contains customized reports as per the SLA requirements	Is a home grown , SLA Monitoring tool and Event Management tool that is web based and deployed in a large organization and supported acceptable? Can this tool be deployed as a service or only as a liceneses product into the Givt. Cloud?	Refer RFP					
135		Section5	Page 16	4.2.1	Operations and maintenancce - Helpdesk support	Can the helpdesk support with Helpdesk agents and Infra be located in Bidder premises and managed?	Refer RFP					
136		Section 5 Scope of work	page 42	4.3.2	Help desk Services	Can a Open source Helpdesk tool be recommended for fulfilling the Helpdesk services listed and described in RFP as requirement?	Refer RFP					
137		Section 3 Contract Conditions	Page 66	Annexure iii	Payment Schedule - There is no payment mile stone between 18th week and 43rd week in a 52 week project	Remile stone at week in question please consider a % payment at week 23 for a mile stone of Data Migration and another milestone payment at week 32. Also payment for Training be pegged at 5% and the 5% be adjusted in new milestones requested along with 10% payment taken out from OI (total 15% payment for new milestones at WEEK 24 and WEEK 32 and Training at 5%) and OI at 30%	Tender conditions prevail.	TECHMAH				

138		Section 1 : Invitation for Bids	Page 3	Point 6 - Important Dates	Last date for submission of Bids - 13th February 2017	The nature of this bid is such that it involves a lot of components. Being a CMMI Level 5 organisation we work as per the processes defined in our endeavor to provide our best response. We thereby humbly request for an extension in the submission of bid response by 20 working days please. This will facilitate to prepare and submit the best quality proposal response.	Corrigendum	TECHMAH						
139	2 -Instructions to Bidder	2 -Instructions to Bidder		12 - 8 - Bid Prices		The Bidder shall prepare the bid based on details provided in the RFP documents. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP documents.	The Bidder shall prepare the bid based on details provided in the RFP documents. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP documents <b>except those for which deviations have been submitted by the bidder forming an integral part of the bidder's proposals.</b>	Tender conditions prevail.	Wipro					
140	2 -Instructions to Bidder	2 -Instructions to Bidder	13	12 - EMD		4. Unsuccessful Bidder's EMD will be discharged/ returned after award of contract to the successful Bidder. No interest will be paid by the Purchaser on the EMD amount.	4. Unsuccessful Bidder's EMD will be discharged/ returned <b>within 30 days</b> after <b>announcement of successful bidder award of contract</b> to the successful Bidder. No interest will be paid by the Purchaser on the EMD amount.	Tender conditions prevail.	Wipro					
141	2 -Instructions to Bidder	2 -Instructions to Bidder	13	12 - EMD		6. The EMD may be forfeited: a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or b. In the case of a successful bid, if the Bidder fails: i. To sign the Contract in accordance with Clause 29; or ii. To furnish performance security in accordance with Clause 28.	6. The EMD may be forfeited: a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or b. In the case of a successful bid, if the Bidder fails: i. To sign the Contract in accordance with Clause 29 <b>after having considered all the deviations and arriving to a mutually agreed position;</b> or ii. To furnish performance security in accordance with Clause 28 <b>after signing the contract with BCAS.</b>	Tender conditions prevail.	Wipro					
142	2 -Instructions to Bidder	2 -Instructions to Bidder	16	22 - Consortium Approach		1. Bidder is not allowed to form a consortium or sub-contract any piece of work. If proposed, the purchaser reserves the right to reject the bid. However, bidder may sub-contract facility management services (FMS) etc. The overall responsibility will still remain with the Bidder in any case.	1. Bidder is not allowed to form a consortium <b>or sub-contract any piece of work.</b> If proposed, the purchaser reserves the right to reject the bid. However, bidder may sub-contract <b>any piece of work subject to prior written consent of the purchaser where such consent shall not unduly withhold facility management services (FMS) etc.</b> The overall responsibility will still remain with the Bidder in any case.	Tender conditions prevail.	Wipro					
143	2 -Instructions to Bidder	2 -Instructions to Bidder	19	23 - Evaluation of Bids		6.3 Evaluation criteria proposed to be adopted will be 75% qualification marks in the Technical Evaluation and the Lowest Price Bidder in commercial bid to be the best evaluated bid.	6.3 Request to change the method for final selection of successful bidder to OCBS with 70% weightage to technical score.	Tender conditions prevail.	Wipro					
144	2 -Instructions to Bidder	2 -Instructions to Bidder	24	25 - Purchaser's right to Vary Scope of Contract		1. The Purchaser may at any time, during the currency of contract by a written order given to the Bidder, make changes to the scope of the Contract as specified in Change Control Note in Section 3 of this RFP.	1. The Purchaser may at any time, during the currency of contract by <b>way of a request written order</b> given to the Bidder, make <b>request</b> changes to the scope of the Contract as specified in Change Control Note in Section 3 of this RFP. <b>Any such change proposed by the purchaser shall be implemented only after mutual consent of both the parties.</b>	Tender conditions prevail.	Wipro					
145	2 -Instructions to Bidder	2 -Instructions to Bidder	25	25 - Purchaser's right to Vary Scope of Contract		2. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, the Contract shall accordingly be amended. The estimation for this changed cost shall be purely based on items listed in the BOM / commercial bid and the unit rates mentioned therein. Any other requirement or items (required for changed implementation) that are not mentioned in the BOM / commercial bid will be provided by the purchaser (at own cost) and the contractor shall be bound to integrate the same.	2. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both <b>by mutual consent</b> and the Contract shall accordingly be amended. The estimation for this changed cost shall be <b>mutually agreed, purely based on items listed in the BOM / commercial bid and the unit rates mentioned therein. Any other requirement or items (required for changed implementation) that are not mentioned in the BOM / commercial bid will be provided by the purchaser (at own cost) and the contractor shall be bound to integrate the same.</b>	Tender conditions prevail.	Wipro					
146	2 -Instructions to Bidder	2 -Instructions to Bidder	25	25 - Purchaser's right to Vary Scope of Contract		3. .... Additionally, the purchaser is free to purchase the additional quantities for items listed in commercial bid at lower cost (as per reasonable market assessment/ DGS&D) from any other source for quantities over and above those listed in commercial bid and the contractor shall be bound to integrate the same.  Payments for such integration shall be made only if it is already listed explicitly in BOM (if any). Else the integration shall be made by the contractor without any additional cost to the purchaser.	3. .... Additionally, the purchaser is free to purchase the additional quantities for items listed in commercial bid at lower cost (as per reasonable market assessment/ DGS&D) from any other source for quantities over and above those listed in commercial bid and the contractor shall <b>not</b> be bound to integrate the same.  <b>Payments for such integration shall be made only if it is already listed explicitly in BOM (if any). Else the integration shall be made by the contractor without any additional cost to the purchaser.</b>	tender conditions prevail.	Wipro					
147	2 -Instructions to Bidder	2 -Instructions to Bidder	25-26	27 - Notification of Award		1. Prior to the expiration of the period of bid validity, pursuant to Clause 13, the Purchaser will notify the successful Bidder in writing that its bid has been accepted. The Bidder shall provide his acceptance within 3 days of such notification.	1. Prior to the expiration of the period of bid validity, pursuant to Clause 13, the Purchaser will notify the successful Bidder in writing that its bid has been accepted. The Bidder shall provide his acceptance within <b>± 15</b> days of such notification.	Tender conditions prevail.	Wipro					
148	2 -Instructions to Bidder	2 -Instructions to Bidder	26	27 - Notification of Award		2. The notification of award will constitute the formation of the Contract.	2. The <b>notification of award signing of the contract by both the parties</b> will constitute the formation of the Contract.	Tender conditions prevail.	Wipro					
149	2 -Instructions to Bidder	2 -Instructions to Bidder	26	27 - Notification of Award		3. Upon the successful Bidder's furnishing of performance security pursuant to Clause 28, the Purchaser may notify each unsuccessful Bidder and will discharge their EMD, pursuant to Clause 12 of this section.	3. Upon the <b>notification of award to the successful Bidder, furnishing of performance security pursuant to Clause 28,</b> the Purchaser may notify each unsuccessful Bidder and will discharge their EMD, pursuant to Clause 12 of this section.	Tender conditions prevail.	Wipro					
150	2 -Instructions to Bidder	2 -Instructions to Bidder	26	28 - Performance Bank Guarantee		1. Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security of 10% of total contract value in accordance with the Conditions of Contract, in the Performance Bank Guarantee prescribed at Clause 7 of Section 4 of this RFP given by any scheduled bank.	1. Within 15 days of the <b>receipt of notification of award from the Purchaser signing of the contract by both the parties,</b> the successful Bidder shall furnish the performance security of 10% of total contract value in accordance with the Conditions of Contract, in the Performance Bank Guarantee prescribed at Clause 7 of Section 4 of this RFP given by any scheduled bank.	Tender conditions prevail.	Wipro					
151	2 -Instructions to Bidder	2 -Instructions to Bidder	26	29 - Signing of Contract		1. The successful Bidder shall sign the contract within 15 days of submission of Performance Bank Guarantee.	<b>Bidder requests modification: -</b>  <b>The successful Bidder shall sign the contract on mutually agreed terms and conditions within 15 days of the issue of Notification of Award submission of Performance Bank Guarantee.</b>	Tender conditions prevail.	Wipro					

152	3- Conditions of Contract and Service Levels	3- Conditions of Contract and Service Levels	32	1.17 - Definitions	"Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.	Bidder requests modification: -  "Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, proprietary information <del>whether</del> arising during <del>the before or after</del> the execution of this Contract and the right to ownership and registration of these rights.	Tender conditions prevail.	Wipro					
153	3- Conditions of Contract and Service Levels	3- Conditions of Contract and Service Levels	34	3 - Conditions Precedent	This Contract is subject to the fulfillment of the following conditions precedent by the Bidder. 3.1. Furnishing by the Bidder, an unconditional and irrevocable Performance Bank Guarantee (Clause 7, Section 4 of the RFP) of amount equivalent to 10% of the Contract value and in a manner acceptable to the Purchaser which would remain valid for the entire contract period, also in case of extension, and be renewable as may be stipulated by the Purchaser. 3.2. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for Bidder/Bidder's team, etc. 3.3. Furnishing of such other documents as the Purchaser may specify.	Bidder requests modification: -  <i>This Contract is subject to the fulfillment of the following conditions precedent by the Bidder.</i> <i>3.1. Furnishing by the Bidder, an unconditional and irrevocable Performance Bank Guarantee (Clause 7, Section 4 of the RFP) of amount equivalent to 10% of the Contract value and in a manner acceptable to the Purchaser which would remain valid for the entire contract period, also in case of extension, and be renewable as may be stipulated by the Purchaser.</i> <i>3.2. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for Bidder/Bidder's team, etc.</i> <i>3.3. Furnishing of such other documents as the Purchaser may specify.</i>	Tender conditions prevail.	Wipro					
154	3- Conditions of Contract and Service Levels	3- Conditions of Contract and Service Levels	34	4.2 - Scope of Work/Contract	Purchaser has engaged the Bidder for setting up Purchaser's IT & other systems and providing related services using which the Purchaser intends to perform its business operations. The Bidder is required to provide such goods, services and support as the Purchaser may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter "scope of work").	Bidder requests modification: -  Purchaser has engaged the Bidder for setting up Purchaser's IT & other systems and providing related services using which the Purchaser intends to perform its business operations. <del>The Bidder is required to provide such goods, services and support as the Purchaser may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter "scope of work").</del>	Tender conditions prevail.	Wipro					
156	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	34	5 - Key Performance Measurements	The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.	Bidder requests deletion of the clause.	Tender conditions prevail.	Wipro					
157	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	36	8 - Sub - Contract	1. The Bidder shall not, without the consent in writing of the Purchaser appoint any delegate/subcontractor for the performance of Services under this contract. Only the services of technical helpdesk, handholding staff and facility management staff as mentioned in the Section 5 of the RFP can be sub-contracted by the Bidder. It is desirable that the number of sub-contractors engaged by the Bidder for this contract is kept to the minimum possible.	1. The Bidder shall not, without the consent in writing of the Purchaser appoint any delegate/subcontractor for the performance of Services under this contract. <del>Only the services of technical helpdesk, handholding staff and facility management staff as mentioned in the Section 5 of the RFP can be sub-contracted by the Bidder.</del> It is desirable that the number of sub-contractors engaged by the Bidder for this contract is kept to the minimum possible.	Tender conditions prevail.	Wipro					
158	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	36	8 - Sub - Contract	8. The terms of Bidder's contract / agreement with the sub-contractor (excluding the commercial terms) for this particular assignment shall require the review and approval of the Purchaser and shall be in conformity with the terms of this Contract. Where the Purchaser deems necessary, it may refuse to consent to the delegation of services to the sub-contractor (s). The Bidder shall not amend or modify the terms of contract / agreement with the sub-contractor (s) without the prior written consent of the Purchaser.	Bidder requests deletion of the clause.	Tender conditions prevail.	Wipro					
159	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	36	8 - Sub - Contract	9. Where the Purchaser deems necessary, it shall have the right to require replacement of any sub-contractor with another service provider and the Bidder shall in such case terminate forthwith all agreements/contracts other arrangements with such service provider and find suitable replacement for such service provider to the satisfaction of the Purchaser at no additional charge. Failure on the part of the Bidder to find a suitable replacement and/or terminate all agreements/contracts with such member, shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Bidder all losses/ or other damages that may have resulted from such failure.	Bidder requests modification: -  Where the Purchaser deems necessary, it shall have the right to require replacement of any sub-contractor with another service provider and the Bidder shall in such case terminate forthwith all agreements/contracts other arrangements with such service provider and find suitable replacement for such service provider to the satisfaction of the Purchaser at no additional charge. Failure on the part of the Bidder to find a suitable replacement and/or terminate all agreements/contracts with such member, shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Bidder all losses/ or other damages that may have resulted from such failure.	Tender conditions prevail.	Wipro					
160	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	38	10 - Bidder's Obligations	Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.	Bidder requests modification: -  Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser <del>and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.</del>	Tender conditions prevail.	Wipro					
161	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	41	10.24 - Reporting Progress	All the goods, services and manpower to be provided / deployed by the Bidder under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract.	Bidder requests modification: -  All the goods, services and manpower to be provided / deployed by the Bidder under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted <del>in a manner to the satisfaction of Purchaser's representative</del> in accordance with the Contract.	Tender conditions prevail.	Wipro					

162	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	41	10.24 - Reporting Progress	At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.	Bidder requests modification: -  At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit <u>and after a giving a prior notice of at least thirty (30) days to the Bidder</u> , an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts <u>or documents pertaining to internal costing, margins etc. Also, such audit shall be restricted to once in every twelve (12) months and the cost of such audit shall be borne by the Purchaser. It must also be clarified that the body conducting the audit shall be bound by confidentiality with respect to the information accessed and processed during the audit.</u>	Tender conditions prevail.	Wipro				
163	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	41	10.24 - Reporting Progress	In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, the Bidder shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. Programme for deployment of extra manpower/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder within the contract value.		Tender conditions prevail.	Wipro				
164	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	45	10.27 - Bidder's Organization	The Purchaser's Representative may at any time object to and request the Bidder to remove from the Data Centre Sites and Purchaser's office locations any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's representative.	Bidder requests modification: -  The Purchaser's Representative may at any time object to and request the Bidder to remove from the Data Centre Sites and Purchaser's office locations any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. <del>The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's representative.</del>	Tender conditions prevail.	Wipro				
165	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	45	10.27 - Bidder's Organization	During the tenure of this Contract nothing shall be done by the Bidder or his team in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.	Bidder requests modification: -  During the tenure of this Contract nothing shall be done by the Bidder or his team in contravention of any <u>applicable</u> law, act and/ or rules/regulations, there under or any amendment thereof <u>governing inter-alia customs, stowaways, foreign exchange etc.</u> and shall keep Purchaser indemnified in this regard.	Tender conditions prevail.	Wipro				
166	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	50	15 - Indemnity	The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of: a. any negligence or wrongful act or omission by the Bidder or any third party associated with the Bidder in connection with or incidental to this Contract; or b. any breach of any of the terms of the Bidder's bid as agreed, the RFP and this Contract by the Bidder c. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof	Bidder requests modification: -  The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims <del>including those arising</del> from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of: <del>a. any negligence or wrongful act or omission by the Bidder or any third party associated with the Bidder in connection with or incidental to this Contract; or</del> <del>b. any breach of any of the terms of the Bidder's bid as agreed, the RFP and this Contract by the Bidder</del> c. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof	Tender conditions prevail.	Wipro				
	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	50	15 - Indemnity	The Bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.	Bidder requests modification: -  <del>The Bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.</del>	Tender conditions prevail.	Wipro				

167	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	50	15 - Indemnity	<p>Regardless of anything contained (except for the Bidder's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of the Bidder, is restricted to the total value of the contract and the Bidder is not responsible for any third party claims.</p>	<p>Bidder requests modification: -</p> <p><b>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</b></p> <p><b>Subject to the above and notwithstanding anything contained to the contrary, <del>Regardless of anything contained</del> (except for the Bidder's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of the Bidder, is restricted to the total value of the contract and the Bidder is not responsible for any third party claims.</b></p>	Tender conditions prevail.	Wipro				
168	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	51	16 - Warranty	<p>9 - If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.</p>	<p>If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract. <b>Provided that in no case shall such expense exceed a maximum of 5% of the price originally quoted by the Bidder.</b></p>	Tender conditions prevail.	Wipro				
169	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	52-53	18 - Dispute Resolution	<p>Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by a sole Arbitrator to be appointed by the purchaser.</p>	<p>Bidder requests modification: -</p> <p>Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by a sole Arbitrator to be appointed <b>mutually by both the Parties by the purchaser.</b></p>	Tender conditions prevail.	Wipro				
170	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	52-53	18 - Dispute Resolution	<p>If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Purchaser to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.</p>	<p>Bidder requests modification: -</p> <p>If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for <b>the parties to mutually</b> <del>Purchaser</del> to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.</p>	Tender conditions prevail.	Wipro				
171	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	53	19 - Time is of the Essence	As per RFP	<p>Bidder requests deletion of the clause.</p>	Tender conditions prevail.	Wipro				
172	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	54	22 - Force Majeure	As per RFP	<p>Bidder requests addition of the following -</p> <p><b>In case Force Majeure subsists for more than sixty (60) days, either Party shall have the right to terminate the Agreement. In case Agreement is terminated, bidder shall be paid for all the goods delivered and services rendered upto the effective date of termination.</b></p>	Tender conditions prevail.	Wipro				
173	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	55	25 - Transfer of Ownership	<p>1. The Bidder must transfer all titles to the assets or goods procured for the purpose of the project to the Purchaser at the time of Acceptance of System [M5]. This includes all licenses, titles, source code, certificates etc. related to the system designed, developed, installed and maintained by the Bidder.</p>	<p>Request to change the clause as follows:</p> <p><b>Bidder assumes that the title of ownership and risk of the goods supplied under this Contract is passed onto Customer on delivery of the material at the Customer location.</b></p>	Tender conditions prevail.	Wipro				
174	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	56	27 - Liquidated damages	<p>3. The deduction shall not in any case exceed 10 percent of the total contract value of the project during complete tenure of project completion.</p>	<p>The deduction shall not in any case exceed <b>10%</b> percent of the <del>total contract value of the project</del> <b>cost of the respective delayed deliverable</b> during complete tenure of project completion.</p>	Tender conditions prevail.	Wipro				
175	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	56	27 - Liquidated damages	<p>4. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against the Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.</p>	<p>The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money <b>relating to this contract</b> belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against the Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.</p>	Tender conditions prevail.	Wipro				
176	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	58	31 - Confidentiality	<p>31.1. The Bidder shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents without the prior written consent of the Purchaser.</p> <p>31.2. The Bidder shall execute a Non-Disclosure Agreement (NDA) as given in Clause 8, Section 4 of the RFP, in favor of the purchaser</p> <p>31.3. The Bidder shall be liable to fully recompense the Purchaser for any loss of revenue arising from breach of confidentiality. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.</p>	<p>Bidder requests modification: -</p> <p>31.1. The Bidder shall not, either during the term or <b>two (2) years post</b> <del>after</del> expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents without the prior written consent of the Purchaser.</p> <p>31.2. The Bidder shall execute a Non-Disclosure Agreement (NDA) as given in Clause 8, Section 4 of the RFP, in favor of the purchaser</p> <p>31.3. <del>The Bidder shall be liable to fully recompense the Purchaser for any loss of revenue arising from breach of confidentiality.</del> The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.</p>	Tender conditions prevail.	Wipro				

177	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	61	34 - Consequences of Termination	1. In the event that the Purchaser or the Bidder, terminates this Agreement pursuant and depending on the event of default, compensation shall be decided by the purchaser as per the services provided by the Bidder that have been accepted by the Purchaser or his authorized representative(s).	1. In the event that the Purchaser or the Bidder, terminates this Agreement pursuant and depending on the event of default, <del>compensation shall be decided by the purchaser as per the services provided by the Bidder that have been accepted by the Purchaser or his authorized representative(s)- the Bidder shall be paid for all the goods delivered and services rendered till the last effective date of termination.</del>	Tender conditions prevail.	Wipro					
178	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	62	35 - Quotation	5.3 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 Bidder meets the obligations as set in the CCN. In the event the Bidder 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 Bidder. Change requests and CCNs will be reported monthly to each Party's representative who will prioritize and review progress.	5.3 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 Bidder meets the obligations as set in the CCN. <del>in the event the Bidder 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 Bidder.</del> Change requests and CCNs will be reported monthly to each Party's representative who will prioritize and review progress. <u>The timelines and costs for carrying out any CCN shall be mutually agreed by both the parties.</u>	Tender conditions prevail.	Wipro					
179	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	66	42.1 - Implementation Phase related Performance Levels		Request deletion of this service level and the related penalties as the risk of the purchaser during the Implementation stage is well protected by means of the proposal to levy liquidated damages by the purchaser in case of any delay during the implementation stage.	Tender conditions prevail.	Wipro					
180	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	86	43 - Reporting Procedures	4. Maximum Penalty applicable for any quarter shall not exceed 30% of the "applicable fees" for the respective quarter.	4. Maximum Penalty applicable for any quarter shall not exceed <del>30%</del> <u>5%</u> of the "applicable fees" for the respective quarter.	Tender conditions prevail.	Wipro					
181	3 - Conditions of Contract and Service Levels	3 - Conditions of Contract and Service Levels	93	Annex III - Payment Schedule	Payment schedule as provided in the RFP	Request to change the payment terms as follows:-  Request you to provide 10% of the TCV as mobilisation advance which can be adjusted against the invoice raised by the bidder.  Request to delink the payment terms for products and services.  A. Manpower Cost a) For Implementation Fees - Quarterly in Arrears b) O&M Phase - Quarterly in Arrears  B. Core Software Cost a) M0 - Project Plan - 10% of Core Software Component Cost b) M1 - Acceptance of SRS - 10% of Core Software Component Cost c) M2 - Acceptance of System Design Document - 10% of Core Software Component Cost d) M3 - User Acceptance Testing - 20% of Core Software Component Cost e) M4 - Acceptance of System - 30% of Core Software Component Cost f) M5 - Solution Roll-Out (including Performance Audit) - 10% of Core Software Component Cost g) Training - 10% of Core Software Component Cost  C) Software License Cost a) License Cost - 100% on Delivery b) AMC for Software License - Annually in Advance  D) Other Items	Tender conditions prevail.	Wipro					
182	4 - Bid Submission Forms	4 - Bid Submission Forms	99	1.2 - Pre Qualification Letter	We hereby declare that: a. We offer to supply equipments and provide services at the prices and rates mentioned in the attached commercial proposal b. We are not banned or blacklisted by any government organization in India (Central/ State Government or PSU or Local Urban Body - Municipalities etc.) c. We have never been declared to be a willful defaulter by any Bank d. We or any person on our behalf will not engage in any corrupt, fraudulent or coercive practices to influence the Bidding Process. e. We hereby acknowledge and unconditionally accept that the Purchaser can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services. g. We hereby declare that all information and details furnished by us in the Proposal are true and correct, and all documents accompanying such application are true copies of their respective originals. h. We agree to abide by our offer for a period of 180 days from the date of opening of technical bid prescribed by BCAS and that we shall remain bound by a communication of acceptance within that time. i. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions. k. We do hereby undertake, that, until a formal contract is	Bidder requests modification: -  We hereby declare that: a. We offer to supply equipments and provide services at the prices and rates mentioned in the attached commercial proposal b. We are not banned or blacklisted by any government organization in India (Central/ State Government or PSU or Local Urban Body - Municipalities etc.) <u>as on the date of submission of the bid.</u> c. <del>We have never been declared to be a willful defaulter by any Bank</del> d. We or any person on our behalf will not engage in any corrupt, fraudulent or coercive practices to influence the Bidding Process. e. We hereby acknowledge and unconditionally accept that the Purchaser can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services. g. We hereby declare that all information and details furnished by us in the Proposal are true and correct <u>to the best of our knowledge</u> , and all documents accompanying such application are true copies of their respective originals. h. We agree to abide by our offer for a period of 180 days from the date of opening of technical bid prescribed by BCAS and that we shall remain bound by a communication of acceptance within that time. i. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions <u>except for the ones which have been subject to our deviations.</u> <del>k. We do hereby undertake, that, until a formal contract is prepared and accepted by the purchaser, we shall remain bound by a communication of acceptance within that time.</del>	Tender conditions prevail.	Wipro					
183	4 - Bid Submission Forms	4 - Bid Submission Forms	102	2 - EMD Form	Fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier	Fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract <u>whichever is earlier the date of signing of the contract by both the parties.</u>		Wipro					

184	4 - Bid Submission Forms	4 - Bid Submission Forms	116		4 - Details of litigation / ineligibility for corrupt or fraudulent practices / blacklisted with any government or PSU	<p>Bidder requests modification: -</p> <p>Dear Sir/ Madam, We, the undersigned, hereby declare that</p> <p>a. We are/ are not involved in any litigation with any client</p> <p>b. We are/ are not under a declaration of ineligibility for corrupt or fraudulent practices</p> <p>c. We are/ are not blacklisted with any of the Government or Public Sector Units.</p>	Tender conditions prevail.	Wipro					
185	4 - Bid Submission Forms	4 - Bid Submission Forms	132-134	8 - Non Disclosure Agreement		<p>Bidder requests the following changes: -</p> <p>Any information designated as 'Confidential' and in any form other than writing shall be reduced to writing within thirty (30) days from the date of disclosure.</p> <p>Also, the term of the NDA be restricted to two years post termination of the contract.</p>	Tender conditions prevail.	Wipro					
186	3 - Conditions of Contract and Service Levels and 4 - Bid Submission Forms	3 - Conditions of Contract and Service Levels and 4 - Bid Submission Forms	93 and 121	Annex III - Payment Schedule and 6.2 Breakdown of Costs		<p>In Annex III on page 93 in section no.3, Conditions of Contract and Service Levels, the payment percentages provided therein are provided as a percentage of "Total Contract Value".</p> <p>Whereas in clause 6.2 : Breakdown of Costs in section 4 : Bid Submission Forms, the term "Total Project Cost" is Used.</p> <p>Request you to clarify if both the terms "Total Contract Value" and "Total Project Cost", have the same meaning or have different meaning. In case both have different meaning, please specify the difference.</p>	Refer RFP	Wipro					
187	4 - Bid Submission Forms and 5 - Scope of Work	4 - Bid Submission Forms and 5 - Scope of Work	121 and 156	6.2 Breakdown of Costs and 3.2.8 - Data Centre and Disaster Recovery Infrastructure		<p>In clause 6.2 : Breakdown of Costs in section 4 : Bid Submission Forms, while calculating the "Total Project Cost", the cost of Compute and Storage is also added.</p> <p>Whereas in clause 3.2.8 of section 5 : Scope of Work, it has been provided that the SI shall be assess the compute and storage requirements. Also, the rates of such compute and storage from Meghraj (Govt. of India Cloud) are also provided.</p> <p>Request you clarify whether the bidder is required to provide such compute and storage component as a part of the bid or whether the same shall provided by the purchaser themselves. Also, clarify whether the cost of Compute and Storage is considered a part of the "Total Project Cost" only from the point of view of determining the L1 bidder or whether the amount for such compute and storage shall be paid to the bidder.</p>	Refer RFP	Wipro					
188	To be added	To be added			Limitation of Liability	<p>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of the bidder for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 25% of the total amount received by the bidder under this contract.</p>	Tender conditions prevail.	Wipro					
189	To be added	To be added			Assignment/Discounting of receivables	<p>(1) Customer hereby agrees and provides consent to Wipro to have enabling rights to assign the receivables under this Contract to a financial or banking institution or any other institution/organization engaged in the business of funding. For avoidance of doubt, such assignment may include but is not limited to sale of receivables.</p> <p>(2) Customer shall provide full support and cooperation to Wipro to enable Wipro to assign and discount the receivables which shall include execution of tri-partite agreement/undertaking in order to enable Wipro to complete the documentation aspect pertaining to the assignment of receivables.</p> <p>(3) In the event if RFP/Contract provides for takeover of ownership of Customer asset or asset financing for the project in any other manner, it shall be conditioned upon successfully securing the finances from a financial or banking institution or any other institution/organization engaged in the business of funding.</p>	Tender conditions prevail.	Wipro					
190	To be added	To be added			Deemed Acceptance	<p>Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.</p>	Tender conditions prevail.	Wipro					
191	To be added	To be added			Savings Clause	<p>Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected, delayed or causes non-performance due to Customer's omissions or actions whatsoever.</p>	Tender conditions prevail.	Wipro					

192	To be added					Payment shall be released within 30 days of submission of invoice. In case delayed payment of undisputed amount, interest @ 12% shall be paid to the bidder. If the undisputed amount remain unpaid for over 90 days, the bidder should have right to exit from the account. Right to bidder for non payment:	Tender conditions prevail.	Wipro						
193	SECTION 5	SECTION 5	195	6.2 Estimated number of users	Regarding Concurency of Internal Users	As per mentioned in the RFP document, total no of internal users are 590. So in order to size the infrastructure, request you to please provide the clarity about the concurrent internal users who would be using the system.	Needs to be captured in SRS Phase	Wipro						
194	SECTION 5	SECTION 5	195	6.2 Estimated number of users	Regarding Concurency of External Users	As per mentioned in the RFP document, total no of external users are 5238. So in order to size the infrastructure, request you to please provide the clarity about the concurrent external users who would be using the system.	Needs to be captured in SRS Phase	Wipro						
195	SECTION 5 – Annexure B	SECTION 5 – Annexure B	265	Software Products Specifications	Regarding Centralized Rule Management System	As per mentioned in the RFP document, for various workflow, there would be requirement of managing the various rules at different levels of the workflow.  So taking this requirement into consideration, we recommend that the department requires centralized Rule engine as part of workflow management system which should have atleast the below mentioned capabilities in it:  1) Rule Engine should have a complete web based environment for the design, definition, testing, rule management operations and deployment of rules. 2) Rule Engine should have the web standard Interfaces such as Web Services Definition Language (WSDL), XML Schema Definition (XSD), and Simple Object Access Protocol (SOAP) so that it can communicate with other applications based on open standards. 3) Solution should have the capability to deploy rules as the web service. 4) Solution should have the capability to define rules through "If else" statement or through "Decision Table". 5) Audit logging of changes/modifications done in the rules.  Please confirm.	Refer RFP	Wipro						
196	SECTION 5 – Annexure A	SECTION 5 – Annexure A	215	3. Module #3: Policy management	The system shall support the capture and creation of any electronic document which can be stored as a single electronic file.	As per mentioned in the RFP document, department requires the scanning system for capturing & indexing the physical documents in single electronic documents. So our understanding with this requirement, that the department would require the scanning solution which should have support for the following features:  • Both bulk and web scan capabilities • Automatic extraction of data using OCR • Automatic file and document separation using blank page separator, barcode separator and fix page • Automatic correction of parameters like improper resolution, format/compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc during scanning • Natively Integrated with Document Management System & Workflow Management System  Please confirm our understanding.	Refer RFP	Wipro						
197	SECTION 5	SECTION 5	153	3.2.6 Integration/Interface with External Systems	Integration with Applications	In order to clear the scope of integration, Will there be any other application apart from the mentioned below, with which the proposed Document Management & Workflow management system needs to be integrated:  a. Portal b. Email & SMS Server c. Digital Signature d. LDAP for Single Sign On e. MS Office f. Access Control System g. Employee Information System h. Public Financial Management System  Please confirm.	Refer RFP	Wipro						
198	SECTION 5	SECTION 5	75	3.2.2 Communication Channel	Regarding Mobile Application Framework	As per mentioned in the RFP document, Mobile would be used as a communication channel to all the officials who have the approval authority.  So having this requirement into consideration, we suggest that department has the requirement for enterprise mobility framework in which mobile applications and its services can be configured/ managed centrally. So for the ease of departmental officials, we recommend that department requires COTS (Commercial Off the Shelf) based Enterprise Mobility framework so that officials can make the changes by just doing the configurations instead of writing/modifying the lines of code.  Please confirm our understanding.	Tender conditions prevail.	Wipro						

199	SECTION 5	SECTION 5	164	C. Operations, 3. Quality Control	Regarding Mobile Application Framework	As per mentioned in the RFP, department has the requirements which includes the survey & inspection as part of the process wherein officials would be using mobile applications for capturing the survey & inspection related details & documents through mobiles/tablets. So imaging features become the important requirement of mobile application framework. So our recommendation is that mobile application framework should have below mentioned features:-  a. Image compression, B/w conversion from color images b. G4 compression for B&W, JPEG for color and gray scale c. Multiple page document capture d. Auto cropping, Auto orientation, perspective correction, noise removal, geo capture e. Image capture setting ( camera resolution, image type)  Please confirm.	Tender conditions prevail.	Wipro					
200	SECTION 5	SECTION 5	149	Admin Modules, 12	Regarding RTI Management System	As per mentioned in the RFP document, RTI management is one of the key requirement of admin modules. Therefore, in order to ease in manageability of system, we recommend that the department should have a RTI Management built using Document management system and Business Process Management/Workflow Management platform with the following features:  • Ability to record incoming RTI/Grievance queries into the system. • Ability to upload the documents along with the queries. • Ability to route the RTI/Grievance queries to different department users. • Ability to send the response of the queries to the Applicant who had filed the RTI/Grievance. • Ability to reopen old RTI/Grievance request in case of First and Second RTI Appeal.  Please confirm our understanding.	Needs to be captured in SRS Phase	Wipro					
201	SECTION 5	SECTION 5	149	Admin Modules, 12	Regarding Parliament Questions Management System	As per mentioned in the RFP document, Parliament Questions management is one of the key requirement of admin module. Therefore, in order to ease in manageability of system, we recommend that the department should have a Parliament Question Management built using Document management system and Business Process Management/Workflow Management platform with the following features:  • Ability to record incoming Parliament Questions into the system. • Ability to upload the documents along with the questions • Ability to route the Parliament Questions to different department users. • Ability to send the response of the questions to the department/ministry from where the questions has been raised.  Please confirm our understanding.	Needs to be captured in SRS Phase	Wipro					
202	SECTION 5, Annexure A	SECTION 5, Annexure A	217	Managing external & internal meetings	Regarding Meeting Management System	As per mentioned in the RFP, department has the requirement for the system of managing external & internal meetings wherein a lot of documents which are produced after each meeting need to be approved and circulated with various stakeholders. Because of which meetings management workflow needs to be very flexible in order to accommodate the different processes followed in different types of meeting e.g. tender related meetings, procurement related meetings, standing committees meeting etc.  Therefore, we recommend that the department should have Committee & Meeting Management System based on Business Process Management /Workflow Management System and Document Management platform which would enable the system to manage the heavy documentation and different workflow needs of different committees.  Please confirm.	Needs to be captured in SRS Phase	Wipro					
203	SECTION 5	SECTION 5	145	3 Architectural design, 1	Regarding Interoperability Standards	As per mentioned in the RFP document, "Software solutions should conform to the defined industry standards/ Open APIs that promote interoperability of data, applications and technology."  So with this understanding, we suggest that the required workflow solution should comply to various open workflow standards such as BPMN, BPEL, WFMC and Document Management System with CMIS, WebDAV, ODMA etc in order to have better integration with existing applications or for better interoperability.  Please confirm our understanding.		Wipro					
204	SECTION 5	SECTION 5	145	3 Architectural design, 1	Regarding Interoperability Standards	Since the departments has the requirement of supporting interoperability.  In order to fulfill the objective of the department, we suggest that the department should archive the scanned document in Document Management System in PDF/A format which is an open ISO standard for long term archival and is now becoming de-facto standard in most government projects in India.  Please confirm.	confirmed	Wipro					

