S.No.	RFP Clause Description	Pre Bid Query	Accepted/ Rejected/ Clarification	Organization Name	Response
1	10.18 Documentation & Training from OEM with no additional cost	OEM training will cost based upon the no. of training days and modules. We recommend to allow bidder to propose OEM training with additioanl cost.	Tender conditions prevail.. However, OEM training is limited to application domain and user training.	Wipro	Tender conditions prevail.. However, OEM training is limited to application domain and user training.
2	Team mobilization and commencement of work For Bidder related services : Within 15 calendar days from the date of Contract	We recommend team mobilization to increase to 2 months from date of contract	Tender conditions prevail.. However, the vendor needs to deploy key resources within 15 days. Full team mobilisation can be completed in 6 weeks time. This should not impact overall delivery time of the project.	Wipro	Tender conditions prevail.. However, the vendor needs to deploy key resources within 15 days. Full team mobilisation can be completed in 6 weeks time. This should not impact overall delivery time of the project.
3	3. Average time taken for opening Internet portal (Home page) from remote site at 256 Kbps connectivity Through a Leased line <= Average daily 10 seconds	Response time depends upon bandwidth, page size, client processing time. verage time taken for opening Internet portal (Home page) from remote site at 256 Kbps connectivity will be displayed within 10 seconds with a page size of 100 KB	Accepted	Wipro	
4	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 at minimum 256 kbps connectivity for 1Mb (1 Mega Bit) will be demonstrated with 256 kbps dedicated connection.	Accepted	Wipro	

5	7. Training provided by the Bidder < 75% trainees rating training above Average --> Re-training of the batch / identified personnel <Under Training Requirements> xix. The bidder will be responsible for establishing a scoring system and should ensure a rating of at least 75% or above on the overall sessions else additional trainings will required or the BCAS reserves the right to	a) Re-training criteria is based on feedback, which is subjective and based on many factors which may not be under control of the vendor - there should be a review and mutual discussion. b) Does the scoring system in page 178 refers to rating defined in SLA section (the preparation of a feedback form / assessment model for the training conducted)? c) Please define the penalty now and not keep it open. Otherwise please remove the underlined clause.	Tender condition prevails.	Wipro	
6	5. Bidder should provide in his bid the details of the proposed manpower in the below given format. Bidder should also provide the CVs of proposed resources as part of his bid.	We understand that proposed resources would be indicative CVs. During the project implementation phase, Bidder will propose same CVs or better than the proposed resources. Please confirm	Accepted	Wipro	
7	Automation of support processes including parliament & RTI queries, legal, human resource & payroll, finance, tour & deputation management, file & record management FRS	a) The HR & Payroll, legal and Finance process scope is not mentioned in the FRS or as part of the functional architecture. This is only mentioned in few places such as in page 141, 143 and in the table under section 6.1 (core & administrative processes considered in scope. If yes, please provide requirements/ process details in the FRS annexure. b) Overall there are a few such modules, also including inventory and procurement, which are typical ERP modules. However as per the architecture and software product specifications, there is no mention of ERP. Please clarify what is the mandate/ preference/ restriction with respect use of an ERP product?	Tender condition prevails.	Wipro	Customer has no preference in respect of ERP. BCAS is a small organisation. The solution, so suggested should lead to fullfillment of the requirement of BCAS. The vendor would be required to define exact modalities for fullfillment of the requirement in SRS document.
8	The web portal shall be bilingual	Assuming the languages required are English and Hindi - please confirm. Assume the bilingual requirements are applicable to only labels in the portal. The data will be entered, stored and displayed in English - please confirm.	Tender condition prevails.	Wipro	In case there are major challenges in handling of some exceptional instances, the same would be discussed and mutually agreed to as exception at

9	3.2.3 Application layer The processes can be logically grouped and be either partly or fully IT enabled as services considering the end-users.	The clause indicates the IT enablement level of the functionalities are not clear now and depends on later decision. If this is left to bidder assumption, it will be subjective and will affect the price from different bidder vary depending on the level considered. Hence a equal comparison will not be possible. Request to define this clearly in the process descriptions in ERS (manual process versus automatic)	Tender condition prevails.	Wipro	
10	Application should be based on open source technologies/ open APIs and support open source protocols	Is this a mandatory requirement from BCAS that all applications, hence the base products on which they are implemented should be open source products? Please clarify. Does this mean for all functionalities, including HR, Finance, Procurement etc. open source products are acceptable and preferred? Considering that the final selection is on lowest price, this will discourage bidders to include higher quality, time-tested, well-supported products, which could be an issue with areas such as ERP (if required).	Tender condition prevails.	Wipro	Open source is the preferred option, however, if the vendor suggests usage of other technologies, that support open APIs and protocols, the same would be acceptable.
11	Procurement and Inventory Management - This module will be instrumental in handling the various procurement needs of the users and will allow the submission of requests through online forms which would be forwarded through the in-built workflow management system to appropriate officials for approval based on the value of items to be procured..... It may be noted that all procurement related tender publishing and processing would be through NIC CPP Portal	a) Please confirm the understanding that this scope is limited to only the internal workflow and approval for procurement needs of employees. The actual procurement will be handled by existing system. Please confirm. b) Any automatic integration with the procurement system to be considered in scope? If yes, please provide technical details of procurement system and the data exchange scenario. c) What is the inventory management functionalities expected here?	Tender condition prevails.	Wipro	The understanding is correct. The procurement will continue to be done through NIC CPP portal / GeM.

12	NIC e-Office suite shall be implemented at BCAS in multi-tenancy model which would include modules like: ... Centralized applications developed by NIC may be implemented through NIC for the following modules:	Some of the modules as part of NIC e-Office and centralize applications seems to be overlapping with e-BCAS application scope, such as a) DMS Vs File Management - Does e-BCAS need a separate Document Management System or use the NIC one? b) Collaboration and Messaging services of NIC - can this be used for the Collaboration platform indicated in Functional Architecture? c) Leave Management System of NIC - Does the scope really involves a leave management system as part of HR module (not mentioned in functional architecture & FRS). If yes what will happen to NIC one? Reuse/ Integrate / Leave untouched? d) Finance and accounts of NIC - Is the same functionality expected under Finance (not detailed in FRS, after mentioning it initially) - If there is a module to be developed as part of scope, what has to be done with NIC one? If there is integration with this, what is the integration expected?	Tender condition prevails. Separate DMS solution would be required. Modules that are available in NIC eoffice would need to be integrated with eBCAS through webservices.	Wipro	Tender condition prevails. Separate DMS solution would be required. Modules that are available in NIC eoffice would need to be integrated with eBCAS through webservices.
13	3.2.6 Integration/Interface with External Systems	Please list the integration scenarios expected to be implemented. (including the one to NiC applications) - It is not clear, how the external entities mentioned in functional architecture will work together with the new solution.	The integration would be enabled through web services.	Wipro	The integration would be enabled through web services.
14	3.2.6 Integration/Interface with External Systems	a) Which are the other government departments / ministries which will require a automated system integration? Please keep the scope closed for current scope to be estimated. b) Also please provide the technology details of all systems to be integrated. What is the connectivity (LAN/ WAN/Other with bandwidth) and protocol (HTTP / HTTPS/ FTP / FTPS / SOAP / REST and message format to be used? c) Please clarify in case there are special security requirements or any B2B functionality (such as EDI) will be required for any external systems?	Tender conditions prevail.	Wipro	
15	Functional architecture diagram - Banks Integration 3.2.6 Integration/Interface with External Systems ... BharatKosh payment gateway shall be used, if required	Banks Integration - Please confirm the understanding that this will be done via a 3rd party payment gateway (BharatKosh as per RFP) integration, which will be procured by BCAS and the cost for the same does not needed to be included in this proposal. (this will have recurring charges). In RFP this is indicated to be optional. Please clarify whether the bidder to include cost for integration in current proposal and whether it will be verified against each bidder proposing. b) what is the functionality which requires to address payments? Are there any cash payments or via other methods (challans at the bank) to be handled by the systems to be developed? If yes, please provide details.	Tender condiions prevail.	Wipro	

16	Functional architecture diagram - Case Management	The Functional architecture diagram includes Case Management as part of system, software & services - which is not mentioned/ detailed later. As part of annexure Workflow management is mentioned. Please clarify the expectation on case management. Is it required or only workflow management is expected?	Only work flow management is required.	Wipro	Only work flow management is required.
17	Functional architecture diagram - Collaboration Platform	Please clarify the requirements/ expectation on Collaboration platform. In the description on communication under the functional architecture diagram, only SMS solution is explained. Can we assume this only refers to SMS & Email notification system? Please confirm?	Confirmed.	Wipro	
18	4.1.1 Phase 1: Implementation Phase … Data digitization/ migration & enrichment strategy and legacy data digitization to new application database, if required 4.2.3 Migration and enrichment of legacy data	If the data migration / digitization is in scope, please provide the requirements which provides information on data sources, expected volume of data (table. records, size) to be migrated, the cleansing / enrichment expected (or approximate no. of rules), no. of pages and page quality for digitization, no. of entities/ records for which data is expected to be entered etc. b) Also please clarify whether historical data needs to be migrated, if so for how long and expected size.	Data Digitisation is out of Scope. However, the application being developed should lend itself to integration of digitised data.	Wipro	
19	4.3 Operations & maintenance phase	a) Please specify the support window for application support, for each level - L1. L2 and L3 B) Please clarify whether offshore / onshore model is OK to be proposed.	The support rendered should meet the SLA requirements. Offshore/onshore support can be proposed.	Wipro	
20	4.3.5 MIS Reports and Incident Reporting	Reporting - The list provided in this section looks to be only referring to SLA/ technical reports. Please provide the list of business reports to be prepared in current scope. If this is not available now, please consider options other than an FPP quote on this (T & M, per report rate based on complexity definition etc.)	tender conditions prevail.	Wipro	
21	6.2 Estimated number of users	a) Please specify the concurrency to be supported for these users? Can we factor this as 50 concurrent intranet users and 100 concurrent internet users as defined under SLA section (page 68) b) For sizing of all components, can new also get the transaction rate for major business events to be handled by the systems - such as registrations, policy updates/ creations, pre/post-audit updates (or number of audits), no. of trainings, certifications - either per month/ day?	Tender conditions prevail.	Wipro	

22	b) Bidder needs to get security audit, performance audit of the Application before moving the application to production environment. The application can be audited by STQC or CERT-in empaneled vendors. Also a STQC certificate for GIGW guidelines for website shall be required	Please clarify who will bear the cost for STQC / third party security & performance audits. Does this need to be included as part of the price submitted by the bidder?	This is in the scope of bidder.	Wipro	
23	6.6 Training Requirements	Assume all training will be done at the central location at the HQ. Please confirm. If not please mention the training, location-wise.	The training will be done at all regional offices of BCAS.	Wipro	
24	CSR.REQ.081 Integration The system should have interface for Airport access control audit logs	Assume this will be a single interface to which all airports will adhere to (in terms of protocol, format and message structure). Please confirm. If not, please provide for how many Airports an automated integration to be dine and the interface details for these.	Confirmed.	Wipro	
25	Data Layer	Is the understanding correct that the data layer are the only sources to be considered for MIS reports	Confirmed.	Wipro	
26	Data Layer	Does the existing system maintain data in any other language other than English if so in will all languages data is maintained. Is there non unicode data in existing systems	Bilingual data - English & Hindi is maintained.	Wipro	
27	Application Layer : MIS & Reporting	Is the understanding correct that reports would be required for both Operational & Analytical reports	Yes	Wipro	
28	Application Layer : MIS & Reporting	Is there requirement for reatime data in the Reports Data, if so please elobrate	Tender conditions prevail.	Wipro	
29	Application Layer : MIS & Reporting	Please mention all the exisiting systems(DB Type) & volume of data in these systems from where data needs to be migrated	This needs to be captured at SRS stage.	Wipro	
30	It is important to create master data to support the transactional databases.	Please mention the data volume of the entities to be considered for master data.	This needs to be captured at SRS stage.	Wipro	
31	It is important to create master data to support the transactional databases.	Have you previously done Data profiling/Data quality assessment in any/all of exisiting system that needs to be migrated 1. are data issues in exisiting systems known. 2. Are all DQ_rules known/identified	This needs to be captured at SRS stage.	Wipro	
32	The bidder will be required to study the available data, identify the gaps and establish procedures to enrich the database	Is the assumption right that data integration with agencies will be required. In existing environment do you get any external data.	The agencies that are required to interface with BCAS would be configured as external users.	Wipro	
33	Generic	Please mentional the DB & Softwares owned by the department	Nil	Wipro	
34	Generic	Is there a requirement data cleansing?	No	Wipro	

35	The Bidder shall be responsible for providing appropriate web based online SLA measurement and monitoring tools for the same	Bidder will povide the tool as a service or as a product. Pls. clarify	Bidder to propose a solution meeting user requirement in perpetuity.	Wipro	
36	At least one week before Acceptance of System	Bidder is assuming that acceptance of system here means is go live date. Pls clarify	Confirmed.	Wipro	
37	SLA Monitoring tool for Online attendance	Is there any exsisting tool or bidder will need to provide the same.	No	Wipro	
38	16*7 means two shifts of 8 hours every day except for the Non-working days	Bidder need to support on sundays or not, as per the RFP clause Sunday and all public holiday will consider as a non working day, but here statement is saying 16*7 support which means all days of the week. Pls.clarify on 16*7 support window.	All working days as in vogue at the time.	Wipro	
39	For the key personnel (refer Section 5), it is mandatory to provide name of proposed resource along with details desired as per format given below.	Bidder will only provide the refrence CVs/profile at the time of bid, as actual profiles cannot be submitted beacause there will be a time gap between bid submission and bid award and bidder might not hold the same resources at the time of deployment.	Accepted	Wipro	
40	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.	Can bidder propose external tool for SLA monitoring or BCAS wants bidder to design and devlop the dedicated tool for BCAS.	Bidder to propose a solution meeting user requirement in perpetuity.	Wipro	
41	Hand-holding (for 6 months) can begin after acceptance of system.Operations & maintenance also commences after acceptance of system for a period of 4.5 years	Bidder is assuming the billing will be done in hand-holding period as well.	tender conditions prevail.	Wipro	
42	The training sessions and workshops should comprise of presentations, demonstrations and hands-on mandatorily for the application modules	Bidder is assumining that training lab for hand on traing on application module will be provided by the BACS.	Training premises would be provided by BCAS	Wipro	
43	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.	Helpdesk will only receive the call or they have to do the outbound calls to the end users as well.Also need to know the present call volume for incoming na doutgoing call along with the ticket details. Also need to check wether call recording facility will also require by the customer or not.	tender conditions prevail.	Wipro	

44	For the 24*7*365 support, the bidder should ensure that office infrastructure is available to support out of business hours support	Need clarity on this point.	Bidder to propose a solution fulfilling out of office time support.	Wipro	
45	All bids must be accompanied by an Earnest Money Deposit (EMD) of INR 34, 00,000 only (Thirty Four Lac Rupees Only) to be submitted in the form of Bank Guarantee issued by a Nationalized / Scheduled Bank valid for at least 180 days from the date of opening of Technical Bid. The Bank Guarantee should be prepared as per the format specified in Section 4 of this RFP.	All bids must be accompanied by an Earnest Money Deposit (EMD) of INR 34, 00,000 only (Thirty Four Lac Rupees Only) to be submitted in the form of Bank Guarantee issued by a Nationalized / Scheduled Bank valid for at least 180 days from the last date of submission of bid. opening of Technical Bid. The Bank Guarantee should be prepared as per the format specified in Section 4 of this RFP.	Accepted	Wipro	
46	Date till which the response to the RFP should be valid: 180 days from the date of opening of the Technical Bids	Date till which the response to the RFP should be valid: 180 days from the last date of submission of bid opening of the Technical Bids	Accepted	Wipro	
47	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.	Bidder requests modification: - 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 except those for which deviations have been submitted by the bidder forming an integral part of the bidder's proposals.	Tender conditions prevail.	Wipro	
48	9.3. A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.	9.3. A proposal submitted with an adjustable price quotation shall be treated as non-responsive and the bid may be rejected.	Tender conditions prevail.	Wipro	
49	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 within 30 days after announcement of successful bidder award of contract to the successful Bidder. No interest will be paid by the Purchaser on the EMD amount.	Tender conditions prevail.	Wipro	

50	12.6. 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.	12.6. 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 after having considered all the deviations and arriving to a mutually agreed position.; or ii. To furnish performance security in accordance with Clause 28 after signing the contract with BCAS.	Tender conditions prevail.	Wipro	
51	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 . If proposed, the purchaser reserves the right to reject the bid. However, bidder may sub-contract any piece of work subject to prior written consent of the purchaser where such consent shall not be unduly withheld. ~~facility management services (FMS) etc.~~ The overall responsibility will still remain with the Bidder in any case.	Tender conditions prevail.	Wipro	
52	Proof Documents required - Certificate from Statuatory Auditor	Instead of providing Certificate from Statutory Auditor, request you to allow Certificate from Chartered Accountant in Practice or Ceritificate from Authorised Signatory.	Accepted	Wipro	
53	23.6.3. 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.	Request to change the method of evaluation to QCBS with 80% weightage to Technical Score and remaining 20% weightage to Commercial Score. Request to provide a method of evaluation in accordance with the above.	Tender conditions prevail.	Wipro	
54	This determination will take into account the Bidder's financial, technical, implementation and post-implementation strengths and capabilities. It will also include examination of the documentary evidence submitted by the Bidder as part of the bid as well as such other information as the Purchaser deems necessary and appropriate.	Bidder requests modification: - This determination will take into account the Bidder's financial, technical, implementation and post-implementation strengths and capabilities. It will also include examination of the documentary evidence submitted by the Bidder as part of the bid ~~as well as such other information as the Purchaser deems~~ ~~necessary and appropriate.~~	Tender conditions prevail.	Wipro	

| 55 | 25.2. 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. | 25.2. 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 on a mutually agreed basis, and 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. Terms and conditions with regard to 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.~~ shall have to be mutually agreed by both the parties. | Tender conditions prevail. | Wipro | |
| 56 | . . . .
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. | . . . .
~~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.~~
 . . . . | Tender conditions prevail. | Wipro | |

57	27.1. 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. 27.2. The notification of award will constitute the formation of the Contract. 27.3 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.	27.1. 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~~ 15 days of such notification. 27.2. Only the signing of the contract by both the parties on mutually agreed terms and conditions ~~notification of award~~ will constitute the formation of the Contract. ~~27.3 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.~~	Tender conditions prevail.	Wipro	
58	28.1. 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.	28.1. ~~Within 15 days of the receipt of notification of award from the Purchaser,~~ At the time of signing of the contract by both the parties, 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	
59	29.1. The successful Bidder shall sign the contract within 15 days of submission of Performance Bank Guarantee.	29.1. The successful Bidder shall sign the contract on mutually agreed terms and conditions within 15 days of notification of Award. ~~submission of Performance Bank Guarantee.~~	Tender conditions prevail.	Wipro	
60	"Acceptance of System": The system shall be deemed to have been accepted by the Purchaser, subsequent to its installation and rollout, when all the activities as defined in Scope of Work have been successfully executed and completed to the satisfaction of Purchaser. Refer Annexure 5.1 of Section 5 of the RFP.	Bidder requests modification: - "Acceptance of System": The system shall be deemed to have been accepted by the Purchaser, subsequent to its installation and rollout, when all the activities as defined in Scope of Work have been successfully executed and completed in accordance with the contract ~~to the satisfaction of Purchase~~r. Refer Annexure 5.1 of Section 5 of the RFP.	Tender conditions prevail.	Wipro	

| 61 | 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: -

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. | Tender conditions prevail. | Wipro | |
| 62 | Purchaser has engaged the Bidder for setting up Purchaser"s IT & other systems and providingrelated services using which the Purchaser intends to perform its business operations. The Bidderis 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 providingrelated services using which the Purchaser intends to perform its business operations. The Bidderis required to provide such goods, services and support as is specified in the contract 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"). | Tender conditions prevail. | Wipro | |

63	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 modification: - ~~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.~~	Tender conditions prevail.	Wipro	
64	8.4 The Bidder shall be responsible and shall ensure the proper performance of the sub-contractors and shall be liable for any non-performance or breach by such service providers. The Bidder indemnifies and shall keep indemnified Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such providers. The Bidder shall be responsible for making all payments to the sub-contractors as may be necessary, in respect of any services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is to due to such service providers	Bidder requests modification: - 8.4 The Bidder shall be responsible and shall ensure the proper performance of the sub-contractors and shall be liable for any non-performance or breach by such service providers. ~~The Bidder indemnifies and shall keep indemnified Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such providers.~~ The Bidder shall be responsible for making all payments to the sub-contractors as may be necessary, in respect of any services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is to due to such service providers.	Tender conditions prevail.	Wipro	
65	8.8. 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 modification: - 8.8. ~~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.~~	Tender conditions prevail.	Wipro	

| 66 | 8.9. 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: -

8.9. Where the Purchaser deems necessary, it shall have the right to request for ~~require~~ replacement of any sub-contractor with another service provider and the Bidder shall use commercially reasonable efforts in such case to 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 | |
| 67 | 8.10. The Bidder shall not terminate the contract / agreement with the sub-contractor (s) without prior written consent of the Purchaser. Further, in case the Bidder terminates any contract/arrangement or agreement with a sub-contractor for any reason whatsoever, the Bidder shall ensure the smooth continuation of services by providing forthwith, a suitable replacement which is acceptable to the Purchaser at no additional cost to the | Bidder requests modification: -

8.10. The Bidder shall not terminate the contract / agreement with the sub-contractor (s) without prior written notice to ~~consent of~~ the Purchaser. Further, in case the Bidder terminates any contract/arrangement or agreement with a sub-contractor for any reason whatsoever, the Bidder shall ensure the smooth continuation of services by providing forthwith, a suitable replacement which is acceptable to the Purchaser at no additional cost to the Purchaser. | Tender conditions prevail. | Wipro | |

| 68 | 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.

10.6. In case of change in its team members, the Bidder shall ensure at least one month of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member. It shall be ensured by the bidder that two resources would not leave the project together and a maximum of two resources can be replaced by the bidder. | Bidder requests modification: -

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 or in case of death, medical illness, operational exigencies of the bidder.

10.6. In case of change in its team members, the Bidder shall ensure at least one month of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member. ~~It shall be ensured by the bidder that two resources would not leave the project together and a maximum of two resources can be replaced by the bidder.~~ | Tender conditions prevail. | Wipro | |

69	10.7 The Bidder shall ensure that the Bidder"s Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder"s Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. 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, noncompliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.	Bidder requests modification: - 10.7 The Bidder shall ensure that the Bidder"s Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder"s Team, in accordance with the terms hereof ~~and to the satisfaction of the Purchaser.~~ 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, noncompliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team~~. 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.	Tender conditions prevail.	Wipro	
70	10.12. The Purchaser reserves the right to review the terms of the Warranty and Annual Maintenance agreements entered into between the Bidder and OEMs and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the Purchaser. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by the Bidder to the Purchaser.	~~10.12. The Purchaser reserves the right to review the terms of the Warranty and Annual Maintenance agreements entered into between the Bidder and OEMs and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the Purchaser. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by the Bidder to the Purchaser.~~	Tender conditions prevail.	Wipro	
71	The Bidder shall ensure that the OEMs for hardware equipment conduct the preventive maintenance on a monthly basis and break-fix maintenance in accordance with the best practices followed in the industry.	Bidder requests modification: - The Bidder shall ensure that the OEMs for hardware equipment conduct the preventive maintenance on a monthly basis and break-fix maintenance in accordance with the standard ~~best~~ practices followed in the industry.	Tender conditions prevail.	Wipro	

72	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 in ~~a manner to the satisfaction of Purchaser"s representative in~~ accordance with the Contract.	Tender conditions prevail.	Wipro	
73	Tender conditions prevail.	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 and after a giving a prior notice of at least thirty (30) days to the bidder, 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 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.	Tender conditions prevail.	Wipro	
74	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 man power/ 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 requests modification: - In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements due to reasons solely and directly attributable to the bidder, the Bidder shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. Programme for deployment of extra man power/ 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	

| 75 | 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 | 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. ~~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.~~ | Tender conditions prevail. | Wipro | |
| 76 | The Bidder‟s Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder‟s Team shall abide by | Bidder requests modification: -

The Bidder‟s Team shall comply with the provision of all applicable laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder‟s Team shall abide by these laws. | Tender conditions prevail. | Wipro | |

77	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 applicable 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.	Tender conditions prevail.	Wipro	
78	12.1. Purchaser shall make payments to the Bidder at the times and in the manner set out in the Payment schedule as specified in Annex3 of this section of the RFP. Purchaser will make all efforts to make payments to the Bidder within 30 days of receipt of invoice(s) and all necessary supporting documents.	12.1. Purchaser shall make payments to the Bidder at the times and in the manner set out in the Payment schedule as specified in Annex3 of this section of the RFP. Purchaser will ~~make all efforts to~~ make payments to the Bidder within 30 days of receipt of invoice(s) and all necessary supporting documents.	Tender conditions prevail.	Wipro	
79	Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser,execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the Purchaser.	Bidder requests modification: - Purchaser shall own and have a right in perpetuity to use all the deliverables ~~newly created Intellectual Property Rights~~ which have been developed solely during execution of this Contract, ~~including but not limited to all processes, products, specifications, reports and other documents~~ which ~~have been newly created and developed by the Bidder solely during the performance of Service~~s and shall have the intellectual property rights for the same along with the right to ~~for the purposes of inter-alia~~ use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser,execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the Purchaser. To the extent material that is used in, enhanced, or developed in the course of providing services hereunder and such material is not identified as a Deliverable, is of a general abstract character, or may be generically re-used, Wipro owns (or will own) such material including: methodologies; delivery procedures; manuals; generic software tools, routines, frameworks, and components; generic content, research and background materials; templates; analytical models; project tools; and development tools (collectively, "Wipro Materials"). To the extent any Wipro Materials	Tender conditions prevail.	Wipro	

80	14.4. Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be adjusted such that payment to be made by the Purchaser is increased / decreased accordingly and corresponding adjustments shall be made.	14.4. Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law after the last date of submission shall be adjusted such that payment to be made by the Purchaser is increased / decreased accordingly and corresponding adjustments shall be made.	Tender conditions prevail.	Wipro
81	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 did 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	Bidder requests modification: - The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims ~~including those~~ arising 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 did 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	Tender conditions prevail.	Wipro
82	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: - ~~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.~~	Tender conditions prevail.	Wipro

83	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.	Bidder requests modification: - 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. Subject to the above and notwithstanding anything contained to the contrary ~~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	Tender conditions prevail.	Wipro	
84	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	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. Provided that such expense shall be limted to incremental costs only and subject to a maximum of 5% of the price originally qouted by the Bidder.	Tender conditions prevail.	Wipro	
85	17.4. Where the Purchaser is of the view that no further extension of the term be granted to the Bidder, the Purchaser shall notify the Bidder of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative agency/Bidder or create its own infrastructure to operate such Services as are provided under this Contract.	17.4. Where the Purchaser is of the view that no further extension of the term be granted to the Bidder, the Purchaser shall notify the Bidder of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract at mutually agreed rates within which, the Purchaser shall either appoint an alternative agency/Bidder or create its own infrastructure to operate such Services as are provided under this Contract.	Tender conditions prevail.	Wipro	

86	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.	Bidder requests modification: - 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 mutually by both the Parties ~~by the purchaser~~.	Tender conditions prevail.	Wipro	
87	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~~	Bidder requests modification: - If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the parties to mutually ~~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.	Tender conditions prevail.	Wipro	
88	As per RFP	Bidder requests addition of the following - 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 unto the effective date of termination~~	Tender conditions prevail.	Wipro	
89	24.1. The Goods supplied under this Contract shall be fully insured by the Bidder at his own cost, against any loss or damage, till the Acceptance of the System. The Bidder shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken.	24.1. The Goods supplied under this Contract shall be fully insured by the Bidder at his own cost, against any loss or damage, till the date of delivery of goods to the purchaser. ~~Acceptance of the System~~. The Bidder shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken.	Tender conditions prevail.	Wipro	
90	25.1. 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].	25.1. 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 delivery of goods to the purchaser. ~~Acceptance of System [M5]~~.	Tender conditions prevail.	Wipro	

91	27.1. 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.	27.1. 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,~~ may 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~~ the value of the unfinished/undelivered deliverable, up to a total period of delay of 4 weeks.	Tender conditions prevail.	Wipro	
92	27.2. 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.	27.2. 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,~~ may deduct from the Contract price, as liquidated damages, a sum equivalent to 1 % per week or part thereof of ~~contract value for the milestone~~ the value of the unfinished/undelivered deliverable, 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~~ the value of the unfinished/undelivered deliverable, beyond total period of delay of 8 weeks.	Tender conditions prevail.	Wipro	
93	27.3. The deduction shall not in any case exceed 10 percent of the total contract value of the project during complete tenure of project completion.	27.3. The deduction shall not in any case exceed ~~10~~ 5 percent of the total contract value of the project during complete tenure of project completion.	Tender conditions prevail.	Wipro	

94	27.4. 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.	27.4. 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 under this contract (which includes the Purchaser"s right to claim such amount against the Bidder"s Bank Guarantee) or which may become due to the Bidder under this contract. 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.	Tender conditions prevail.	Wipro	
95	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. 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 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 adispute arising out of breach of obligation by the Bidder under this clause.	Bidder requests modification: - 31.1. The Bidder shall not, either during the term or two (2) years post ~~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. 31.2. The Bidder shall execute a mutually agreed Non-Disclosure Agreement (NDA) as given in Clause 8, Section 4 of the RFP, in favor of the purchaser 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 adispute arising out of breach of obligation by the Bidder under this clause.	Tender conditions prevail.	Wipro	

96	Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed. Where despite the issuance of a default notice to the Bidder by the Purchaser, the Bidder fails to remedy the default to the satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.	Bidder requests modification: - Where there has been an occurrence of any ~~such~~ defaults ~~inter alia as stated above~~, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed. Where despite the issuance of a default notice to the Bidder by the Purchaser, the Bidder fails to remedy the default to the reasonable satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.	Tender conditions prevail.	Wipro	
97	34.1. 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).	34.1. 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 shall pay to the Bidder ~~as per~~ for the services provided by the Bidder that have been accepted by \the Purchaser or his authorized representative(s) at the rates qouted in the commercial bid.	Tender conditions prevail.	Wipro	
98	35.5.3. 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.	35.5.3. 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, provided that such cost shall in no case exceed 5% of the price qouted by the bidder for such CCN. Change requests and CCNs will be reported monthly to each Party's representative who will prioritize and review progress.	Tender conditions prevail.	Wipro	

99	Severity Level and Penalty as a percentage of Half Yearly Applicable	Severity Level and Penalty as a percentage of ~~Half Yearly Applicable~~ applicable fees for the respective quarter	Tender conditions prevail.	Wipro	
	8 - 8.00% 7 - 4.00% 6 - 2.00% 5 - 1.00% 4 - 0.50% 3 - 0.40% 2 - 0.30%	8 - ~~8.00%~~ 4.00% 7 - ~~4.00%~~ 2.00% 6 - ~~2.00%~~ 1.00% 5 - ~~1.00%~~ 0.50% 4 - ~~0.50%~~ 0.40% 3 - ~~0.40%~~ 0.30% 2 - ~~0.30%~~ 0.20%			
100	43.4. Maximum Penalty applicable for any quarter shall not exceed 30% of the "applicable fees" for the respective quarter.	43.4. Maximum Penalty applicable for any quarter shall not exceed ~~30%~~ 5% of the "applicable fees" for the respective quarter.	Tender conditions prevail.	Wipro	
101	During the exit management period, the Bidder shall use its best efforts to deliver the services.	Bidder requests modification: - During the exit management period, the Bidder shall use ~~its best~~ commercially reasonable efforts to deliver the services.	Tender conditions prevail.	Wipro	
102	As provided in the RFP	Request to de-link the payment terms for products (hardware, software & licneses) from the payment terms for the services portion. Request to provide th payment terms as follows:- For Products:- 90% on Delivery and remiaing 10% on completion of installation For Services portion during implementation excluding t- M0 - Project Plan - 15% M1 - Acceptance of SRS - 15% M2 - Acceptance of System Design Document - 25% M3 - User Acceptance Testing - 25% M4 - Acceptance of System - 10% M5 - Solution Roll Out (including Performance Audit) - 5% M6 - Training - 5% For O&M Portion - ATS / AMC for Software & Hardware - Annually in Advance	Tender conditions prevail.	Wipro	
103	This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 90 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.	This guarantee will remain in force up to ~~the period of bid validity~~ (specify date) and its validity should be extensible to 90 days beyond the bid validity date provided a request for extension of bid validity period is made by the Bureau of Civil Aviation Security and such request is accpeted by the bidder. Any demand in respect thereof should reach the Bank not later than the above date.	Tender conditions prevail.	Wipro	

| 104 | 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 | 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.) as on the date of submission of the bid.
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 to the best of our knowledge, 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 except for the ones which have been subject to our deviations.
k. ~~We do hereby undertake, that, until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.~~ | Tender conditions prevail. | Wipro | |
| 105 | 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 extend the validity if required and as requested or | 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~~ the date of signing of the contract by both the parties
~~Fails to extend the validity if required and as requested or~~ | Tender conditions prevail. | Wipro | |

106	Dear Sir/ Madam, We, the undersigned, hereby declare that a. We are/ are not involved in any litigation with any client b. We are/ are not under a declaration of ineligibility for corrupt or fraudulent practices c. We are/ are not blacklisted with any of the Government or Public Sector Units.	Bidder requests modification: - Dear Sir/ Madam, We, the undersigned, hereby declare that a. We are/ are not involved in any litigation with any client which would materially affect our ability to perform obligations as per the RFP. b. We are/ are not under a declaration of ineligibility for corrupt or fraudulent practices as on the date of submission of the bid. c. We are/ are not blacklisted with any of the Government or Public Sector Units as on the date of submission of the bid.	Tender conditions prevail.	Wipro	
107		Bidder requests the following changes: - Any information desginated as 'Confidential' and in any form other than writing shall be reduced to writing within thirty (30) days from the date of disclosure. Also, the term of the NDA be restricted to two years post termination of the contract	Tender conditions prevail.	Wipro	
108	Clause to be added	Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Purchaser.	Tender conditions prevail.	Wipro	
109	Clause to be added	Services and/or deliverables shall be deemed to be fully and finally accepted by Purchaser in the event when Purchaser has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Purchaser 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.	Tender conditions prevail.	Wipro	
110	Clause to be added	The bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.	Tender conditions prevail.	Wipro	
111	Purchase Order / Work Order and letter of satisfaction of the customer/ Installation and commissioning certificate from Authorized Signatory of the Purchaser	Please note that the bidder has signed non-disclosure agreements with the clients. Hence, contract related documents like purchase order, work orders etc. could not be shared. Therefore, bidder requests modification as per below: Purchase Order / Work Order and letter of satisfaction of the customer/ Installation and commissioning certificate from Authorized Signatory of the Purchaser countersigned by company secretary	Accepted	Wipro	
112	Regarding Concurrency 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.	Bidders are advised to use their prior experience to arrive at these numbers.	Newgen	

113		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.	Bidders are advised to use their prior experience to arrive at these numbers.	Newgen	
	Regarding Concurrency of External Users				
114	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 diffent 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	Tender conditions prevail.	Newgen	
115	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	tender conditions pthvail.	Newgen	

116	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	eBCAS would require to be integrated with eOffice of NIC and other modules of NIC that are available in eOffice through webservices.	Newgen	
117	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.	Newgen	
118	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 mentioend 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)	tender conditions prevail.	Newgen	

119	Regarding RTI Management System	As per mentioned in the RFP document, RTI mangement 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.	tender conditions prevail.	Newgen	
120	Regarding Parliament Questions Management System	As per mentioned in the RFP document, Parliament Questions mangement 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.	tender conditions prevail.	Newgen	

121	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. Becasue of which meetings management workflow needs to be very flexible in order to accomodate the different processes followed in different types of meeting e.g. tender related meetings, procurement related meetings, standing committees meeting etc. Therefore, we recomment that the department should have Committee & Meeting Managment 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.	tender conditions prevail.	Newgen	
122	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 complies 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.	tender conditions prevail.	Newgen	
123	Regarding Interoperability Standards	Since the departments has the requirement of supporting interoperability. In order to fulfil 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.	tender conditions prevail.	Newgen	
124	Volume of Transactions	In order to provide the hardware sizing including SAN storage sizing, request you to please provide the clarity about the approximate number of transactions/volume of documents on yearly/monthly basis. Please clarify.	tender conditions prevail.	Newgen	

125	Regarding Source Code	As per mentioned in the RFP document, "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. With this our understanding is that, the department requires the source code of the Custom development done for this project. However if Source Code of COTS based solution is required then same can be kept under the Escrow Agreement.	Confirmed.	Newgen	
126	Data Migration from existing data	As per mentioned in the RFP documents, migration of data/documents required to be performed as part of the project. Please provide the volume of data/documents to be migrated from the existing applications.	tender conditions prevail.	Newgen	
127	Data Digitization	Request you to please provide the calrity about the olume of the documents which needs to be scanned and digitized as part of the current project scope.	Out of Scope	Newgen	
128	The system shall provide evidence of the degree of scalability that it can support over time, as organizational needs change and develop.	So in respect of this requirement, we request you to include the following specification to ensure best of breed solution: The proposed Document Management System should have at least one live implementation site in India with more than 10 crores document archived in document management repository with more than 10000 users using this Document Management System	tender conditions prevail.	Newgen	
129	No of Scanning Locations	Please provide clarity on the number of locations from where the scanning activity will be carried out by departmental officials.	Out of Scope	Newgen	
130	Regarding Records Management System	As mentioned in the RFP document, the department has the requirement for Records Managment System for managing retention & disposition rules of documents/records. So based on our experience in various govt implementation, the department should have Enterprise Records Management System with atleaset below mentioend capabilities: a. Capability to define retention policy, disposition policy etc b. Capability to capture details about the electronic as well physical records including warehouse location, box no etc. c. Capability to track Physical records movement d. Compliance/certified with standards like DoD 5015.2, ISO 15489, VERS etc. Please confirm our understanding.	tender conditions prevail.	Newgen	

| 131 | Regarding e-Office | As per mentioned in the RFP document, e-Office suite shall be implemented at BCAS in multi-tenancy model which would include modules like:
⬜ DAK Management
⬜ File Management
⬜ Collaboration and Messaging Services
⬜ Knowledge Management System
⬜ Personnel Information System
⬜ Leave Management System
⬜ Tour Management System
⬜ eService Book
which needs to run in tight integration with various application mentioned as part of the RFP including DMS, Workflow Management System & other core applications.

Currently RFP prescribes NIC e-Office to be implemented however we recommend to open it for other options also mainly for the following reasons:

* Good options like Newgen e-Office available which are proven at a very large scale such as State Secretariat, Large ministries, central government agencies etc in India built completly in compliance with DARPG guidelines.
* Workflow & Document management platform is already provisioned in this project. So having alternate e-Office option open will not have any considerable commercial implication but will add alot of value as end to end system will be on single platform hence there would be no integration | tender conditions prevail. | Newgen | |

132	Regarding Intergration Scope Clarity	As per mentioned in the RFP document, the proposed solution for BCAS needs to integrated with below mentioned NIC Applications: NIC e-Office Applications: 1. DAK Management 2. File Management 3. Collaboration and Messaging Services 4. Knowledge Management System 5. Personnel Information System 6. Leave Management System 7. Tour Management System 8. eService Book Centralized Applications: 1. Public Grievance Management 2. Government Accommodation Management 3. Finance and accounts 4. Right to Information 5. Attendance Management 6. Employee Information System 7. Public Financial Management System So with this our understanding is that BCAS will provide the web services and APIs based on bidder's requirements in order to successfully integrating the proposed solution with above mentioned NIC applications. Please confirm	tender conditions prevail.	Newgen	
133	Regarding Process Automation of Foreign deputation	As per mentioned in the RFP document, the department has mentioned the process for Foreign Deputation, so with this our understanding is that the mentioned workflow is the only process which need to get automated as part of current project scope and there would not be any other process/workflow. Please confirm	tender conditions prevail.	Newgen	
134	Regarding Process Automation of Foreign deputation	As per mentioned in the RFP document, as part of Foreign Deputation process, the details related to application will be printed in physical paper which further will be send to MCA through physical communication and than further it will be send to MEA. However these approval related details needs to entered by the departmental officials in the system in order to process it further and issuing the Seanction Letter. So our understanding with the same is that there is no integration required with MEA and MCA. Please confirm our understanding.	tender conditions prevail.	Newgen	

135	Regarding SLAs	As per mentioned in the RFP document, the proposed solution need to meet the SLA mentioned. So with this our understanding is that the NIC MeghRaj Cloud Infrastrucutre would also provide the required uptime mentioned in the RFP document in order to meet the SLA mentioned by the proposed solution. Please confirm.	Confirmed.	Newgen	
136	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 complies to various open workflow standards such as BPMN, BPEL, WFMC and Document Management System with CMIS, ODMA etc in order to have better integration with existing applications or for better interoperability.	tender conditions prevail.	Newgen	
137	Volume of Transactions	In order to provide the hardware sizing including SAN storage sizing, request you to please provide the clarity about the approximate number of transactions/volume of documents on yearly/monthly basis. Please clarify.	tender conditions prevail.	Newgen	
138	Data Migration from existing data	As per mentioned in the RFP documents, migration of data/documents required to be performed as part of the project. Please provide the volume of data/documents to be migrated from the existing applications.	tender conditions prevail.	Newgen	
139	Regarding Records Management System	As mentioned in the RFP document, the department has the requirement for Records Managment System for managing retention & disposition rules of documents/records. So based on our experience in various govt implementation, the department should have Enterprise Records Management System with atleaset below mentioend capabilities: a. Capability to define retention policy, disposition policy etc b. Capability to capture details about the electronic as well physical records including warehouse location, box no etc. c. Capability to track Physical records movement d. Compliance/certified with standards like DoD 5015.2, ISO 15489, VERS etc. Please confirm our understanding.	tender conditions prevail.	Newgen	

| 140 | Regarding Human Resource and Payroll Module | As per mentioned in the RFP document, the department has the requirement for the automation of suppot processes for Human Resource and Payroll.

Request you to please provide the list of the suppport services which needs to be automated as part of current project scope?

Please clarify? | tender conditions prevail. | Newgen | |