

Response to pre bid queries for eMigrate v2 project

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
1	Vol 1 - 3.2 Project Timelines	The SP shall be required to take both sets of activities mentioned above, in parallel from the start of the project as per the timelines given below - <table with milestones and dates> MEA shall have the right to levy penalty on SP of Rs. 1 lakh per week of delay in the milestones marked with (*) in the above table.	The timelines are too stringent considering that the entire application is proposed to be redesigned (SRS/ SDD) and redeveloped on a new technology platform within 20 weeks. While SP would try it's best to accomplish the same, a penalty of 2 lakh per week for delay is too stringent given the practicability of the schedule and dependencies on OEMs for HW availability, MEA users for approvals and 3PAAs.	Please refer to the revised Project Timelines given in the corrigendum.
2	Vol 1 - 3.2. Project Timelines	(xvi) Installation, configuration and commissioning of the hardware and readying DC and DR site* ---- T + 20 weeks	Owing to the pandemic and silicon shortage, the delivery of IT equipments like Servers, Storage, Networking, Security appliances have been impacted. Department would agree that these delays are beyond the scope of control or influence by the SI and hence requesting to include appropriate Clauses so that the bidder is not penalized owing to such delays which shall impact the project timelines. In the current circumstances the average delivery timelines are between 8 to 10 months and request department to factor the same in the project timelines.	Please refer to the revised Project Timelines and revised hosting requirements given in the corrigendum.
3	Vol 1 - 3.2 Project Timelines	(xiv) Procurement of server-side and other hardware (and associated software) - T + 16 weeks (xvi) Installation, configuration and commissioning of the hardware and readying DC and DR site* T + 20 weeks	The procurement of hardware typically takes anywhere between 26 weeks to 32 weeks. 1. We request that the bidder may be allowed to setup the dev, test and UAT environments on a cloud till the time the hardware is procured and installed at the DC. 2. Please add a line item in the commercial BoQ to factor the cost for implementing these non prod environments on cloud.	Please refer to the revised Project Timelines and revised hosting requirements given in the corrigendum. Bidder may factor such cost at appropriate place in given BoQ.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
4	Vol 1 - 3.2 Project Timelines	(viii) Offer the Application for Audit, acceptance, Testing and certification for 3rd Party Audit Agency - T+24 weeks (ix) Corrections, compliance to observations of 3PAA - T + 30 weeks	a) Request that all the milestones w.r.t. 3rd party audits and certifications may be included and responsibilities of SP, MEA and 3PAA are specifically called out. b) 3rd party audit milestones except Security audit may be kept after Go Live, because as per our prior experience these activities have external dependencies which may take several weeks to get into motion and it may not be practically possible to complete these within the time allocated for this activity. c) Please keep/ increase the timeline for 3rd party security audit to at least 4 weeks. d) Third party agency should be involved from an early stage to ensure that the activities can be completed well within timelines and no penalty should be imposed on SP because of any delays in the audit/ certifications for reasons not attributable to SP. Please confirm.	Please refer to the revised Project Timelines and revised hosting requirements given in the corrigendum.
5	Vol 1 - 3.2 Project Timelines	(x) Roll out of new core application* T + 32weeks (xi) Declaration of Go-Live by Division (L) T + 34weeks	Please clarify what all activities are expected to be carried out during these 2 weeks after rollout and before Go-Live. Is this the time when services will be rolled out gradually? Please confirm our understanding	Please refer to the revised Project Timelines given in the corrigendum.
6	Vol 1 - 3.2. Project Timelines	i) MEA shall have the right to levy penalty on SP of Rs. 1 lakh per week of delay attributable to SP, in the milestones marked with (*) in the above table.	Please amend this clause as given below: i) MEA shall have the right to levy penalty on SP of Rs. 25,000 (Twenty Five Thousand) 1-lakh per week of delay attributable to SP, in the milestones marked with (*) in the above table. The maximum penalty would be restricted to 5% of the CAPEX amount.	The Clause remains unchanged.
7	Vol 1 - 3.7. Procurement, Installation, Configuration & Commissioning of Server Side & other Hardware	It must be noted that all system hardware and software would have to be owned by the division and shall have perpetual licenses	1) We request that the department should consider the "Policy on Adoption of Open Source Software for Government of India" issued by MeitY, and allow bidders to propose open source software. 2) We request that the Clause pertaining to perpetual licences may please be removed, since it does not apply to open source and restricts the bidder to propose only COTS products. 3) We understand that the bidder is free to propose either open source community edition software with the bidder's support OR open source with OEM enterprise support, depending on the solution fitment. Please confirm.	1) The bidder needs to assess the RFP requirements on its own to propose a suitable Technical proposal/ solution. 2) please refer to the corrigendum for revised Clause 3.7 of RFP Vol 1.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
8	Vol 1 - 4.1. Responsibility Matrix	(vi) Procurement and setup of client-end hardware, software and LAN: Under Responsibility Matrix - SP -- No OE & PGE Division, MEA -- Yes	The bidder understands that its role is only confined to setting up the WAN and its associated terminating device Routers at respective POE locations. The physical space, power, Racks, LAN Switches and LAN cabling etc required at POE locations will be provided by the respective departments at the respective locations. Please confirm the same.	There is no network connectivity to be provided by SP at POE locations.
9	Vol 1 - 5.3 Gateways	(iii) SMS gateway	The bidder assumes that the department already has the SMS gateway with which the proposed system shall be integrated and any one time and recurring expenses related to the SMS gateway will be directly borne by the department. Please confirm.	Bidders to propose the solution as per the details provided in the RFP.
10	Vol 1 - 5.3 Gateways	(iii) SMS gateway	If a SMS gateway is to be provisioned by the bidder, please share the SMS related volumetrics on a per day / week / month / year basis and expected Y.o.Y. increase expected for both domestic and International SMSes	Domestic SMS: for estimation, bidder can take volume of domestic SMS as 25 lakh per annum. For International SMS: volume of 50 thousand SMS per annum can be considered by the bidder. The costing of SMS shall be required to be indicated in the BoQ under Non- IT items. For additional SMS beyond the volume given here bidder shall be paid on actuals as per the rates quoted by the bidders in BoQ
11	Vol 1 - 5.3 Gateways	(iv) SMTP gateway	Kindly suggest whether a cloud/ Software-as-a-Service based Email solution is acceptable or only an on premise solution is required.	Email service is required for primarily sending system related notification/ alerts/ confirmation/ OTPs. The Email service can be cloud based by meeting all RFP requirements

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
12	Vol 1 - 5.4.5 Network requirement	7. Network Links & Bandwidth Requirements is tabulated below –	<p>The table lists following locations, DC, DR, Akbar Bhawan NOC/ PGE office/ CPC, BOI, and Passport Data Center Chennai with MPLS at all sites and ILL at DC and DR. From WAN coverage perspective request department to confirm that these are the only sites to be covered under this project. The other offices such as PoE locations will access the system through Internet which will be provisioned by respective offices. Please confirm this understanding is correct.</p> <p>b) Are users expected to connect to system using VPN? Please provide total count of such VPN users who will be accessing the system from Internet. Also, pls provide Y.o.Y. scalability required to be provisioned for VPN users. This has impact on the sizing of the VPN solution and hence requesting department to provide the user count details.</p>	<p>a) Yes, the understanding is correct. B) There is no requirement for VPN connectivity for MEA users. However, SP may assess its own requirement of VPN connections for support purpose.</p>
13	Vol 1 - 5.4.5 Network requirement	<p>3. The immigration and Passport system shall be connected through dedicated point-to-point connectivity</p> <p>4. The secondary connection between passport/ immigration system with the eMigrate core application for secondary links shall be MPLS</p>	As per SI. No 7. "Network Links & Bandwidth Requirements is tabulated below" – section, the BOI and Passport DC (Chennai) locations are to be covered by MPLS for both Primary and Secondary links. Hence kindly remove the dedicated Point to Point connectivity line from Clause "3".	Network connectivity at Sr. No. 13 & 15 in the table given RFP Vol 1 Clause 5.4.5 (7) should be read as point to point (P2P) instead of MPLS.
14	Vol 1 - 5.4.6 Server(s) requirement	System shall provide for horizontal scalability in such a manner that a new server can be added (or removed) dynamically, as and when required in future, without disturbing the normal functioning of production system	While horizontally scalability would be ensure by the bidder, if there be a need to increase the space for hosting the additional servers, MEA would pay the SP for the same.	For meeting the requirements specified in the RFP, no additional payment shall be made to the SP. In case of additional requirement beyond RFP, the SP shall be paid as per the rate quoted by the bidder in its proposal, for the same item.
15	Vol 1 - 5.4.6 Server(s) requirement	The vertical scalability in servers in terms of additional processors and RAM will have to be provided for handling future growth in transactions	Additional processors or RAM beyond the quantities mentioned in the BOM would be paid by MEA if procured by SI. Due to increase in the requirement or processors or RAM, additional servers need to be procured, then the same would be paid by MEA to SI or MEA would arrange for the additional HW.	For meeting the requirements specified in the RFP, no additional payment shall be made to the SP. In case of additional requirement beyond RFP, the SP shall be paid as per the rate quoted by the bidder in its proposal, for the same item.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
16	Vol 1 - 5.4.10 Content Management System	(xvi) System should be able to provide a single sign-in feature for accessing the application and content management portal	Please specify 1) for how many internal users is the Single Sign on feature required, and what is the YoY increase to be factored, if any 2) for how many external users is the Single Sign on feature required, and what is the YoY increase to be factored, if any	The requirements of single signon and content management system are withdrawn.Please also refer to the response given at Sr. No. 155
17	Vol 1 - 5.4.11 Host Based Security System	(v) System should provide fine grained user control and should allow controlling actions and access to resources of all users including privileged accounts such as root / administrator	As per RFP, we understand that the solution should have privileged access management to control access to various systems and services. Request Clarification	Bidders to propose the solution based on requirements given in the RFP.
18	Vol 1 - 6.25.2	Integration with the systems of Labour Ministries of various foreign countries for online exchange of details of emigrant's employer and employment contract document (PDF).	Please confirm how many such systems does the bidder need to integrate with. This information is required for effort estimation. As per our understanding existing integrations that are currently operational in v1 would need to be re-built and any other new integration would be taken up through CCN route.	The integration requirements shall be as per Clause 6.25 of the RFP Vol I
19	Vol 1 - 6.25.5	Integration with PBBY Agencies for online purchase of PBBY policy for emigrants. The insurance agencies will provide the web services for integration.	Please confirm how many such agencies does the bidder need to integrate with. This information is required for effort estimation. As per our understanding existing integrations that are currently operational in v1 would need to be re-built and any other new integration would be taken up through CCN route.	The integration requirements shall be as per Clause 6.25 of the RFP Vol I

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
20	Vol 1 - 6.26 Public portal (website) requirement	Multilingual support – All the pages of the website should be available in both Hindi and English. Public user should have the option to choose his language to see all pages in his chosen language. For public users, applying for RA Registration or filling up ECNR Registration and for registered Recruiting Agents applying for the Emigration Clearance, the Hindi transliterated version of following details - name of applicant, address, father's name, keyed in by these users should be displayed to the user with a provision to correct the transliterated version. Any content which is provided by the department for the uploading as office order in pdf shall remain in the form/ language in which it is given. Content shall be provided by the Division and translation shall be done by SP which will be vetted by the Division	We request that the Hindi translation for the website content be made available by the department to the SP.	The requirements given in the RFP are self-explanatory.
21	Vol 1 - 6.26 Public portal (website) requirement	(iv) Technical Platform – (b) Using latest website design technologies like HTML5 or higher with acceptability on all major browsers (Chrome, Firefox, Safari, IE, Edge etc.) and operating systems (like Windows, Linux, MAC, Fedora etc.)	This is a very open ended requirement and would have an impact on the efforts for development and testing. Please specify the exact browsers and OS to be supported.	The requirements given in the RFP are self-explanatory. However, it is learnt that IE is being phased out by Microsoft so the requirement of support to IE is withdrawn. In addition to the clarification given above bidders may, note that eMigrate v2 application should also support Safari browser.
22	Vol 1 - 6.28 Mobile App	3. The eMigrate mobile app should support all platforms like Android, iOS etc. It should be fully interactive, native mobile app, built using the platform-specific development tools and technologies defined by Google, Apple respectively.	1) We understand that only Android and iOS are to be supported. Please confirm 2) Please confirm that the department will bear all one time and recurring charges for hosting the mobile app on the Google PlayStore and iOS App Store 3) We request that the decision on whether the mobile app should be native or hybrid should be left to the bidder. Please allow hybrid mobile app also	i) Yes, the understanding is correct. ii) No additional payment for any purpose shall be made to the SP for mobile application. iii) SP has to develop the app as per the requirements given in the RFP.
23	Vol 1 - 7.1 Manpower Deployment Requirements	(vi) SP shall ensure to deploy adequate security measures/staff DC and DR sites, in co- ordination with the DC and DRC service provider.	The DC and DRC Co-location Service provider shall have adequate security staff to man its Data center premises and shall provide coverage to the area where the departments IT systems will be collocated. However, such services are provided on a shared support basis and not on a dedicated per tenant basis. Hope this understanding is correct and in line with departments expectations.	SP shall have the responsibility for meeting the RFP requirement. In this case the requirements can be met through DC and DRC Service Provider.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
24	Vol 1 - 7.1 Manpower Deployment Requirements	(vii) Security staff must be at least 10th pass and have at least 3 years of prior experience in handling security of office/ industrial premises.	The DC and DRC Co-location Service provider shall have adequate security staff to man its Data center premises and shall provide coverage to the area where the departments IT systems will be colocated. The qualifications and experience of the deputed security staff cannot be ascertained and governed by the bidder as it falls under the purview of the Colocation service provider. As this is an irrelevant Clause, request department to remove the same.	SP shall have the responsibility for meeting the RFP requirement. In this case the requirements can be met by SP through DC and DRC Service Providers.
25	Vol 1 - 7.3 Change management requirements	5. SP shall conduct the following trainings for various stakeholders:	We understand that the training venue, infrastructure like PC, projector, Internet /MPLS connectivity etc. will be provided by the department. Please confirm	Please refer to RFP Vol 1 Clause 7.3.(3) SP shall require to use its own online meeting software for the training.
26	Vol 1 - 7.3 Change Management Requirements	Approximate number of participants	Please confirm the number of end-users and concurrent users across internal and external portals.	Please refer to RFP Vol 1 Clause 5.2 Note 1, for number of end-users and concurrent users across internal and external portals.
27	Vol 1 - 7.3 Change management requirements	5. SP shall also be responsible for retraining the MEA, PGE, PoE and Indian Mission personnel over webinar whenever changes are made to the eMigrate application or personnel are replaced. Training for up to 50 users per year at intermittent period through web conferencing is to be arranged by the SP.	Though the number of users per year is provided, it may not be feasible to hold training sessions for very small batches. It is requested that a batch size of minimum 10 may be defined	Training for smaller batches is expected and the same can be managed by the application support team itself, which is also the practice at present. Batch size cannot be predicted at this stage.
28	Vol 1 - 7.4.2 Infrastructure management	Infrastructure management includes overall management and administration of entire IT and Non-IT infrastructure including servers (including server operating system), network components, storage devices, UPS, DG sets, air-conditioners, etc. SP shall be responsible for the following activities as part of infrastructure management:	As the RFP has specified that the DC and DRC shall be on co-location model, the underlying Non-IT Infrastructure viz. UPS, DG Sets, air conditioners etc. will be provided and managed by the Co-location Service Provider. The Non-IT Infrastructure viz. UPS, DG Sets, air conditioners etc. at POE locations will be provided and managed by the respective offices. Pls confirm this understanding is correct.	Please refer to the revised RFP Clause. Arranging services from Cloud Service Provider (CSP) shall be responsibility of SP. No IT/ Non IT infrastructure is required to be provided/ managed by SP at PoE location.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
29	Vol 1 - 7.4.2.6 Availability Management	Review key monitoring parameters (to be decided by the division)	Kindly define or elaborate the monitoring parameters?	Same shall be decided at an appropriate stage by the Division in consideration with the SLAs to be monitored.
30	Vol 1 - 7.4.2.6 Availability Management	Ensure availability of sufficient critical spares, sufficient consumable spares at all locations.	All critical spares related to the equipments supplied by SP will be stocked with respective OEMs.	The Clause is withdrawn.
31	Vol 1 - 7.4.2.8 Backup & Disaster Recovery Management	(v) Present DR is equal to DC. However, for the version 2, equal size of DR is not required. All services offered by the application shall form the core services. Document stored at DC shall not be required to be replicated at DR. Only at the time of functioning of core services through DR, when DC not being available, document storage shall be required for all applications processed. Once DC is made operational again, the document stored at DR shall be moved to DC. DR shall store only metadata and transactional data. In case of DC not being available, the SLAs shall be monitored at DR site.	<p>This Clause is contradictory to itself, because of the following points which are mentioned</p> <ul style="list-style-type: none"> a) equal size of DR is not required b) documents are not required to be replicated from DC to DR c) when DC is not available, document storage will be needed at DR d) when DC is not available, SLAs shall be monitored at DR site <p>1. Please note that in case DR is not equal to DC, SLAs for availability and response time etc. will not be applicable. Please modify the Clause accordingly</p> <p>2. If documents are not being replicated from DC to DR, then the DR can only be used for processing new applications, because for any of the old applications being processed at DR, the corresponding documents will not be available. Please clarify if the department agrees to this truncated mode of functioning while operating from DR?</p> <p>3. Please clarify if the DR needs to be in High Availability</p> <p>4. Please provide the size of DR in terms of DC, so that all bidders are on the same page.</p>	The Clause 7.4.2.8 (iv) and (v) of RFP Vol 1 stands deleted.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
32	Vol 1 - 7.4.2.8 Backup & Disaster Recovery Management	(iv) DR may be of appropriate sizing not necessary of equal size of DC to enable the continuation of operation of core services in case of non-availability of DC for any reason.	Kindly suggest DR % in terms of DC for e.g. 50% compute, 100% storage etc. This will help create level playing for all bidders and quote for appropriate solution accordingly.	The Clause 7.4.2.8 (iv) and (v) of RFP Vol 1 stands deleted.
33	Vol 1 - 7.4.2.8 Backup & Disaster Recovery Management	DR may be of appropriate sizing not necessary of equal size of DC to enable the continuation of operation of core services in case of non-availability of DC for any reason.	What is the expected RTO and RPO? And also clarify the frequency of DC-DR Drill ? Kindly confirm.	RPO and RTO required is 2 hours each.
34	Vol 1 - 7.4.2.9 Security Management	Security management to be facilitated from the NOC setup at Akbar Bhavan, Chanakyapuri.	The IT and Non-IT infrastructure for PGE office/ NOC/ SOC including desktops, LAN connectivity, UPS, seating space for 10 people, AC, Furniture, Landline etc. will be provided by the department.	Seating space for upto 5 persons, Airconditioning. UPS and electricity shall be provided by MEA at no charge to the SP. SP shall require to arrange any other items needed to run the facility at own cost.
35	Vol 1 - 7.4.2.9 Security Management	(iii) Reporting and resolution of security incidents	Does SP have to propose SIEM solution for security incidents monitoring, reporting and resolution?	Bidders to propose the solution based on the requirements given in the RFP.
36	Vol 1 - 7.4.2.9 Security Management	(iv) Daily Review of logs that are of significance such as abnormal traffic, unauthorized penetration attempts, any sign of potential vulnerability, Security alerts and responses. Proactive measures in the event a problem is detected.	Does SP have to propose SIEM solution for review of security logs, alerts?	Bidders to propose the solution based on the requirements given in the RFP.
37	Vol 1 - 7.4.2.9 Security Management	(i) 100% antivirus coverage with patterns not more than one week old on any given system	The bidder understands that the antivirus solution is only confined to the endpoints (Virtual Machines) in the proposed DC and DR setup. Kindly confirm.	Anti-Virus solution shall be required for all the machines (as applicable) provided by the SP.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
38	Vol 1 - 10 Service Level Agreements (SLA)	SLM3 Average turnaround and page loading (this includes home page) time for transactions on eMigrate application (with a ping interval of 5 minutes) <= .25 seconds Score: + 10%	Please modify this turnaround time to a more reasonable value of 2 seconds for a page size of 50-100 KB with a specified network bandwidth. Also confirm that this SLA will be measured within the DC environment so that the network latency has no impact.	Please refer to the corrigendum for the revised Clause.
39	Vol 1 - Section No. 10. Service Level agreements	SLM5 - Resolution of software defects reported to SP (working window : 6AM to 10 PM IST - All days) - Sev 1/ Sev 2/ Sev 3 (30 mins/ 60 mins/ 120 mins)	a) Achieving a resolution time of 30/60/120 mins for each defect is not feasible. Hence please change this to response time (average time may be considered for each category). b) This is in conflict with section 7.4.1 (ii) and 7.4.2.1 of RFP Vol 1 (page 68, 69), which states that resolution for incidents and application bugs/ issues is to be provided as per the resolution time limit agreed upon with MEA.	The exclusion shall be provided for resolution of Bugs, Root Cause analysis and Problem Identification as per the modalities to be decided by the Division before GO-Live.
40	Vol 1 - 11 Acceptance Testing, Audit & Certification	a) Security – including audit of network, server, application, and host security mechanisms, assessment of encryption mechanisms, and compliance with ISO 27001 etc. b) Performance	Please confirm if an independent ISO 27001 certification is to be obtained for the project (or compliance to ISO 27001 processes is adequate). Pls confirm if the department will bear the cost of independent ISO 27001 Certification, where necessary.	The cost to be paid to Certification Agency, if any, shall be borne by the Division for the certification, if required.
41	Vol 1 - 12.1 Emigrant data	Solution should be designed to handle a peak load of 400 concurrent users irrespective of number of applications to be processed. In case of increased requirement of number of concurrent users beyond 400, the Division shall ask the Service Provider to enhance the eMigrate infrastructure to meet the requirement, at any stage during the O&M phase for keeping the SLA levels prescribed in section 10 of the RFP vol 1.	Please confirm that in case there is a growth in the number of users, transactions, storage beyond what the proposed infrastructure is expected to handle, any additional infrastructure or licence procurement would be carried out under a Change Request mechanism.	For meeting the requirements specified in the RFP, no additional payment shall be made to the SP. In case of additional requirement beyond RFP, the SP shall be paid as per the rate quoted by the bidder in its proposal, for the same item.
42	Vol 2 - 4.4 Technical proposal	(h) Proposed IT infrastructure solution • Scalability Provision	Please provide details on the scalability expected from the solution in terms of YoY growth of users, concurrency, storage etc.	Bidders to propose the solution based on the requirements given in the RFP.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
43	Vol 2 - 2.8 Bid Security	i) Bidders shall submit, along with their Bids, a Bid security or EMD of Rs. 1,00,00,000 (Rupees one crore only), in the form of a Bank Guarantee issued by a nationalized bank in favor of 'The Pay & Accounts Officer, Ministry of External Affairs' payable at New Delhi/Delhi and valid for Thirteen and half (13.5) months starting with the date of bid submission as notified by MEA. Bid security in any other form will not be entertained.	Please amend this clause as given below: i) Bidders shall submit, along with their Bids, a Bid security or EMD of Rs. 1,00,00,000 (Rupees one crore only), in the form of a Bank Guarantee issued by a nationalized or commercial bank in favor of 'The Pay & Accounts Officer, Ministry of External Affairs' payable at New Delhi/Delhi and valid for six (6) months Thirteen and half (13.5) months starting with the date of bid submission as notified by MEA. Bid security in any other form will not be entertained.	Please refer to the corrigendum for the revised Clause.
44	Vol 2 - 4.4 Technical Proposal	(b) OEM, if associated with multiple bidders for the project, shall ensure to offer the same costing to all the bidders. In case of variation of the costing, the least cost quoted by the SP shall be taken into consideration.	Request MEA to considering dropping this Clause as the SP will not have any control over the prices and the cost shared by the OEMs to multiple SPs during the bid submission stage. Further every SP has it's own internal policies and guidelines and pricing modules for bid submission and as such there would be variation in the costing.	Please refer to the corrigendum. RFP Vol 2 Clause 4.4 (vi) (b) is withdrawn.
45	Vol 2 - 4.4 Technical Proposal	(d) Partnering OEMs shall ensure a level playing field with bidders in terms of cost and support.	Request MEA to considering dropping this Clause as the SP will not have any control over the prices and the cost shared by the OEMs to multiple SPs during the bid submission stage.	Please refer to the corrigendum. RFP Vol 2 Clause 4.4 (vi) (d) is withdrawn.
46	Vol 2 - 4.20 Conditions - Point i	The MEA reserves the right to enter into relationships with more than one bidder; can choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP;	The solution provided by the bidder is comprehensive and interlinked by all components, hence the components/services can not be desegregated. Please remove this Clause.	This query pertains to Clause 4.19 (i) of RFP Vol2. Please refer to the corrigendum for the revised clause.
47	Vol 2 - 3.3 Terms of payment for SP	(iv) 50% of [Capex for eMigrate Solution and Change Management Expenditure quoted by the SP] shall be paid upfront by MEA on successful certification and Go-Live.	Please amend this clause as given below: (iv) 50% 25% of [Capex for eMigrate Solution and Change Management Expenditure quoted by the SP] shall be paid upfront by MEA on completion of design and development and balance 50% on successful certification and Go-Live.	Please refer to the corrigendum for the revised clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
48	Vol 2 - 3.3 Terms of payment for SP	(v) Payment for all other cost elements including Opex for eMigrate Solution and remaining 50% of the cost elements cited in the Clause 'iv' above will be made in equal quarterly installments (EQI) over the five years of Operation and Maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in twenty equal parts, without any interest or compounding or discounting.	Please amend this clause as given below: (v) Payment for all other cost elements including Opex for eMigrate Solution and remaining 25% 50% of the cost elements cited in the clause 'iv' above will be made in equal quarterly installments (EQI) over the five years of Operation and Maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in twenty equal parts, without any interest or compounding or discounting. (va) Change Management Expenditure quoted by the SP, request the payment terms to be as under: 25% on completion of design and development 75% on successful certification and Go-Live.	Please refer to the corrigendum for the revised clause.
49	Vol 2 - 3.4 Future arrangement	Beyond the 5 years of the O& M period, the MEA will find and appoint a replacement SP. Prior to selection of the replacement SP, MEA would carry out a replacement requirement assessment. The replacement requirement assessment will enable MEA to identify modification needed in assets, SLA, role and responsibility of IA, and other aspects of operational and financial arrangement in the eMigrate ecosystem. MEA, if it desires so, may extend the term of the incumbent SP as per Clauses defined for extension.	Please amend this clause as given below: Beyond the 5 years of the O& M period, the MEA will find and appoint a replacement SP. Prior to selection of the replacement SP, MEA would carry out a replacement requirement assessment. The replacement requirement assessment will enable MEA to identify modification needed in assets, SLA, role and responsibility of IA, and other aspects of operational and financial arrangement in the eMigrate ecosystem. MEA, if it desires so, may extend the term of the incumbent SP as per clauses defined for extension. The payment for the extension period would be mutually agreed between MEA and the SP.	The clause remains unchanged. Please refer the RFP Vol 2 Clause 6.6 (ii) for the payment terms for extension period.
50	Vol 2 - 5.6 Opening and evaluation of technical proposal	Search Optimization strategy	Please elaborate on the requirement of Search Optimization strategy, since the Vol 1 has no mention of this requirement	Bidder to propose the solution meeting the RFP requirements.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
51	Vol 2 - 4.3 Prequalification Proposal	(d) The bidder (prime bidder in case of consortium) should have earned revenues of Rs. 100 crore or more from the IT business in each of the last 3 financial years, as evidenced by the audited financial statements of the company for the respective financial years. Revenues from the ITES business (if any) shall not be considered for satisfying the revenue criteria specified above and therefore the financial statements must distinctly describe the revenue heads. The term ITES has been used here to imply the meaning generally accepted in the industry, that is, serving an outsourcer agency by carrying out a specific business task of that agency using IT.	Please amend this as published audited financial statements do not carry segregated data like this. Hence please allow the bidder to submit a certificate signed by the Authorised signatory to confirm the same.	Please refer to the corrigendum for the revised clause.
52	Vol 2 - 4.8 Period of Validity of Proposals	The proposals shall be valid for a period of 12 months (Twelve months) from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.	The proposals shall be valid for a period of 06 ±2 months (Six Twelve months) from the date of submission opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.	Please refer to the corrigendum for the revised Clause.
53	Vol 2 - Annex 6 : Formats for Commercial Specifications/ Quotations	(ix) If the number of cards to be printed exceeds 10,000 (Ten thousands) in 5 years, the cost quoted above shall be considered for payment to be made to SP for additional cards printed, delivered/ dispatched beyond the estimated numbers.	Please amend this clause as given below: (ix) If the number of cards to be printed exceeds 10,000 (Ten thousands) in 5 years, the cost quoted above shall be considered for payment to be made to SP for additional cards printed, delivered / dispatched beyond the estimated numbers.	Requirements related to Emigrants ID card has been withdrawn. Please refer to the Corrigendum in this regard. In the BOQ on CPP portal, bidders are required to fill '0' (zero) in the fields related to ID card costing or leave them blank. Any issue in submitting the BoQ should be immediately informed to MEA on email us.oe5@mea.gov.in and copy to sooe3@mea.gov.in at any time prior to the last date/ time for submission of the bid.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
54	Vol 2 - Annex 6 : Formats for Commercial Specifications/Quotations	Change request implementation beyond the estimated 100 (One hundred) person months shall also be paid at the rate quoted against 100-person month by the bidder.	Please amend this Clause as given below: Change request implementation beyond the estimated 100 (One hundred) person months shall also be paid at the rate quoted against 100-person month by the bidder. This rate would be applicable upto the end of O&M phase of 5 years, to be re-negotiated for periods of subsequent extensions if any.	CCN rates shall be the same during the extension period as that of O & M period.
55	Vol 2 - Annex 6 : Formats for Commercial Specifications/Quotations	v) Within five years of go-Live, in case change request implementation demands additional hardware or software, rates quoted by the SP in this bid shall stand valid	Please amend this clause as given below: v) Within five years of go-Live, in case change request implementation demands additional hardware or software, both MEA and SP would follow the change management process and agree upon the terms and conditions including price for the additional hardware and software. rates-quoted-by-the-SP-in-this-bid-shall-stand-valid	The Clause remains unchanged.
56	Vol 2 - Annex 6 : Formats for Commercial Specifications/Quotations	vi) Beyond five years, if such requirement arises as at point (b) above, MEA may decide to take open market /bid approach for any such procurement, in the event of SP's offer being found not reasonable. However, SP shall be bound to complete the implementation and comply to the SLA metrics for any such Change Requests, where the Hardware gets procured by MEA from open market	Please amend this clause as given below: vi) Beyond five years, if such requirement arises as at point (iii) (b) above, MEA may decide to take open market /bid approach for any such procurement, in the event of SP's offer being found not reasonable. However, SP shall be bound to complete the implementation and comply to the SLA metrics for any such Change Requests, where the Hardware gets procured and installed by MEA from open market, provided that the procured items are compatible with the existing tech stack to support SLAs.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
57	Vol 2 - Annex 6 : Formats for Commercial Specifications/ Quotations	(viii) Payment for Emigrant card to be made to the SP for the cards actually printed, delivered/ dispatched.	Please amend this clause as given below: (viii) Payment for Emigrant card to be made to the SP for the cards actually printed, delivered/ dispatched.	Please refer to the response given for the query at Sr. No. 53 above.
58	Vol 2 - 6.4 Signing of Contract	The bidder shall sign the agreement with MEA in the format provided in Volume 3 of this RFP, within 30 days of the award. MEA reserves its right to modify any Clause of the agreement prior to signing and upon adequate notice to the bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award and forfeiture of Bid Security.	Please amend this Clause as given below: The bidder shall sign the agreement with MEA in the format provided in Volume 3 of this RFP, within 30 days of the award. MEA reserves its right to modify any Clause of the agreement prior to signing and upon adequate notice to the bidder and agreement with bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award and forfeiture of Bid Security.	The Clause remains unchanged.
59	Vol 2 - 6.6 Warranty & Maintenance	Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on same terms and conditions and the payment shall be made to the SP on pro rata basis of the 5 years' O & M Cost proposed by the SP.	Please amend this clause as given below: Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on same terms and conditions and the payment shall be mutually discussed and agreed between MEA and SP. MEA would request for extension to SP atleast 6 months before the contract expiry. made to the SP on pro-rata basis of the 5 years' O & M Cost proposed by the SP.	The Clause remains unchanged.
60	Vol 2 - 6.6 Warranty & Maintenance	(vii) During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to MEA.	Please amend this Clause as given below: (vii) During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability or such extended time agreed by MEA and should carry out installation and make operational the same at no additional cost to MEA.	Please refer to the corrigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
61	Vol 2- 6.5 Performance Bank Guarantee	iii) In the event of the bidder being unable to service the contract for whatever reason, MEA would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MEA under the contract in the matter, the proceeds of the PBG shall be payable to MEA as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. MEA shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 14 days of the notice date. MEA's decision in this respect will be final.	Please amend this clause as given below: iii) In the event of the bidder being unable to service the contract for whatever reason, MEA would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MEA under the contract in the matter, the proceeds of the PBG shall be payable to MEA as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. MEA shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 14 days of the notice date or such other extended time agreed by MEA. MEA's decision in this respect will be final only after in agreement with the bidder.	The Clause remains unchanged.
62	Vol 2- 6.5 Performance Bank Guarantee	iv) MEA shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.	Please amend this clause as given below: iv) MEA shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him , the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.	The Clause remains unchanged.
63	Vol 2 - Section No. 2.2 List of documents in this Tender	The Tender document of three volumes of the Request for Proposal. (i) RFP Volume 1: Functional, Technical, and Operational Requirements (ii) RFP Volume 2: Commercial and Bidding Terms (iii) RFP Volume 3: Contractual and Legal Specifications. The bidders are expected to examine all instructions, forms, terms, project Version 2.0 requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its proposal and forfeiture of the Bid security.	Please remove the clause of forfeiture of bid security as the clause is subjective and conditional on responsive bid which is not quantifiable.	Please refer to the corrigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
64	Vol 3 - 1.1. Definitions	ix. "Performance Guarantee" and "Performance Bank Guarantee" shall mean the guarantee provided by a Nationalized Bank to MEA on behalf of the Service Provider as per the requirements specified in this volume and further detailed in Section 6.5 of Vol. II of this RFP;	Please amend this clause as given below: ix. "Performance Guarantee" and "Performance Bank Guarantee" shall mean the guarantee provided by a Commercial Nationalized Bank to MEA on behalf of the Service Provider as per the requirements specified in this volume and further detailed in Section 6.5 of Vol. II of this RFP;	Please refer to the corrigendum for the revised Clause.
65	Vol 3 - 2.2 Transfer of Assets	b. In case of contract being terminated by MEA or by SP, MEA reserves the right to ask SP to continue running the project operation for a period of 6 months after termination notice is issued.	Please amend this Clause as given below: b. In case of contract being terminated by MEA or by SP, MEA reserves the right to ask SP to continue running the project operation for a period of 6 months after termination notice is issued. The SP would be paid for all the work performed in the 6 months after termination notice is issued.	Please refer to the corrigendum for the revised Clause.
66	Vol 3 - 2.2 Transfer of Assets	ii. All risk in and title to the Assets to be transferred to the MEA pursuant to this Article shall be transferred to the MEA on the last day of the exit management period. iii. The Project Director, MEA shall pay to the Service Provider on the last day of the exit management period such sum representing the Net Block i.e. procurement price quoted by the SP in its commercial proposal less depreciation as per provisions of relevant laws, of the Assets to be transferred as stated in the Terms of Payment Schedule.	Request these Clauses be deleted as it is not applicable. All the assets procured for the project, the ownership vests with MEA within 30 days of acceptance of asset. None of the assets would be in the name of SP.	The Clause remains unchanged.
67	Vol 3 - 2.2 Transfer of Assets	v. The outgoing SP will pass on to the MEA or to the Replacement IA if the MEA requires so, the subsisting rights in any leased properties/ licensed products on terms not less favorable to MEA or Replacement IA, than that enjoyed by the outgoing SP.	Please amend this Clause as given below: v. The outgoing SP will pass on to the MEA or to the Replacement IA if the MEA requires so, the subsisting rights in any leased properties/ licensed products on terms not less favorable to MEA or Replacement IA, than that enjoyed by the outgoing SP. This would be applicable to only subsisting rights only. Once the rights expire, the renewal / continuance terms would be discussed with MEA or Replacement IA directly with the OEM/Vendors	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
68	Vol 3 - 2.7 Use and Acquisition of Assets	j. obtain and/or maintain standard forms of comprehensive insurance policy including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc.; and	The bidder would obtain and /or maintain standard forms of comprehensive insurance policy. However, the assets owned by MEA including the ones delivered as a part of this contract, the insurance cover of the same to be obtained by MEA	All such arrangements shall be done by the SP and no payment in addition to contract value, shall be made to SP for fulfilling the requirements given in the RFP.
69	Vol 3 - 30 5. ARTICLE V - BREACH, RECTIFICATION & TERMINATION 5.1 Termination	(i) If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement.	Please amend this clause as given below: (i) If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a three weeks seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement.	The Clause remains unchanged.
70	Vol 3 - 5.5 Fraud by Service Provider's personnel	MEA reserves its right to initiate criminal action against the agents and employees of the SP for fraud or misappropriation in the Project, besides levying stringent penalties on the SP. The management of the SP would also be made liable for action in case of aforesaid fraud or misappropriation, under the applicable laws, and MEA may call for termination of the contract if MEA deems it necessary to do so.	Please amend this clause as given below: MEA reserves its right to initiate criminal action against the agents and employees of the SP for fraud or misappropriation in the Project, besides levying stringent penalties on the SP. The management of the SP would also be made liable for action in case of aforesaid fraud or misappropriation, under the applicable laws, and MEA may call for termination of the contract if MEA deems it necessary to do so.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
71	Vol 3 - 6.3 Limitation of Liability	<p>a. Notwithstanding what has been stated elsewhere in this Agreement, there shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud. b. In all other cases not covered by Clause 6.3a above, the total financial liability of the Service Provider shall be limited to the total value of the contract i.e. the Total eMigrate Solution Cost (TC) quoted by the SP in its commercial proposal to MEA in response to the RFP. c. Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be. d. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation. e. The Project Director, MEA shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.</p>	<p>Please amend this clause as given below: a. Notwithstanding what has been stated elsewhere in this Agreement, there shall be limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud. b. In all other cases including Clause 6.3 above, the total financial liability of the Service Provider shall be limited to the <u>amount paid by MEA to Service Provider in the last twelve months immediately preceding the date on which the liability arose under particular work order</u>total value of the contract i.e. the Total eMigrate Solution Cost (TC) quoted by the SP in its commercial proposal to MEA in response to the RFP. c. Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be. d. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation. e. The Project Director, MEA shall be entitled to claim the remedy of specific performance under this Agreement or the SLA. f. Notwithstanding anything to contained in this Agreement</p>	<p>Please refer to the corrigendum for the revised clause.</p>
72	Vol 3 - SCHEDULE I CHANGE CONTROL SCHEDULE	<p>Further, the payment for the changes brought in after project certification and 'Go-Live' date will be calculated on the basis of man-month rate quoted by the Service Provider in its commercial proposal submitted by the SP in response to the RFP and estimated man-month effort to be submitted by the Service Provider prior to taking up the change of control event and accepted by the Project Director, MEA.</p>	<p>Please amend this Clause as given below: Further, the payment for the changes brought in after project certification and 'Go-Live' date will be calculated on the basis of man-month rate quoted by the Service Provider in its commercial proposal submitted by the SP in response to the RFP and estimated man-month effort to be submitted by the Service Provider prior to taking up the change of control event and accepted by the Project Director, MEA. Change Management Expenditure quoted by the SP, request the payment terms to be as under: 25% on completion of design and development 75% on successful certification and Go-Live.</p>	<p>The Clause remains unchanged.</p>

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
73	Vol 3 - SCHEDULE V - INVOICING AND SETTLEMENT SCHEDULE	b. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment invoice. The Service Provider shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.	Request this Clause be dropped. The SP will ensure to bill MEA for all the approved / authorized payments on time.	Please refer to the corrigendum for the revised Clause.
74	Vol 3 - SCHEDULE V - INVOICING AND SETTLEMENT SCHEDULE	c. Payments invoiced shall be made within 45 days of the receipt of invoice by the Project Director, MEA subject to adjustments if any for the previous performance or penalty.	Please amend this clause as given below: c. Payments invoiced shall be made within 30 45 days of the receipt of invoice by the Project Director, MEA subject to adjustments if any for the previous performance or penalty.	The Clause remains unchanged.
75	Vol 3 - SCHEDULE V - INVOICING AND SETTLEMENT SCHEDULE	f. If any amount is due and payable by the SP to the MEA/ Government, the same shall be recoverable as arrears of land revenue, in addition to other avenues legally available under this agreement.	Request this Clause be dropped.	Please refer to the corrigendum for the revised clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
76	Vol 3 - SCHEDULE VI TERMS OF PAYMENT SCHEDULE	<p>iii) No payment shall be made before the project is declared Go-Live as prescribed in the RFP.</p> <p>(iv) 50% of [Capex for eMigrate Solution and Change Management Expenditure quoted by the SP] shall be paid upfront by MEA on successful certification and Go-Live.</p> <p>(v) Payment for all other cost elements including Opex for eMigrate Solution and remaining 50% of the cost elements cited in the Clause 'iv' above will be made in equal quarterly installments (EQI) over the five years of Operation and Maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in twenty equal parts, without any interest or compounding or discounting.</p>	<p>Please amend this clause as given below:</p> <p>iii) No payment shall be made before the project is declared Go-Live as prescribed in the RFP.</p> <p>(iv) 25% 50% of [Capex for eMigrate Solution and Change Management Expenditure quoted by the SP] shall be paid upfront by MEA on completion of design and development and balance 50% on successful certification and Go-Live.</p> <p>(v) Payment for all other cost elements including Opex for eMigrate Solution and remaining 25% 50% of the cost elements cited in the clause 'iv' above will be made in equal quarterly installments (EQI) over the five years of Operation and Maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in twenty equal parts, without any interest or compounding or discounting.</p> <p>(va) Change Management Expenditure quoted by the SP, request the payment terms to be as under: 25% on completion of design and development 75% on successful certification and Go-Live.</p>	Please refer to the corrigendum for the revised Clause.
77	Vol 3 - Annexure: Service Level Agreements (SLA)	<p>ii. If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.</p>	<p>ii. If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. The maximum penalty would be restricted to 10% of the quarterly amount payable. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.</p>	The Clause remains unchanged.
78	Vol 3 - Annexure: Service Level Agreements (SLA)	<p>iii. In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for the score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.</p>	<p>iii. In case of one breach in the SLA, MEA shall have the right to invoke penalty of 2% ±0% of total quarterly amount payable to SP for the score of 100%. The maximum penalty would be restricted to 10% of the quarterly amount payable. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.</p>	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
79	Vol 3 - Annexure: Service Level Agreements (SLA)	iv. If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract.	iv. If the overall calculated penalty applicable in any two continuous quarters during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract.	The Clause remains unchanged.
80	Vol 2 - Annexure - 7 INTEGRITY PACT	The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded	Request this Clause be dropped. Every bid of any other Ministry/Department are different and unique and cannot be compared	The Clause remains unchanged.
81	Vol2 page no 20	(ix) Source Code and IPRThe source codes & intellectual property rights of all the software/ deliverable developed under this project shall be the exclusive property of MEA. Bidder shall submit a declaration to this effect. (x) Total Responsibility Bidder shall submit a statement, without any condition, undertaking total responsibility for the defect free operation of the eMigrate system.	(ix) Source Code and IPR The source codes & intellectual property rights of all the software/ deliverable developed under this project (bespoke development) shall be the exclusive property of MEA.	The Clause remains unchanged.
82	Vol2 page no 23	The price would be inclusive of all taxes, duties, charges and levies as applicable.	The price would be exclusive of all taxes, duties, charges and levies as applicable.	Please refer to the corrigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
83	Vol2 page no 36	<p>6.6 Warranty & Maintenance (i) The successful bidder shall provide a comprehensive warranty for duration of 8 years, - as per provisions in this RFP.</p> <p>(ii) Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on same terms and conditions.</p> <p>(iii) Bidder shall also provide complete maintenance support for all the eMigrate system components and infrastructure as outlined in this RFP for the complete period of the validity of contract.</p> <p>(iv) During the warranty period, the bidder warrants that the goods supplied under the contract are new, unused, of the most recent version/ models and shall incorporate all improvements in design and materials, as and when they become commercially available, unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.</p> <p>(v) MEA shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to MEA and within time specified and acceptable to MEA.</p> <p>(vi) If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the</p>	<p>6.6 Warranty & Maintenance</p> <p>(i) The successful bidder shall provide a comprehensive warranty for duration of 8 years, - as per provisions in this RFP.</p> <p>(ii) Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on mutually agreed terms and conditions.</p> <p>(iii) Bidder shall also provide complete maintenance support for all the eMigrate system components and infrastructure as outlined in this RFP for the complete period of the validity of contract.</p> <p>(iv) During the warranty period, the bidder warrants that the goods supplied under the contract are new, unused, of the most recent version/ models and shall incorporate all improvements in design and materials, as and when they become commercially available, unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.</p> <p>(v) MEA shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to MEA and within time specified. (vi) If the successful bidder, having been notified, fails to remedy the defect(s) within the period</p>	<p>The clause remains unchanged. However bidder is advised to read the clause correctly.</p>

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
84	Vol2 page no 38	<p>Annex 1: Bid Covering Letter [Date] The Secretary Ministry of External Affairs (MEA) Government of India, Akbar Bhawan, Chanakyapuri New Delhi Dear Sir, Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project. Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Project for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the pre-qualification proposal as required by the Tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate Project. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to MEA for a sum equivalent to 10% of the</p>	<p>Annex 1: Bid Covering Letter [Date] The Secretary Ministry of External Affairs (MEA) Government of India, Akbar Bhawan, Chanakyapuri New Delhi Dear Sir, Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project. Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Project for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the pre-qualification proposal as required by the Tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate Project. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to MEA for a sum equivalent to 10% of the</p>	<p>The Clause remains unchanged. However the period of validity of proposal is revised to 9 months. Please refer to the corrigendum for the revised validity period.</p>

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
85	Vol2 page no 40	<p>Annex 2: Technical Proposal Covering Letter The Secretary, Ministry of External Affairs (MEA) Government of India Akbar Bhawan, Chanakyapuri New Delhi</p> <p>Dear Sir, Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project. Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Project for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the technical proposal as required by the Tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate Project. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to MEA for a sum equivalent to 10% of the</p>	<p>Annex 2: Technical Proposal Covering Letter The Secretary, Ministry of External Affairs (MEA) Government of India Akbar Bhawan, Chanakyapuri New Delhi</p> <p>Dear Sir, Annex 2: Technical Proposal Covering Letter Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project. Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Project for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the technical proposal as required by the Tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate Project. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender</p>	<p>The Clause remains unchanged. However the period of validity of proposal is revised to 9 months. Please refer to the corrigendum for the revised validity period.</p>

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
86	Vol2 page no 42	<p>Annex 3: Commercial Proposal Covering Letter [Date] The Secretary, Ministry of External Affairs (MEA) Government of India Akbar Bhawan, Chanakyapuri New Delhi Dear Sir, Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project. Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Solution for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the commercial proposal as required by the Tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate System. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender</p>	<p>Annex 3: Commercial Proposal Covering Letter [Date] The Secretary, Ministry of External Affairs (MEA) Government of India Akbar Bhawan, Chanakyapuri New Delhi Dear Sir, Ref: RFP: IT Services - Transition from existing Implementation Agency and Design,Development, Implementation and Operation & Maintenance of eMigrate Project. Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Solution for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the commercial proposal as required by the Tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate System. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India for a sum</p>	<p>The Clause remains unchanged. However the period of validity of proposal is revised to 9 months. Please refer to the corrigendum for the revised validity period.</p>

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
87	Vol2 page no 44	Annex 4: Performance Bank Guarantee	<p>Annex 4: Performance Bank Guarantee This Bank Guarantee issued by _____ Bank, on behalf of the Contractor in favor of Purchaser is in respect of the Contract/agreement dated _____. As communicated by Contractor on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Contractor by Purchaser, in respect of previous contracts between Contractor and Purchaser. As communicated by Contractor on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any previous contracts between Contractor and Purchaser. Notwithstanding anything contained hereinabove: a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only) b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of Purchaser under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove</p>	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
88	Volume - III page no. 15	<p>4.3 SLA Monitoring</p> <p>The aforementioned SLA parameters shall be measured on a daily/weekly/monthly/quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools to be designed by the SP for the purpose and audited by a 3rd party audit agency for accuracy, reliability and completeness. If the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of MEA or an agency designated by MEA, then MEA will have the right to take appropriate corrective actions including termination of the contract.</p> <p>The SLA shall be reviewed on an annual basis as MEA decides after taking the advice of the SP, PMG and other agencies. All the changes to be made would be decided by MEA after consultation with the SP. The changes made should not result in undue financial advantage to the SP.</p>	<p>4.3 SLA Monitoring</p> <p>The aforementioned SLA parameters shall be measured on a daily/weekly/monthly/quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools to be designed by the SP for the purpose and audited by a 3rd party audit agency for accuracy, reliability and completeness. If the performance of the system/services is degraded significantly at any given point in time due to reasons solely attributable to SP during the contract and if the immediate measures are not implemented and issues are not rectified as per the agreed terms, then MEA will have the right to take appropriate corrective actions including termination of the contract.</p> <p>The SLA shall be reviewed on an annual basis as MEA decides after taking the advice of the SP, PMG and other agencies. All the changes to be made would be decided by MEA after agreement with the SP. The changes made should not result in undue financial advantage to the SP.</p>	The Clause in the RFP remains unchanged.
89	Volume - III page no. 18	<p>vi. "Deliverables" means the products, infrastructure and services agreed to be delivered and created specifically for MEA by the Service Provider in pursuance of the scope of work and set of deliverables and project timelines listed in Section 3 of the Volume 1 of the RFP and includes all documents related to the solution, user manual, technical manual, design, process and operating manuals, standard operating procedures, policies and guidelines and source code and all versions of these; In-case of any proprietary components where IPR are held with OEM, the ownership of such components is to be with MEA with perpetual licenses.</p>	<p>vi. "Deliverables" means the products, infrastructure and services agreed to be delivered and created specifically for MEA by the Service Provider in pursuance of the scope of work and set of deliverables and project timelines listed in Section 3 of the Volume 1 of the RFP and includes all documents related to the solution, user manual, technical manual, design, process and operating manuals, standard operating procedures, policies and guidelines and source code (only for bespoke development) and all versions of these; In-case of any proprietary components where IPR are held with OEM, the licenses of such components is to be with MEA with perpetual licenses.</p>	Please refer to the corrigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
90	Volume - III page no. 19	viii. Intellectual Property rights" means and includes all rights in the eMigrate Application Software, its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;	viii. Intellectual Property rights" means and includes all rights in the eMigrate Application Software, its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code (for bespoke development) and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;	Please refer to the corrigendum for the revised Clause.
91	Volume - III page no. 30	5. ARTICLE V - BREACH, RECTIFICATION & TERMINATION 5.1 Termination In the event that either Party is in Breach of its obligations under this Agreement or the SLA, the aggrieved Party may terminate this Agreement or the SLA upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the Breach, which could include the following events and the termination will become effective: (i) If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement. (ii) If there is a Breach which results out of MEA not handing over the site, if any, that was to be handed over by MEA under this Agreement to SP for exercise of the latter's obligations under this Agreement, SP not being provided with requisite access to the IT systems of the other departments/ agencies that need to be integrated with eMigrate system as required by this Agreement, or MEA not providing the certification of the Project Implementation Completion i.e. declaration of "Go-Live"	5. ARTICLE V - BREACH, RECTIFICATION & TERMINATION 5.1 Termination In the event that either Party is in Breach of its obligations under this Agreement or the SLA, the aggrieved Party may terminate this Agreement or the SLA upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the Breach, which could include the following events and the termination will become effective: (i) If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement. (ii) If there is a Breach which results out of MEA not handing over the site, if any, that was to be handed over by MEA under this Agreement to SP for exercise of the latter's obligations under this Agreement, SP not being provided with requisite access to the IT systems of the other departments/ agencies that need to be integrated with eMigrate system as required by this Agreement , or MEA not providing the certification of the Project Implementation Completion i.e. declaration of "Go-Live"	The Clause remains unchanged.
92	Volume - III page no. 31	5.5 Fraud by Service Provider's personnel MEA reserves its right to initiate criminal action against the agents and employees of the SP for fraud or misappropriation in the Project, besides levying stringent penalties on the SP. The management of the SP would also be made liable for action in case of aforesaid fraud or misappropriation, under the applicable laws, and MEA may call for termination of the contract if MEA deems it necessary to do so.	5.5 Fraud by Service Provider's personnel MEA reserves its right to initiate criminal action against the agents and employees of the SP for fraud or misappropriation in the Project, besides levying agreed penalties on the SP. The employees of the SP allegedly involved would also be made liable for action in case of aforesaid fraud or misappropriation, under the applicable laws, and MEA may call for termination of the contract if MEA deems it necessary to do so.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
93	Volume - III page no. 32	viii. if Service Provider uses, in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or Services or are essential for the successful use of the Deliverables or Services, it will pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to the MEA to the extent possible. In the event that such warranties cannot be enforced by the Project Director, MEA, the Service Provider will enforce such warranties on behalf of the Project Director, MEA and pass on to the Project Director, MEA, the benefit of any remedy received in relation to such warranties	viii. if Service Provider uses, in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or Services or are essential for the successful use of the Deliverables or Services, it will reasonably pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to the MEA to the extent possible. In the event that such warranties cannot be enforced by the Project Director, MEA, the Service Provider will enforce such warranties on behalf of the Project Director, MEA and pass on to the Project Director, MEA, the benefit of any remedy received in relation to such warranties.	The Clause remains unchanged.
94	Volume - III page no. 33	6.2 Third Party Claims a. Subject to Clause 6.2b of this Article, Service Provider (the "Indemnifying Party") undertakes to indemnify the MEA (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.	6.2 Third Party Claims a. Subject to Clause 6.2b of this Article, Service Provider (the "Indemnifying Party") undertakes to indemnify the MEA (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's willful misconduct under this Agreement or the SLA.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
95	Volume - III page no. 34	<p>6.3 Limitation of Liability</p> <p>a. Notwithstanding what has been stated elsewhere in this Agreement, there shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud.</p> <p>b. In all other cases not covered by Clause 6.3a above, the total financial liability of the Service Provider shall be limited to the total value of the contract i.e. the Total eMigrate Solution Cost (TC) quoted by the SP in its commercial proposal to MEA in response to the RFP.</p> <p>c. Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be.</p> <p>d. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.</p> <p>e. The Project Director, MEA shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.</p>	<p>6.3 Limitation of Liability</p> <p>a. Notwithstanding what has been stated elsewhere in this Agreement, there shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud.</p> <p>b. In all other cases not covered by Clause 6.3a above, the total financial liability of the Service Provider shall be limited to the amount paid by MEA to Service Provider in the preceding twelve months from the date on which the liability arose under particular work order.</p> <p>c. Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be.</p> <p>d. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.</p> <p>e. The Project Director, MEA shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.</p> <p>f. Notwithstanding anything contained in this Agreement or under any other document, neither party shall be liable</p>	Please refer to the corrigendum for the revised clause.
96	Volume - III page no. 34	<p>6.4 Force Majeure</p> <p>a. Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other directly due to the extent and for the duration of Force Majeure events such as but not limited to acts of God not confined to the premises of the Party claiming Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.</p>	<p>6.4 Force Majeure</p> <p>a. Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other directly due to the extent and for the duration of Force Majeure events such as but not limited to acts of God not confined to the premises of the Party claiming Force Majeure, flood, drought, epidemic / pandemic lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.</p>	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
97	Volume - III page no. 34	<p>i. Prior to commencement of operations: If the event of Force Majeure had occurred prior to commencement of operations i.e. prior to "Go-Live", then upon its coming to an end the Service Provider shall resume normal activities under this agreement immediately. The Project Director, MEA, if he/ she considers it necessary, may grant an extension of time to the Service Provider for resuming normal activities under this agreement. If the Service Provider does not resume normal activities immediately or within the extended period, if any, granted by the Project Director, MEA, the Project Director, MEA will have the option to levy penalties of Rupees One lakh per day of delay, invoke the Performance Guarantee, obtain substitute performance from an alternate agency at the cost of Service Provider and/or terminate this Agreement.</p> <p>ii. Post commencement of operations: If Force Majeure had occurred post commencement of operations i.e. post "Go-Live", then upon its coming to an end, the Service Provider shall resume normal services under this agreement immediately. The Project Director, MEA, if he considers it necessary, may grant an extension of time to the Service Provider for resuming normal services under this agreement. However, the Project Director, MEA will deduct for each day of the extension period 1% of the EQI payable to the SP for SLA score of 100% from the next actual amount payable to the SP. If normal services are</p>	<p>i. Prior to commencement of operations: If the event of Force Majeure had occurred prior to commencement of operations i.e. prior to "Go-Live", then upon its coming to an end the Service Provider shall resume normal activities under this agreement immediately.</p> <p>ii. Post commencement of operations: If Force Majeure had occurred post commencement of operations i.e. post "Go-Live", then upon its coming to an end, the Service Provider shall resume normal services under this agreement immediately. The Project Director, MEA, if he considers it necessary, may grant an extension of time to the Service Provider for resuming normal services under this agreement. However, the Project Director, MEA will deduct for each day of the extension period 1% of the EQI payable to the SP for SLA score of 100% from the next actual amount payable to the SP. If normal services are not resumed immediately or within the extended time, the Project Director, MEA, will have the option to invoke the Performance Guarantee and/or terminate the Agreement.</p> <p>d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule (Schedule VI) of this Agreement.</p> <p>e. Notwithstanding the terms of this Article, the failure on the part of the Service Provider under the SLA or terms under the SLA to implement any disaster contingency planning and back-up and other data safeguards in</p>	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
98	Volume - III page no. 37	<p>7. ARTICLE VII - INTELLECTUAL PROPERTY 7.1 Intellectual Property</p> <p>a. Except to the extent otherwise expressly provided in this Agreement, the Project Director, MEA shall retain exclusive intellectual property rights to the eMigrate Application Software, forms and the compilations of the PROJECT to which the Project Director, MEA has sovereign rights and nothing herein shall or will be construed or deemed to grant to the Service Provider any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.</p> <p>b. The IPR on the eMigrate application software shall vest with the MEA, as soon as the system is certified by the 3rd party audit agency. A copy of the source code shall be kept in the custody of the MEA on a monthly basis, with proper version control.</p> <p>c. Without limiting the generality of Clause 7.1a of Article VII and except to the extent otherwise expressly agreed by the Parties to this Agreement or the SLA in writing, nothing contained in this Agreement or the SLA shall or will be construed or deemed to grant to the Service Provider any right, title, license or other interest in, to or under (whether by estoppel, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of MEA or PROJECT or its respective</p>	<p>7. ARTICLE VII - INTELLECTUAL PROPERTY 7.1 Intellectual Property</p> <p>a. Subject to this Clause and except to the extent otherwise expressly provided in this Agreement, the Project Director, MEA shall retain exclusive intellectual property rights to the eMigrate Application Software, forms and the compilations of the PROJECT to which the Project Director, MEA has sovereign rights and nothing herein shall or will be construed or deemed to grant to the Service Provider any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.</p> <p>b. The IPR on the eMigrate application software (bespoke development) shall vest with the MEA, as soon as the system is certified by the 3rd party audit agency. A copy of the source code shall be kept in the custody of the MEA on a monthly basis, with proper version control.</p> <p>c. Without limiting the generality of Clause 7.1a of Article VII and except to the extent otherwise expressly agreed by the Parties to this Agreement or the SLA in writing, nothing contained in this Agreement or the SLA shall or will be construed or deemed to grant to the Service Provider any right, title, license or other interest in, to or under (whether by estoppel, by implication or otherwise) any logo, trademark, trade name, service mark or similar</p>	The Clause remains unchanged.
99	Volume - III page no. 41	e. The provisions of this Article shall survive the expiration or termination of this Agreement.	e. The provisions of this Article shall survive for a period of two years post the expiration or termination of this Agreement.	Please refer to the corrigendum for the revised clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
100	Volume - III page no. 56	<p>SCHEDULE III AUDIT, ACCESS AND REPORTING SCHEDULE</p> <p>d. In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the MSA, Service Provider will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artifacts of the Project as required by them and approved by the Project Director, MEA, in writing.</p>	<p>SCHEDULE III AUDIT, ACCESS AND REPORTING SCHEDULE</p> <p>d. In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the MSA, Service Provider will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artifacts of the Project as required by them and approved by the Project Director, MEA, in writing.</p> <p>Notwithstanding the above any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the SP which shall not be less than 10 days. The cost of such audit shall be borne by the MEA. MEA shall not have access to the proprietary data of, or relating to, any other customer of SP, or a third party or SP's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with SP's ability to perform the services in accordance with the service levels, unless the MEA relieves SP from meeting the applicable service levels. MEA will ensure that the auditor (except CAG) appointed to conduct the audit will not be the competitor of Selected SP and will be bound by confidentiality obligations</p>	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
101	Volume - III page no. 61	<p>SCHEDULE V INVOICING AND SETTLEMENT SCHEDULE</p> <p>a. In respect of its remuneration for the Services the Service Provider shall be eligible to receive payments in accordance with the Terms of Payments Schedule (Schedule VI of this Agreement). Subject to the specific terms of the Service Level Agreement, the Service Provider submit its invoices in accordance with the following principles:</p> <p>i The Project Director, MEA shall be invoiced by the Service Provider for the Services. Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the Service Provider shall raise an invoice as per the terms of payment as stated in Schedule VI.</p> <p>ii Any invoice presented in accordance with this Article shall be in a form agreed with the Project Director, MEA.</p> <p>b. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment invoice. The Service Provider shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.</p> <p>c. Payments invoiced shall be made within 45 days of the receipt of invoice by the Project Director, MEA subject to</p>	<p>SCHEDULE V INVOICING AND SETTLEMENT SCHEDULE</p> <p>a. In respect of its remuneration for the Services the Service Provider shall be eligible to receive payments in accordance with the Terms of Payments Schedule (Schedule VI of this Agreement). Subject to the specific terms of the Service Level Agreement, the Service Provider submit its invoices in accordance with the following principles:</p> <p>i The Project Director, MEA shall be invoiced by the Service Provider for the Services. Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the Service Provider shall raise an invoice as per the terms of payment as stated in Schedule VI.</p> <p>ii Any invoice presented in accordance with this Article shall be in a form agreed with the Project Director, MEA.</p> <p>b. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment invoice. c. Payments invoiced shall be made within 30 days of the receipt of invoice by the Project Director, MEA subject to adjustments if any for the previous performance or penalty.</p> <p>d. The Project Director, MEA shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider under this Schedule where the Project</p>	Please refer to the corrigendum for the revised clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
102	Volume - III page no. 74	<p>1. The SLA measurement tool designed & developed by SP shall be tested and certified for its accuracy, reliability and completeness by the 3rd Party agency before it is deployed.</p> <p>i. If the SLA measurement tool and/or data equivalent to more than 5% of sample size is missing or unavailable for a particular SLA metric or if the tool is found to be unreliable then the quarterly credit for that metric would be counted as Zero (or lower if specified).</p> <p>ii. If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.</p> <p>iii. In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.</p> <p>iv. If the overall penalty applicable in any quarter during</p>	<p>1. The SLA measurement tool designed & developed by SP shall be tested and certified for its accuracy, reliability and completeness by the 3rd Party agency before it is deployed.</p> <p>i. If the SLA measurement tool and/or data equivalent to more than 5% of sample size is missing or unavailable for a particular SLA metric or if the tool is found to be unreliable then the quarterly credit for that metric would be counted as Zero (or lower if specified).</p> <p>ii. If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.</p> <p>iii. In case of one breach in the SLA, MEA shall have the right to invoke penalty of 5% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.</p> <p>iv. If the overall penalty applicable in any quarter during</p>	The Clause remains unchanged.
103	RFP Vol.1-3.2.(i)	MEA shall have the right to levy penalty on SP of Rs. 1 lakh per week of delay attributable to SP, in the milestones marked with (*) in the above table.	MEA shall have the right to levy penalty on SP of Rs. 1- 20,000 per week of delay attributable to SP, in the milestones marked with (*) in the above table. Notwithstanding anything else to the contrary, the overall penalties including Liquidated damages shall be capped to 5% of the amount of the contract period and the capping for each month shall be 5% of the monthly / quarterly invoice. Penalty/Liquidated Damages shall not be imposed if the delay is not attributable to the account of SP.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
104	RFP Vol.1-7.1	SP shall deploy manpower for operations and maintenance of the eMigrate system and in its proposal, bidders shall be required to provide the details such as qualification, total experience, relevant experience of manpower proposed to be deployed by them. The manpower deployment requirements include, but are not limited to:	Requesting MEA to provide an exhaustive list of manpower deployment requirements	The specific manpower required is indicated in the RFP at relevant section such as RFP Vol 1 Clause 7.1 (i) & (iii) and 7.3. In addition to these specific requirements, bidder shall assess the manpower requirement for the project based on the overall scope of work given in the RFP.
105	RFP Vol.1-7.4	SP shall provide Operations and Maintenance (O&M) support for the project for 5 years, and for the extended term, if any, from the date of Go-Live.	SP shall provide Operations and Maintenance (O&M) support for the project for 5 years, and for the extended term at mutually agreed terms and conditions, if any, from the date of Go-Live.	The Clause remains unchanged. The bidders may also refer to RFP Vol 2 Clause 6.6 (ii) .
106	RFP Vol.1-10.1.(i)	If the SLA measurement tool and/or data equivalent to more than 5% of sample size is missing or unavailable for a particular SLA metric or if the tool is found to be unreliable then the quarterly credit for that metric would be counted as Zero (or lower if specified).	Request you to delete this Clause	The Clause remains unchanged.
107	RFP Vol.1-10.1.(ii)	If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.	If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3 1% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1 0.5% instead of 3 1%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores pertaining to this contract only. Notwithstanding anything else to the contrary , the overall penalties including Liquidated damages shall be capped to 5% of the amount of the contract period and the capping for each month shall be 5% of the monthly / quarterly invoice. Penalty/Liquidated Damages shall not be imposed if the delay is not attributable to the account of SP.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
108	RFP Vol.1-10.1.(iii)	In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.	In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10 2% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores pertaining to this contract only. Notwithstanding anything else to the contrary, the overall penalties including Liquidated damages shall be capped to 5% of the amount of the contract period and the capping for each month shall be 5% of the monthly / quarterly invoice. Penalty/Liquidated Damages shall not be imposed if the delay is not attributable to the account of SP. In case of termination, MEA shall be responsible to pay the SP the following: a) Goods delivered till the date of termination b) Services rendered till the date of termination c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite SP's best efforts e) Unrecovered investments shall be paid by MEA as per termination schedule till the date of termination.	The Clause remains unchanged.
109	RFP Vol.1-10.1.(iv)	If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract.	If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract. In case of termination, MEA shall be responsible to pay the SP the following: a) Goods delivered till the date of termination b) Services rendered till the date of termination c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite SP's best efforts e) Unrecovered investments shall be paid by MEA as per termination schedule till the date of termination.	The RFP Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
110	RFP Vol. 2-2.8	The bid security of all unsuccessful bidders would be returned by MEA within 45 days of a bidder being notified by MEA as being successful	The bid security of all unsuccessful bidders would be returned by MEA within 45 days of a bidder being notified by MEA as being successful immediately after the selection of successful bidder.	Please refer to the corrigendum for the revised Clause.
111	RFP Vol. 2-3.4	The replacement requirement assessment will enable MEA to identify modification needed in assets, SLA, role and responsibility of IA, and other aspects of operational and financial arrangement in the eMigrate ecosystem. MEA, if it desires so, may extend the term of the incumbent SP as per Clauses defined for extension.	The replacement requirement assessment will enable MEA to identify modification needed in assets, SLA, role and responsibility of IA, and other aspects of operational and financial arrangement in the eMigrate ecosystem. MEA, if it desires so, may extend the term of the incumbent SP as per mutually agreed Clauses defined for extension.	The Clause remains unchanged.
112	RFP Vol. 2-3.5	Detailed provisions shall be made in the contract agreement to manage the exit of the SP from the project on maturity of the contract or due to premature termination of contract.	Detailed provisions at mutually agreed terms and conditions shall be made in the contract agreement to manage the exit of the SP from the project on maturity of the contract or due to premature termination of contract. . In case of termination, MEA shall be responsible to pay the SP the following: a) Goods delivered till the date of termination b) Services rendered till the date of termination c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite SP's best efforts e) Unrecovered investments shall be paid by MEA as per termination schedule till the date of termination.	Suggestion of the bidder is not accepted. However, to correct typographical error the clause is revised. Please refer to the corrigendum for revised clause.
113	RFP Vol. 2-4.8.a	The proposals shall be valid for a period of 12 months (Twelve months) from the date of opening of the proposals.	The proposals shall be valid for a period of 12 1 months- (Twelve one months) from the date of opening of the proposals.	Please refer to the corrigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
114	RFP Vol. 2-4.13.i	The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project.	The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. The cost of services are subject to change at mutually agreed terms and conditions in case of descoping / addition / Change requests in regards with the contract. Additional prices shall be charged if the change request / alteration / amendment / addition is outside of the scope mentioned in the RFP or for any additional services required to be provided which are not mentioned in RFP. In the absence of a signed Change Order, SP shall not be bound to perform any additional services not part of the commercial bid.	Please refer to the corrigendum for the revised Clause.
115	RFP Vol. 2-6.4	MEA reserves its right to modify any Clause of the agreement prior to signing and upon adequate notice to the bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award and forfeiture of Bid Security.	MEA reserves its right to modify any Clause of the agreement prior to signing and upon adequate notice to the bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award.	The Clause remains unchanged.
116	RFP Vol. 2-6.5.ii	The performance bank guarantee may be discharged/ returned by MEA upon being satisfied that there has been due performance of the obligations of the bidder under the contract.	The performance bank guarantee may be discharged/ returned by MEA upon being satisfied that there has been due performance of the obligations of the bidder under the contract.	The Clause remains unchanged.
117	RFP Vol. 2-6.5.iii	In the event of the bidder being unable to service the contract for whatever reason, MEA would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MEA under the contract in the matter, the proceeds of the PBG shall be payable to MEA as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. MEA shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 14 days of the notice date. MEA's decision in this respect will be final.	In the event of the bidder being unable to service the contract for whatever reason, MEA would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MEA under the contract in the matter, the proceeds of the PBG shall be payable to MEA as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. MEA shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 14 days of the notice date. MEA's decision in this respect will be final.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
118	RFP Vol. 2-6.5.iv	MEA shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.	MEA shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee , or from any other amount due to him pertaining to this contract only, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.	The Clause remains unchanged.
119	RFP Vol. 2-6.6.ii	Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on same terms and conditions and the payment shall be made to the SP on pro rata basis of the 5 years' O & M Cost proposed by the SP.	Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on mutually agreed terms and conditions and the payment shall be made to the SP on pro rata basis of the 5 years' O & M Cost proposed by the SP.	The Clause remains unchanged.
120	RFP Vol. 2-6.6.v	MEA shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to MEA and within time specified and acceptable to MEA.	MEA shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to MEA and within time specified and acceptable to MEA. However, additional cost shall be borne by MEA for any upgrade/replacements provided out of the scope of work during the warranty period..	The Clause remains unchanged.
121	RFP Vol. 2-6.6.vi	If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, MEA may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which MEA may have against the bidder under the contract.	If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, MEA may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which MEA may have against the bidder under the contract. However Successful Bidder's liability in this case will be limited to 10% of the value of the goods or services for which such option is exercised by MEA.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
122	RFP Vol. 2-6.6.vii	During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to MEA.	During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to MEA. However, additional cost shall be borne by MEA for any upgrade/replacements provided out of the scope of work during the warranty period..	The Clause remains unchanged.
123	RFP Vol. 2-6.7	Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the MEA shall cancel/annul the award given to the bidder and may decide to forfeit the Bid Security & Performance Bank Guarantee as the case may be and call for fresh bids.	Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the MEA shall cancel/annul the award given to the bidder and may decide to forfeit the Bid Security & Performance Bank Guarantee as the case may be and call for fresh bids. In case of termination, MEA shall be responsible to pay the SP the following: a) Goods delivered till the date of termination b) Services rendered till the date of termination c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite SP's best efforts e) Unrecovered investments shall be paid by MEA as per termination schedule till the date of termination.	The Clause remains unchanged.
124	RFP Vol. 3-1.2.d	If such a guarantee cannot be obtained within 30 days of the Project Director, MEA becoming aware of the change in Control, he/she may exercise MEA's right to terminate this Agreement and the SLA by issuing a written notice to SP within a further 30 days period, with termination becoming effective as specified in such notice.	If such a guarantee cannot be obtained within 30 days of the Project Director, MEA becoming aware of the change in Control, he/she may exercise MEA's right to terminate this Agreement and the SLA by issuing a written notice to SP within a further 30 days period, with termination becoming effective as specified in such notice. In case of termination, MEA shall be responsible to pay the SP the following: a) Goods delivered till the date of termination b) Services rendered till the date of termination c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite SP's best efforts e) Unrecovered investments shall be paid by MEA as per termination schedule till the date of termination.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
125	RFP Vol. 3-5.1.(i)	If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement	If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week month, then the Project Director, MEA, will serve a seven thirty days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement. In case of termination, MEA shall be responsible to pay the SP the following: a) Goods delivered till the date of termination b) Services rendered till the date of termination c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite SP's best efforts e) Unrecovered investments shall be paid by MEA as per termination schedule till the date of termination.	The Clause remains unchanged.
126	RFP Vol. 3-5.1.	In the event that either Party is in Breach of its obligations under this Agreement or the SLA, the aggrieved Party may terminate this Agreement or the SLA upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the Breach, which could include the following events and the termination will become effective: (i) If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement.	In the event that either Party is in material Breach of its obligations under this Agreement or the SLA, the aggrieved Party may terminate this Agreement or the SLA upon notice by giving thirty (30) days cure period to the other Party. Any notice served pursuant to this Article shall give reasonable details of the Breach, which could include the following events and the termination will become effective: (i) If there is material Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one month week , then the Project Director, MEA, will serve a thirty seven -days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
127	RFP Vol. 3-5.1.(ii)	<p>(ii) If there is a Breach which results out of MEA not handing over the site, if any, that was to be handed over by MEA under this Agreement to SP for exercise of the latter's obligations under this Agreement, SP not being provided with requisite access to the IT systems of the other departments/ agencies that need to be integrated with eMigrate system as required by this Agreement , or MEA not providing the certification of the Project Implementation Completion i.e. declaration of "Go-Live" without any valid reason, then MEA will be held responsible for the Breach. Unless provided otherwise in this Agreement, in the event of such a Breach SP may give one month's notice to MEA for curing the Breach. In the event the Breach continues, the Service Provider will have the option to terminate the Agreement subject to provisions of the Clause 5.3 and 5.4 of Article V and the Exit management Schedule (Schedule II) of this Agreement.</p>	<p>(ii) If there is a material Breach which results out of MEA not handing over the site, if any, that was to be handed over by MEA under this Agreement to SP for exercise of the latter's obligations under this Agreement, SP not being provided with requisite access to the IT systems of the other departments/ agencies that need to be integrated with eMigrate system as required by this Agreement , or MEA not providing the certification of the Project Implementation Completion i.e. declaration of "Go-Live" without any valid reason, then MEA will be held responsible for the Breach. Unless provided otherwise in this Agreement, in the event of such a Breach SP may give one month's notice to MEA for curing the Breach. In the event the Breach continues, the Service Provider will have the option to terminate the Agreement subject to provisions of the Clause 5.3 and 5.4 of Article V and the Exit management Schedule (Schedule II) of this Agreement. In case of termination, MEA shall be responsible to pay the SP the following:</p> <ul style="list-style-type: none"> a) Goods delivered till the date of termination b) Services rendered till the date of termination c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite SP's best efforts e) Unrecovered investments shall be paid by MEA as per termination schedule till the date of termination 	The Clause remains unchanged.
128	RFP Vol. 3-5.2	<p>Where a change of Control of the Service Provider has occurred whereby the Service Provider has merged into, amalgamated with or been taken over by another entity, due to which the majority shareholding of the Service Provider has been transferred to another entity, the Project Director, MEA can by sixty days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.</p>	<p>Where a change of Control of the Service Provider has occurred whereby the Service Provider has merged into, amalgamated with or been taken over by another entity, due to which the majority shareholding of the Service Provider has been transferred to another entity, the Project Director, MEA can by sixty days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period. In case of termination, MEA shall be responsible to pay the SP the following:</p> <ul style="list-style-type: none"> a) Goods delivered till the date of termination b) Services rendered till the date of termination c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite SP's best efforts e) Unrecovered investments shall be paid by MEA as per termination schedule till the date of termination. 	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
129	6.1.c	Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Service Provider is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, the Project Director, MEA will have the option to invoke the Performance Guarantee after serving a written notice of 30 days in advance on the Implementation agency.	Request you to delete this Clause	The Clause remains unchanged. However the Implementation Agency shall be read as Service Provider. Such typographical error shall be corrected at the time of signing the MSA.
130	RFP Vol. 3, Clause 6. ARTICLE VI – PROTECTION AND LIMITATIONS	As per RFP	Request you to cap it in the aggregate Limitation of Liability.	Please refer to the corrigendum for the revised clause.E158
131	Clause - 6.2 6.2 Third Party Claims	Subject to Clause 6.2b of this Article, Service Provider (the "Indemnifying Party") undertakes to indemnify the MEA (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.	Subject to Clause 6.2b of this Article, Service Provider (the "Indemnifying Party") undertakes to indemnify the MEA (the "Indemnified Party") from and against all actual, direct, reasonable, solely and proximately attributable losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
132	6.3	<p>6.3 Limitation of Liability</p> <p>a. Notwithstanding what has been stated elsewhere in this Agreement, there shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud.</p>	<p>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of SP for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to contract value.</p>	<p>Please refer to the corrigendum for the revised clause.</p>
133	6.7 Audit, Access and Reporting	<p>b. The Service Provider shall, on request, allow access to the MEA and its nominees to all information which is in the possession or control of the Implementation agency, which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.</p>	<p>b. The Service Provider shall, on request, allow reasonable access to the MEA and its nominees to all applicable information which is in the possession or control of the Implementation agency, which directly relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.</p>	<p>The Clause remains unchanged.</p>
134	RFP Vol. 3 Clause 8.2 &	<p>b. Implementation agency shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, and also that such personnel have appropriate qualifications and experience to perform the Services. The MEA shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that the Project Director, MEA requests that any Service Provider personnel be removed or replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days.</p>	<p>b. Implementation agency shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, and also that such personnel have appropriate qualifications and experience to perform the Services. The MEA shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that the Project Director, MEA requests that any Service Provider personnel be removed or replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 30 working days.</p>	<p>The Clause remains unchanged.</p>

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
135	RFP Vol. 3-Schedule I,1.i	The Service Provider will endeavor, wherever reasonably practicable, to effect change without an increase in the amount payable to the SP as stated in the Terms of Payment Schedule and the Project Director, MEA will work with the Service Provider to ensure that all changes are discussed and managed in a constructive manner.	The Service Provider will endeavor, wherever reasonably practicable, to effect change without an increase in the amount payable to the SP as stated in the Terms of Payment Schedule and the Project Director, MEA will work with the Service Provider to ensure that all changes are discussed and managed in a constructive manner. The cost of services are subject to change at mutually agreed terms and conditions in case of descoping / addition / Change requests in regards with the contract. Additional prices shall be charged if the change request / alteration / amendment / addition is outside of the scope mentioned in the RFP or for any additional services required to be provided which are not mentioned in RFP. In the absence of a signed Change Order, SP shall not be bound to perform any additional services not part of the commercial bid.	The Clause remains unchanged.
136	RFP Vol. 3-Schedule I,1.2.c	It is hereby also clarified that any change as agreed between the Parties to be within the scope of services defined above to be provided by the SP and before project 'Go-Live' shall not entitle the SP to ask for any additional amount to be paid by the MEA. Further, the payment for the changes brought in after project certification and 'Go-Live' date will be calculated on the basis of man-month rate quoted by the Service Provider in its commercial proposal submitted by the SP in response to the RFP and estimated man-month effort to be submitted by the Service Provider prior to taking up the change of control event and accepted by the Project Director, MEA.	It is hereby also clarified that any change as agreed between the Parties to be within the scope of services defined above to be provided by the SP and before project 'Go-Live' shall not entitle the SP to ask for any additional amount to be paid by the MEA. Further, the payment for the changes brought in after project certification and 'Go-Live' date will be calculated on the basis of mutually agreed man-month rate quoted by the Service Provider in its commercial proposal submitted by the SP in response to the RFP and estimated man-month effort to be submitted by the Service Provider prior to taking up the change of control event and accepted by the Project Director, MEA. The cost of services are subject to change at mutually agreed terms and conditions in case of descoping / addition / Change requests in regards with the contract. Additional prices shall be charged if the change request / alteration / amendment / addition is outside of the scope mentioned in the RFP or for any additional services required to be provided which are not mentioned in RFP. In the absence of a signed Change Order, SP shall not be bound to perform any additional services not part of the commercial bid.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
137	RFP Vol. 3-Schedule II,2.2.b	In case of contract being terminated by MEA or by SP, MEA reserves the right to ask SP to continue running the project operation for a period of 6 months after termination notice is issued.	In case of contract being terminated by MEA or by SP, MEA reserves the right to ask SP to continue running the project operation for a period of 6 months at mutually agreed terms and conditions after termination notice is issued.	Please refer to the corrigendum for the revised Clause.
138	RFP Vol. 3-Schedule II,2.9.d	The terms of payment as stated in the Terms of Payment Schedule are deemed to include the costs of the Service Provider complying with its obligations under this Schedule.	The terms of payment as stated in the Terms of Payment Schedule are deemed to include the costs of the Service Provider complying with its obligations under this Schedule. In case of termination, MEA shall be responsible to pay the SP the following: a) Goods delivered till the date of termination b) Services rendered till the date of termination c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite SP's best efforts e) Unrecovered investments shall be paid by MEA as per termination schedule till the date of termination.	The Clause remains unchanged.
139	Non Hire Clause	Clause not present in RFP	MEA acknowledges that personnel to be provided by the SP represent a significant investment in recruitment and training, the loss of which would be detrimental to SP's business. In consideration of the foregoing, MEA agrees that for the term of this Agreement and for a period of one year thereafter, MEA will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any of the SP's employee, or induce any such individual to leave the employment of the SP. For purposes of this Clause, a SP employee means any employee or person who has who has been involved in providing services under this Agreement.	The suggestion is not agreed to.
140	Saving Clause	Clause not present in RFP	SP'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 SP's performance is effected , delayed or causes non-performance due to MEA's omissions or actions whatsoever.	The suggestion is not agreed to.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
141	Deemed Acceptance	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by MEA in the event when MEA has not submitted its acceptance or rejection response in writing to SP within 15 days from the date of installation/ commissioning or when MEA uses the Deliverable in its business, whichever occurs earlier. Parties agree that SP shall have 15 days time to correct in case of any rejection by MEA.	The suggestion is not agreed to.
142	Change order	Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. SP will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, SP shall not be bound to perform any additional services not part of the commercial bid.	The suggestion is not agreed to.
143	Termination by bidder	Clause not present in RFP	SP may terminate the Agreement upon written notice to MEA in the event that MEA commits a material breach of the Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice. . In the event of termination, MEA shall pay SP for goods & services rendered till the date of termination.	The suggestion is not agreed to.
144	Variance in Minimum Wages	Clause not present in RFP	SP undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the MEA wants the SP to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, MEA will support SP with change request for additional cost incurred by SP for complying to new minimum wages. SP will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	The suggestion is not agreed to.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
145	Irrevocable document	Clause not present in RFP	Notwithstanding anything contained elsewhere, the Request for Proposal and/or contract signed between MEA and the successful SP/SP ("Contract") shall specify the document to be issued by MEA for procuring the deliverables ("Procuring Document"). Such Procuring Document shall – (a) Be solely governed by the terms and conditions of the Contract (b) Make an express reference to the Contract It is also clarified that no pre-printed terms and conditions mentioned in the Procuring Document shall apply to the successful bidder/SP.	The suggestion is not agreed to.
146	Risk and Title	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the MEA upon delivery of such products to the MEA	The suggestion is not agreed to.
147	ERV	Clause not present in RFP	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."	The suggestion is not agreed to.
148	SNR	Clause not present in RFP	MEA hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. MEA agrees that SP shall not be in any manner be liable for any delay arising out of MEA's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the MEA	The suggestion is not agreed to.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
149	Pass Through Warranty	Clause not present in RFP	Since SP is acting as a reseller of completed products, SP shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the MEA shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that SP shall not provide any additional warranties and indemnities with respect such products.	The suggestion is not agreed to.
150	Limitation of Liability	Clause not present in RFP	<p>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of SP for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to contract value.</p>	The suggestion is not agreed to.
151	3.4. Design, Development & Testing of Core Application Software	The SP may consider reusing the existing modules of eMigrate software wherever feasible. After new eMigrate application software becomes Go-Live the existing eMigrate software and related hardware will be decommissioned.	<p>PI provide details -</p> <ol style="list-style-type: none"> 1. What is the technology stack of the existing eMigrate software. 2. Do we have code quality of the existing eMigrate software. Kindly share if available. 	The present eMigrate solution is hosted on IBM stack. The Hardware and S/W BoM is provided in the Corrigendum. The existing code is functioning well at the moment except that the eMigrate website is not supported on the latest versions of browsers because of existing hardware supports only TLS 1.0. As a workaround users are advised to use older versions of browsers, at the moment.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
152	6.19 Document Management Service	The functional specifications of the document management service are provided below	1. How are documents managed in existing eMigrate software. 2. Can we reuse the same document management system or propose a new system.	The documents are managed through IBM File Net and NFS both. Existing document management system can be used by the SP, subject to the arrangement of the AMC/ ATC of the existing Hardware/ system software by the bidders.
153	6.20 Authentication service	The functional specifications of the authentication service are provided below	1. How is authentication managed in existing eMigrate software. 2. Can we reuse the same authentication mechanism or propose a new tool.	IBM LDAP is used for authentication in existing software. Existing authentication system can be used by the SP, subject to the arrangement of the AMC/ ATC of the existing Hardware/ system software by the bidders.
154	6.25 Integration Requirements	6.25 Integration Requirements	Kindly share details of all integration touch points for each integrating application with the new eMigrate application.	The integration requirements are given in clause 6.25 of RFP Vol I. For further details of integration, the SP shall be required to study the existing system in detail as per the project timelines given in the RFP.
155	5.4.10 Content Management System	5.4.10 Content Management System	1. Any content management system used in existing eMigrate software. 2. Can we reuse the same content management system or propose a new system.	The Clause 5.4.10 of RFP Vol 1 stands deleted. However based on the functional requirements given in the RFP, bidders may do their own assessment of need of any content management system.
156	Vol-I; 4.3 Prequalification Proposal; pg-18	v) The bidder should have successfully completed implementation of at least 2 IT projects (including both supply of bespoke software and hardware) during the last 5 years wherein the value for those projects should be at least Rs. 50 crores. This should be evidenced by a certificate issued by the authorized signatory of the concerned client organization.	Request you to modify the criteria as below - 'The bidder should have successfully completed implementation of at least 2 IT projects (including both supply of bespoke/COTS software and hardware) during the last 5 10 years wherein the value for those projects should be at least Rs. 50 crores. This should be evidenced by a certificate issued by the authorized signatory of the concerned client organization or issued by the Company Secretary from the Bidder's organisation.'	Please refer to the corrigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
157	Vol-I 5.6 Opening and Evaluation of Technical Proposals	vi) 3) Note: The bidder must submit completion certificate, work order and progress report to substantiate the information provided	Request you to modify the criteria as our projects are under Non Disclosure Agreement and confidentiality, as given below - 'vi) 3) Note: The bidder must submit completion certificate, and progress report duly signed by the company secretary of the bidder, to substantiate the information provided'	The Clause remains unchanged.
158	Vol-I; 5.6 Opening and Evaluation of Technical Proposals	vi) 4) Note: The bidder must submit completion certificate, work order and progress report to substantiate the information provided	Request you to modify the criteria as our projects are under Non Disclosure Agreement and confidentiality, as given below - 'vi) 3) Note: The bidder must submit completion certificate, and progress report duly signed by the company secretary of the bidder, to substantiate the information provided'	The Clause remains unchanged.
159	Vol-I; 5.6 Opening and Evaluation of Technical Proposals	vi) 3. Past Experience in e-Governance Project (10 years)	We understand that the bidder can showcase the projects which have been implemented & currently under O&M phase and the project where implementation and O&M Phase have been completed. Pl Confirm	The projects implemented can be showcased if the project value till completion of implementation phase is at equal to or more than the value mentioned in the revised scoring criteria. Please refer to the Apendix 1 of corigendum for the revised scoring criteria.
160	Vol-I; 5.6 Opening and Evaluation of Technical Proposals	vi) 4. Past Experience in IT Project (10 years) 3 projects	We understand that the bidder can showcase the projects which have been implemented & currently under O&M phase and the project where implementation and O&M Phase have been completed. Pl Confirm	The projects implemented can be showcased if the project value till completion of implementation phase is at least the value of mentioned in the revised scoring criteria. Please refer to the Apendix 1 of corigendum for the revised scoring criteria.
161	RFP Volume 1 3.2 Project Timelines	Design, development and testing of new core application	The RFP states that Completion of New core application software development, unit & integration testing and offer for UAT by MEA is to be completed by T+20 weeks (in effect 12 weeks after submission of SDD. This is very aggressive timelines and we see a risk in meeting the Go-Live timeline. We request you to please provide minimum 6 months for development and testing which is more realastic timelines.	Please refer to the corigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
162	RFP Volume 1, 2 and 3	As per RFP	In RFP it has been mentioned at a number of places 'not limited to', 'etc', therefore request you to kindly delete these phrases/words from the Scope of Work and SLA's as they make the scope of work unlimited for the bidder to participate and access	The terms 'not limited to', 'etc.' should be read in the context of scope of work given in the RFP
163	Volume II, Page No 16, Section 4.3, point 2	"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.	C-DAC is a scientific society of MeitY, Government of India and have shouldered the responsibility (development as well as Operations & Maintenance) of many eGovernance projects across a spectrum of technical domains. We request you to allow us to bid for the project	Please refer to the corrigendum for the revised Clause.
164	Volume II, page no 18, point a	The bidder (all members in case of consortium) should be a company incorporated in India, as evidenced by the Certificate of Incorporation issued by the Registrar of Companies and certificate of shareholding issued by the respective Company Secretary.	As CDAC is a society of MeitY, Govt of India, Kindly allow us to submit proof as memorandum of association, Society Registration Certificate.	Please refer to the corrigendum for the revised Clause.
165	RFP Volume 2, Page 13, Section 3.3, Point (iii)	No payment shall be made before the project is declared Go-Live as prescribed in the RFP.	We request that 10% of advance payment against project value be made at time of MSA Sign-off	Please refer to the corrigendum for the revised Clause.
166	RFP Volume 1, Page 11, Section 3.2	Completion of User Acceptance Testing (UAT)/ Functional Testing by MEA	Who will be responsible for preparing MEA based UAT plan and test cases? What are the timelines for sharing them with SI?	Bidder shall prepare the Test plan and Test cases for UAT by MEA users.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
167	RFP Volume 1, Page 11, Section 3.2	Offer the Application for Audit, acceptance, Testing and certification for 3rdParty Audit Agency*	The timelines for 3PAA to complete audit and UAT is not indicated but timeline for completion to close those observation is marked for T+30 weeks. Kindly include the timelines for 3PAA UAT report submission as well. Also who will be responsible for preparing 3PAA UAT test plan and test cases? Will they be different from the ones being carried out by MEA?	Please refer to the corrigendum for the revised Clause.
168	RFP Volume 1, Page 14, Section 3.6	SP shall be responsible for hosting the core application software and the related IT Infrastructure in a on-premises collocated caged facility along with a disaster recovery site, at a DC/ DR setup adhering to the Tier-3 and above norms of TIA 942 guidelines for setting up DC and DRC. Space for housing the data center and disaster recovery center shall need to be procured/ leased by the SP. Both DC and DRC should be in different seismic zones.	Can cloud based deployment and commissioning be considered? Are there any preferences with respect to locations for DC and DRC?	Please refer to the corrigendum for the revised Clause.
169	RFP Volume 1, Page 27, Section 5.4.6	Redundancy of N+1 shall be made available with respect to servers hosting all the critical components of architecture including web, application, database, and DNS in high-availability mode. Server(s) requirement. Server clusters shall be implemented in active-active mode Except for DB servers which shall be in active-passive mode.	Whether it is mandatory for deployments on physical servers or whether VM and/or container based deployments will be allowed. In that case the VM counts could be significantly higher than the number of physical servers.	Please refer to the corrigendum for the revised Clause.
170	RFP Volume 1, Page 28, Section 5.4.7	Restricted areas of the application should be accessible only by using the userid, password, and mobile OTP (as per the requirement of Division	Is Mobile OTP required for each login attempt? Is OTP required for fresh logins after session timeouts? Does it require device authentication?	Mobile OTP is required for each login attempt. Further requirements can be finalized at the stage of Requirement gathering phase.
171	RFP Volume 1, Page 67	umber of trainees participants from POEs, PGE Office Users, RAs etc - 1500	Will training be online over web conferencing?	The training shall be through web meeting software to be arranged by the SP
172	RFP Volume 1, Page 77, SLM2	Availability of all systems, services & network links at central system (DC, DRC) (Needed with a Ping interval 2 minutes)	It is quite possible that one of the links may experience outage but connectivity won't suffer because of redundancy through alternate link. In that case, the outage of one link won't be counted while calculating the availability for network, right?	Yes

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
173	RFP Volume 3, Page 43	<p>Implementation agency shall not subcontract to other parties, or the declared list of subcontractors included in the proposal of the SP submitted to MEA in response to the RFP, any part of the following works related to the implementation of PROJECT to be performed under this Agreement.</p> <p>(i) Design, Development, Testing and Implementation of eMigrate Application Software</p> <p>(ii) Setup, and Operation and Maintenance of Infrastructure relating to Data Center, Disaster Recovery Center, Network</p> <p>(iii) However, any other sub-contractors may be hired by the Service Provider without the Project Director, MEA's prior written consent in respect of other works. It is clarified that the Service Provider shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Service Provider undertakes to indemnify the MEA or its nominated agencies from any claims on the grounds stated hereinabove.</p>	Whether help desk activities could be sub-contracted?	Help desk activities are not part of the Scope of Work of the SP. eMigrate Helpdesk related activities are conducted by M/s VFS Global in coordination with eMigrate Implementation Agency. The same arrangement shall continue. The SP shall require to provide a ticket management tools for helpdesk staff for raising the incidents/ tickets.
174	RFP Volume 3, Page 61	50% of [Capex for eMigrate Solution and Change Management Expenditure quoted by the SP] shall be paid upfront by MEA on successful certification and Go-Live.	We request that 70% capex payment be made at time of Go-Live	Please refer to the corrigendum for the revised Clause.
175	Additional clarification		Are there requirements for travel, deployment, on-site support outside India? If yes, are those costs to be factored in in bid?	No
176			We strongly recommend that MEA should mandate use of Open Source and Open Standards based Software Stack for implementing eMigrate V2 as recommended by Policy on Adoption of OSS (F.No. 1(3)/2014 – EG II)	The bidder shall propose the solution as per the requirements given in the RFP.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
177	page 36, section 6.5, vol 2	(ii) This Performance Bank Guarantee will be for an amount equivalent to 3% of contract value. For this purpose, the contract value shall be the Total eMigrate Solution Cost (TC) quoted by the bidder in its Commercial Proposal as per the specified format. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid for sixty days after the end of Service Provider contract period. Subject to the terms and conditions in the performance bank guarantee, the performance bank guarantee will lapse automatically on its expiry date.	Can a government organization get a waiver for PBG ?	No
178	Volume III, Page 74, Point 1	The SLA measurement tool designed & developed by SP shall be tested and certified for its accuracy, reliability and completeness by the 3rd Party agency before it is deployed	Please confirm that the third party agency will be arranged by MEA.	Yes. The 3PAA audit agency shall be engaged by the Division at the cost of MEA.
179	Volume II, Page 16, Point ii (a)	a) A board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP/ bid process.	Being a Scientific society of Government of India, we request a waiver for this.	Necessary Authorisation issued by the competent authority in the bidder organisation may be submitted by such bidder.
180	Volume III, page 23, section 2.6, point a	The Parties will cooperate reasonably to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the Service Provider to provide the Services. The costs of such Approvals shall be borne by the Implementation Agency.	MEA is requested to clear the scope of such approvals since the costs is to be borne by the IA. It is requested that MEA bear the cost of such approvals in case of undefined boundaries.	Bidders are required to assess if they need any such approvals for providing the services identified in scope of work of SP.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
181	Sub Clause '5.iv.d' on page no. 18 of main Clause 4.3 'Prequalification Proposal' of Volume 2 'Commercial & Bidding Terms'	The bidder (prime bidder in case of consortium) should have earned revenues of Rs. 100 crore or more from the IT business in each of the last 3 financial years, as evidenced by the audited financial statements of the company for the respective financial years.	It is requested that the revenue from both IT & ITES businesses may please be considered against this requirement as most of the organisations book IT/ITES revenue under the same head. The value of revenue can be increased if required. Beside, large projects have components involving both the IT and ITES services.	Please refer to the corrigendum for the revised Clause.
182	Sub Clause 'vi.3' on page no. 30 of main Clause 5.6 'Opening and Evaluation of Technical Proposals' of Volume 2 'Commercial & Bidding Terms'	Past Experience in e-Governance Project (10 years) > 5 or more completed e-Governance projects worth at least Rs. 50 Crores. > 4 completed e-Governance Projects worth Rs. 50 crores. And so on.....	It is requested that this criteria may please be relaxed to include single project of appropriate value against the requirement of multiple projects as the complexity of managing such large project are quite similar or more than managing multiple small project. For Eg. single project INR 250 Cr against the requirement of 5 or more project of INR 50 Cr.	Please refer to the corrigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
183	Sub Clause 'vi.3' on page no. 30-31 of main Clause 5.6 'Opening and Evaluation of Technical Proposals' of Volume 2 'Commercial & Bidding Terms'	Manpower Strength [IT PROFESSIONALS] >More than =10,000 >More than =5,000 but less than 10,000 IT Professionals And so on....	The requirement is quite restrictive as most IT organisation shall not be able to comply with this. It is requested to please relax this requirement.	Please refer to the corrigendum for the revised Clause.
184	Sub Clause 'v' on page no. 18 of main Clause 4.3 'Prequalification Proposal' of Volume 2 'Commercial & Bidding Terms'	The bidder (prime bidder in case of consortium) should have successfully completed implementation of at least 2 IT projects (having both supply of bespoke software and hardware and implementing the complete IT solution) during the last 5 years wherein the value for those projects should be at least Rs. 50 crores. This should be evidenced by a certificate issued by the authorized signatory of the concerned client organization.	It is understood that Go-Live/ Completion Certificate/ Experience Certificate/ Acceptance Certificate issued by client organization shall be considered against this requirement as different organisations have different format to certify work done. Kindly Confirm.	The certificate should mention the completion state of the work.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
185	Sub Clause 'vi' on page no. 29-33 of main Clause 5.6 'Opening and Evaluation of Technical Proposals' of Volume 2 'Commercial & Bidding Terms'	Only the bidders, whose proposals score a total Technical score of 70 (Seventy) or more, will qualify for the evaluation of their Commercial proposals. In addition, the bidders are also required to score the minimum cut-off mark defined for each area as explained in the table:	As per our understanding bidders can form consortium to enhance their capabilities and jointly meet the technical scoring parameters. Kindly confirm.	Please refer to the corrigendum for the revised Clause.
186	Clause no. 3.3 'Terms of payment for SP' on page no. 13-14 of Volume 2 'Commercial & Bidding Terms'	No payment shall be made before the project is declared Go-Live as prescribed in the RFP.	<p>You will appreciate that geo-political situation due to Pandemic & conflict in eastern Europe leads to volatility in dollar rate, chipsets traffics, logistics and lead time. The delivery timelines of various OEMs are stretched over 6 to 9 months. Also, OEMs are asking up-front payments to stick to these timelines.</p> <p>In view of above, it is requested payment milestone may please to co-located with SRS, SDD, Procurement of Hardware, Migration of Legacy Data, Provisioning of Network Connectivity, Training etc. to enable better cash & ontime time delivery of services.</p> <p>It is also requested that atleast 80% of the capex cost shall be made till Go-Live against above milestone so that the project can be done within the estimated value of work.</p> <p>This will not only enable better cash flow but also bring down the project cost with the estimated budget.</p>	Please refer to the corrigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
187	Volume 1 Functional, Technical & Operational Requirements	5. Technical Requirements	Can we use container orchestration like OpenShift ,eks or AKS ?	The bidder shall propose the solution as per the requirements given in the RFP.
188	Volume 1 Functional, Technical & Operational Requirements	5. Technical Requirements	Do you have any preference for any cloud provide like AWS or any cloud is fine?	For hosting requirements, please refer to the corrigendum for the revised Clause.
189	Volume 1 Functional, Technical & Operational Requirements	7.3 Change Management Requirements	What is the frequency of change/release?	To be decided as and when required.
190	Volume 1 Functional, Technical & Operational Requirements	5. Technical Requirements	Open Source products can be used or only enterprise one	The bidder shall propose the solution as per the requirements given in the RFP.
191	Volume 1 Functional, Technical & Operational Requirements	5. Technical Requirements	On premise or cloud deployment - Which is preferred?	For hosting requirements, please refer to the corrigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
192	Volume 1 Functional , Technical & Operational Requirements	5.2 Users	What is the maximum number of concurrent users expected on the application?	Please refer to RFP Vol 1 Clause 12.1
193	Volume 1 Functional , Technical & Operational Requirements	6.20 Authentication service	Is there a need for a new auth service or any existing sso or oauth implementation already present?	Please refer to the response of the query given above at Sr. No. 153.
194	Volume 1 Functional , Technical & Operational Requirements	5.4.4 Architectural Requirements	Data storage is preferred to be on-cloud or on-premise?	For hosting requirements, please refer to the corrigendum for the revised Clause.
195	Volume 1 Functional , Technical & Operational Requirements	5. Technical Requirements	SQL or NOSQL solutions preferred ?	The bidder shall propose the solution as per the requirements given in the RFP.
196	Volume 1 Functional , Technical & Operational Requirements	5.4 Presentation layer	Any enterprise cache preferred. Redis, Hazlecast.	The bidder shall propose the solution as per the requirements given in the RFP.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
197	Volume 1 Functional , Technical & Operational Requirements	6.25 Integration Requirements	Should it have support for polyglot services?	The bidder shall propose the solution as per the requirements given in the RFP.
198	Volume 1 Functional , Technical & Operational Requirements	6.25 Integration Requirements	Is there any integration with other external systems? : Ex : Using ESB, Kafka.	The bidder shall propose the solution as per the requirements given in the RFP.
199	Volume 1 Functional , Technical & Operational Requirements	6.17 User administration service	Can you please share the user volume in each categories ?	Users details are provided in clause 5.2 of RFP Vol 1.
200	Volume 1 Functional , Technical & Operational Requirements	6. Functional Requirements	Do you have any mock ups for the UI?	The bidder shall propose the solution as per the requirements given in the RFP.
201	Volume 1 Functional , Technical & Operational Requirements	6.26 Public Portal (Website) Requirement	Any internationalization? Languages Support?	The bidder shall propose the solution as per the requirements given in the RFP.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
202	Volume 1 Functional , Technical & Operational Requirements	1.1. Background	Is there any geography restriction or domain specific standards?	The bidder shall propose the solution as per the requirements given in the RFP.
203	Volume 1 Functional , Technical & Operational Requirements	5. Technical Requirements 6. Functional Requirements	How many documents minimum and maximum can a user upload in one application?	Please refer to the functional requirements section for the document related requirements for various services.
204	Volume 1 Functional , Technical & Operational Requirements	7.4.2.9 Security Management	Are there any specific CyberSecurity guidelines available or we can use the industry standard guidelines of CyberSecurity for application development?	Please refer to clause 9 of RFP Vol 1.
205	Volume 1 Functional , Technical & Operational Requirements	9. Compliance & Adherence to Standards	Can you please share the data encryption requirements?	Data encryption requirements are given at sub clause 2.2.1 under clause 5.4.7.
206	Volume 1 Functional , Technical & Operational Requirements	8. Migration of Data from existing stack to proposed stack	Please specify the requirements in terms of migration. Are transactional data going to be migrated? Declarations from the existing system to the new system? If so, Will this data be view only?	Detailing of exact requirement shall be done at Requirement gathering phase. At this stage, bidders can plan their solution as per requirements given in RFP.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
207	Volume 1 Functional, Technical & Operational Requirements	7.4.2.8 Backup & Disaster Recovery Management	How long is the archived data intended to be kept in the new system?	For the whole duration of the project.
208	Vol-1 Point-V of Section 3.2. Project Timelines	Completion of New core application software development, unit & integration testing and offer for UAT by MEA*: T + 20 weeks	Please change "Completion of New core application software development, unit & integration testing and offer for UAT by MEA*: T + 30 weeks"	Please refer to the corrigendum for the revised Clause.
209	Vol-1 Point-VIII of Section 3.2. Project Timelines	Offer the Application for Audit, acceptance, Testing and certification for 3rd Party Audit Agency* : T + 24weeks	Please change "Offer the Application for Audit, acceptance, Testing and certification for 3rd Party Audit Agency* : T + 34weeks"	Please refer to the corrigendum for the revised Clause.
210	Vol-1 Point-X of Section 3.2. Project Timelines	Roll out of new core application* T+32	Roll out of new core application* T+42	Please refer to the corrigendum for the revised Clause.
211	Vol-2, Page-11 Clause-II of Section 2.9 Consortium and subcontracting	The sole responsibility of the project would be that of the Prime Bidder only	Please change "Both the consortium partner would be sole responsible for the project"	Please refer to the corrigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
212	Vol-2, Page-13 Clause-II of Section 3.3 Terms of payment for SP	No payment shall be made before the project is declared Go-Live as prescribed in the RF	Please change "70% of the of infra development would be deliver after the delivery of the component and 50% Application Development part would be paid before the go live rest payment would be paid after Go live of the eMigrate solution"	Please refer to the corrigendum for the revised Clause.
213	Vol-2, Page-13 Clause-IV of Section 3.3 Terms of payment for SP	50% of [Capex for eMigrate Solution and Change Management Expenditure quoted by the SP] shall be paid upfront by MEA on successful certification and Go-Live.	Please change "70% of the of infra development would be deliver after the delivery of the component and 50% Application Development part would be paid before the go live rest payment would be paid after Go live of the eMigrate solution"	Please refer to the corrigendum for the revised Clause.
214	Vol-2, Page-18 Clause-5-IV.b of section 4.3 Prequalification Proposal	The company (all members in case of consortium) should have been in operation for at least 5 years as of 31-03-2022, as evidenced by the Certificate of Commencement of Business issued by the Registrar of Companies.	Please change "The company (all members in case of consortium) should have been in operation for at least 10 years as of 31-03-2022, as evidenced by the Certificate of Commencement of Business issued by the Registrar of Companies."	Please refer to the corrigendum for the revised Clause.
215	Vol-2, Page-18 Clause-5-IV.c of section 4.3 Prequalification Proposal	The bidder (prime bidder in case of consortium) should have a net worth Rs. 100 crore or more as on the last financial year end date as evidenced by the audited balance sheet for the last financial year (2020-21)	Please change "The bidder (prime bidder in case of consortium) should have a net worth Rs. 200 crore or more as on the last financial year end date as evidenced by the audited balance sheet for the last financial year (2020-21)"	Please refer to the corrigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
216	Vol-2, Page-18 Clause-5-IV.d of section 4.3 Prequalification Proposal	The bidder (prime bidder in case of consortium) should have earned revenues of Rs. 100 crore or more from the IT business in each of the last 3 financial years. Revenues from the ITES business (if any) shall not be considered for satisfying the revenue criteria specified above and therefore the financial statements must distinctly describe the revenue heads. The term ITES has been used here to imply the meaning generally accepted in the industry, that is, serving an outsourcer agency by carrying out a specific business task of agency using IT.	please change "The bidder (prime bidder in case of consortium) should have earned revenues of Rs. 200 crore or more from the IT based in each of the last 3 financial years. Revenues from the ITES business (if any) shall be considered for satisfying the revenue criteria specified above.	Please refer to the corrigendum for the revised Clause.
217	Vol-2, Page-18 Clause-5-IV.d of section 4.3 Prequalification Proposal	The bidder (prime bidder in case of consortium) should have been certified for ISO 9001 and SEI CMMi level 3 (or higher) during last one year at the least and the certificate should be valid till 31-03-2022 or later. This should be evidenced by a certificate issued by the respective certifying agencies.	The bidder (prime bidder in case of consortium) should have been certified for ISO 9001 and any CMMi level 3 (or higher) during last one year at the least and the certificate should be valid till 31-03-2022 or later. This should be evidenced by a certificate issued by the respective certifying agencies.	The Clause remains unchanged.
218			Request for detail discussion with user on existing data which is required to be migrated before tender submission	The bidder shall propose the solution as per the requirements given in the RFP.
219	Volume 2 2.3 Key Activities and Dates	Last Date of Submission of Bids	We would request MEA, an extension of 2 weeks for submission of bid i.e. till 10-Jun-2022. This will help to put together a comprehensive response	Please refer to the corrigendum for the revised bid submission date
220	Volume 1 3.1. Scope of work for the Service Provider	(b) Supply, installation, configuration and commissioning of server side and other hardware including system software required for upgradation (c) Commissioning of Network Connectivity	We request MEA to exclude Points b and c scope. All hardware/ Networking components to have separate tender through GEMS	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
221	Volume 2 5.6 Opening and Evaluation of Technical Proposals	Past Experience in e Governance Project (10 years)	We request MEA to reduce the Clause "5 or more completed e Governance projects worth at least Rs. 20 Crores (instead of 50 Crores)".	Please refer to the corrigendum for the revised Clause.
222	Volume 2 5.6 Opening and Evaluation of Technical Proposals	Past Experience in IT Project (10 years) 3 projects	We request MEA to reduce this Clause "4 completed projects each worth more than Rs.20 crores (Instead of 100 Crores)"	Please refer to the corrigendum for the revised Clause.
223	Volume 3	IPR Warranty	Suggestion: We request MEA to included following Clause" Company may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that company own in performing the Services. Notwithstanding the delivery of any Reports, Company retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Company compile and retain in connection with the Services (but not Client Information reflected in them).Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
224	Volume 3 LIMITATION OF LIABILITY	Limitation of the Bidder's Liability towards the Purchaser	<p>Suggestion: We request MEA to include following Clause under Limitation of Liability: "The Client (and any others for whom Services are provided) shall not recover from shortlisted bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from shortlisted bidder, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services."</p>	Suggestion is not agreed to.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
225	Volume 3 CONFIDENTIALITY	Confidentiality	<p>Suggestion: We request MEA to include following Clause for confidentiality: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.</p>	Suggestion is not agreed to.
226	Volume 3 TERMINATION OF CONTRACT	Termination	<p>Suggestion: We request MEA to include following Clause under Termination: Shortlisted bidder may terminate this Agreement, or any particular Services, immediately upon written notice to Client if Shortlisted bidder reasonably determine that Shortlisted bidder can no longer provide the Services in accordance with applicable law or professional obligations. EY may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations.</p>	Suggestion is not agreed to.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
227	Volume 3 FORCE MAJEURE	Force Majeure	<p>Suggestion: It is recommended to add below Clause to under Force Majeure to facilitate remote working (EP to evaluate the requirement of below Clause)</p> <p>(ii) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>(iii) Where EY Personnel are required to be present at Client's premises, EY will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an EY resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	Suggestion is not agreed to.
228	Volume 1	Document Management Service	Do SP requires to develop a DMS for the documents uploaded by applicants along with Application.	The bidder shall be required to do its own assessment and propose the solution as per the requirements given in the RFP.
229	Volume 1 Setting up Data Center and Data Recovery Centre	Setting up Data Center and Data Recovery Centre	It is requested to clarify if there is any specific preferred location for establishment of DC and DRC?	Please refer to the corrigendum for the revised Clause.
230	Volume 1 Setting up Data Center and Data Recovery Centre	Setting up Data Center and Data Recovery Centre	It is requested to clarify if SP needs to do Data mining/ data purification while migration.	Detailing shall be done at the time Requirement gathering phase.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
231	Volume 2 Revenue of the company (The 100 Crore or more in IT business	4. Revenue of the company (The 100 Crore or more in IT business	It is requested to clarify if this means only SI work or IT consulting or IT manpower services.	Please refer to the corrigendum for the revised Clause.
232	Volume 2 Prequalification Proposal	Prequalification Proposal	It is requested to consider CMMI level 5 certification for such kind of projects of national importance	Suggestion is not agreed to.
233	Volume-1 ,Page No. 26 /Network Requirement	The networking devices including routers, switches shall be procured with sufficient number of ports for addressing the required bandwidth	<p>Please modify the Clause as</p> <p>"The networking devices including routers, switches shall be procured with sufficient number of ports , hot swapable redundant power supply & fans , Layer 3 features like BGP,OSPF, MPLS , VXLAN etc. for addressing the required bandwidth and SLA."</p> <p>Justification :- We understand that MSI should propose Router & Switches with no single point of contact like Power Supply ,Fans and should be able to provide necessary protocols from day-1 to design next gen network for this project.</p>	Bidder shall be required to make the assessment of the devices and their configuration as per the RFP requirements.
234	Volume-1 ,Page No. 26 /Network Requirement	The network level redundancy shall be achieved through leased lines/ MPLS provisioned through two different point of presence (PoPs) of same or two different telecom link providers	We understand that MSI has to propose router & switch in High Availability (HA) for this project at each locations for network level redundancy along with MPLS/ILL Connection. Pls clarify	Bidder shall be required to make the assessment of the devices and their configuration as per the RFP requirements.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
235	Volume-1 ,Page No. 26 /Network Requirement	The networking devices including routers, switches shall be procured with sufficient number of ports for addressing the required bandwidth	<p>Please add "WAN Solution should be implemented as true software-defined network architecture (SDWAN) with a complete separation of Control, Data and Management plane. MSI should quote Orchestrator/Controller as a separate component that Provides single point of entry for Configuration and Monitoring of multiple WAN Edge devices in the branches, data-centers or remote locations . Solution should provide security features like stateful firewall, intrusion prevention system and URL filtering capabilities from day-1"</p> <p>Justification :- As per Industry Standard, MSI should deploy WAN Router infra with SDWAN Technology for eMigrate project to provide Automation ,Management & Security to meet defined SLA.</p>	Bidder shall be required to make the assessment of the devices and their configuration as per the RFP requirements.
236	Volume-1 Page No. 14 / Scope of Work	3.6. Setting up of Data Center & Disaster Recovery Center	<p>Please add the Clause as</p> <p>"Proposed DC Network must be the Clos network topology architecture defined using Spine, Leaf switches with VXLAN overlay and should provide micro-segmentation rules and policies for workloads connected to DC fabric for east-west traffic and should have zero trust policy model for connected systems or hosts to help in protecting against any kind of attacks like Unauthorized Access, Man - in - the - middle - attack, Replay Attack, Data Disclosure, Denial of Service"</p> <p>Justification ;- To secure the Workloads and Reducing attack surface within Data Center , DC Network Fabric must have ability to create segmentation policies blocking unwanted traffic within Data Center for east west communication. This architecture will provide scalability as Industry standard DC Network trends</p>	Bidder shall be required to make the assessment of the devices and their configuration as per the RFP requirements.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
237	Volume-1 Page No. 14 / Scope of Work	3.6. Setting up of Data Center & Disaster Recovery Center	Please add the below Clause as "Centralized management appliance/ Solution or SDN Controller must provide sandboxing capability to simulate the configuration changes before applying them and notify Customer about the impact of those changes to avoid any human errors or avoid outages due to misconfigurations . Solution must support Flow telemetry. Flow telemetry should support hardware acceleration so that it is not impacting CPU performance " Justification :- To provide Operational efficiency to reduce downtime , There should be Management Solution to manage Day 2 operation of DC network to meet SLA.	Bidder shall be required to make the assessment of the devices and their configuration as per the RFP requirements.
238	Volume-1 Page No. 24 /5.4.3 Monitoring Services	Suitable monitoring services/tools shall be required to track performance issues and transactions failures. The monitoring service would help in analyzing if the root cause of performance issues is in the monitored application, in connected back-end systems or at the network layer	There are different layers in the overall DC stack starting from Application to DC Infrastructure (Compute and Storage) , DC Network and WAN Network/traffic responsible for application performance and there is no single tool which can monitor and do RCA for problems. RFP should mention about the functional requirement of full stack visibility and observability. With current Clause bidders may offer any entry level tool with limited functionality and that will defeat the purpose of the RFP.	Bidder shall be required to make the assessment of the devices and their configuration as per the RFP requirements.
239	Volume-1 ,Page No. 11 / 3.2. Project Timelines	(xiv)) Procurement of server-side and other hardware (and associated software) - T + 16 weeks	Please amend the Clause as "(xiv)) Procurement of server-side and other hardware (and associated software) - T + 40 weeks " Justification :- The delivery of products are impacted worldwide due to the ongoing COVID-19 pandemic, the restrictions that followed COVID-19 along with supply chain, transportation and travel disruptions. Material shortages across the semiconductor industry continue to impact global supply chains, slowing output across multiple industries from automotive to consumer electronics and beyond. "	The Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
240	Volume - 1 , Page No 27 ,5.4.6 Server(s) requirement	System shall provide for horizontal scalability in such a manner that a new server can be added (or removed) dynamically, as and when required in future, without disturbing the normal functioning of production system	<p>Please add</p> <p>"Server solution should be hyperconverged solution and should be configurable, scalable and highly available. It should be a simple solution stack that tightly integrates compute, storage, networking, virtualization resources and management into a single appliance. Hyper converged system should be scale-out cluster with performance and capacity."</p> <p>Justification :- RFP is indicating more towards traditional siloed three layered architecture for network , storage and compute while industry is moving towards Hypercovered compute solution which provide better scalability and easy upgrades with no disruption to the workloads already running on the platform.</p>	Bidder shall be required to make the assessment of the devices and their configuration as per the RFP requirements.
241	Volume - 1 , Page No 27 ,5.4.6 Server(s) requirement	The vertical scalability in servers in terms of additional processors and RAM will have to be provided for handling future growth in transactions	<p>Please add</p> <p>"The solution should support non-disruptive Scale-Up (Upgrade by inserting additional drives in existing empty drive-slots if any) or memory in case of any future expansions"</p> <p>Justification :- Memory and Storage scaling up can be performed while processor expansion would be not be needed as latest generation SDS based Hyperconverged solution comes with 2 socket processors which can handle high CPU loads.</p>	Bidder shall be required to make the assessment of the devices and their configuration as per the RFP requirements.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
242	Vol 1 Page 13 3.4. Design, Development & Testing of Core Application Software	SP shall require to simultaneously work on the development of the new core application software as per the specifications given in this RFP.	<p>RFP has also mentioned about the Development, Testing and Core Application software for eMigrate application. Today almost 80% of the organizations embraced microservice based architecture because of multiple benefits like Improved Scalability, Better Fault Isolation and More resilient applications, Programming and Technology agnostic, Better data security and compliance. Microservices-based application offers a pluggable architectural style. This style enables fast and cost-efficient upgrades. This makes it easier and less expensive to scale one part of the application. You can do this without affecting the rest of the application. RFP has not asked for Microservice based architecture and it should be asked in the RFP that application built on a cloud agnostic container management platform with functional specifications mentioned in remarks column.</p> <p>Hence Request you to add " "The solution should include cloud agnostic enterprise grade supported lightweight container management platform for production grade environments, powered by Kubernetes to reduce the complexity of configuring, deploying, securing, scaling and managing containers. CaaS:- The solution should provide immutable infrastructure (container as a service) with unified full stack management of host OS, K8s, wizard driven GUI for robust, repeatable user experience. The solution should be</p>	Bidder shall be required to make the assessment of the devices and their configuration as per the RFP requirements.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
243	Volume-1 Page No. 24 /5.4.3 Monitoring Services	Monitoring Services: Suitable monitoring services/tools shall be required to track performance issues and transactions failures. The monitoring service would help in analyzing if the root cause of performance issues is in the monitored application, in connected back-end systems or at the network layer.	End-user experience monitoring by capturing data on how end-to-end performance impacts the user, and identifies the problem. Hence kindly add the below Clause as " The proposed solution should have out of the box support for automatic baselining wherein the solution can automatically learn the behaviour of monitored applications and set baseline thresholds automatically for all the monitored metrics, including: i) Application metrics ii) Server metrics iii) End User Metrics iv) Custom Metrics v) Business Metrics vi) Database Metrics. The solution must also provide an option of fixed as well as rolling time periods to calculate these thresholds. There should not be any limit to number of metrics being auto baselined. The solution should provide a workload automation solution that dynamically defines and controls the environment based on real time analytics to assure application performance at maximum efficiency by ensuring underlying infrastructure is at optimal state"	Bidder shall be required to make the assessment of the devices and their configuration as per the RFP requirements.
244	BoQ on CPP Portal	Formula applied in the field given for CCN rate in BoQ Excel sheet is not multiplying the quantity and the rate		Since the BoQ excel can not be corrected at this stage, bidders are requested to provide the total cost of the CCN in the field given for the 'Rate'.
245	Volume 2 4.3 Prequalification Proposal	Completed IT Projects	Multiple requests received for lowering the turnover, network and project value requirements specified in the Prequalification criteria given in RFP Vol 2	Please refer to the corrigendum for the revised Clause.
246			Relaxations for EMD sought for MSME	As per GFR, EMD Exemption is available only for Micro and Small Enterprises. MSE are organisations with upto 50 Cr turnover. Since the RFP requires the bidder to have at least 100 Cr. turnover or in case of consortium the lead member should have at least 75 crore turnover therefore relaxation to EMD is not applicable in this case.
247			Multiple requests received for revision in scoring criteria	Please refer to the corrigendum for the revised Clause.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
248	Volume 3, Section SCHEDULE V INVOICING AND SETTLEMENT SCHEDULE E. Pg-61, Point (f)	If any amount is due and payable by the SP to the MEA/ Government, the same shall be recoverable as arrears of land revenue, in addition to other avenues legally available under this agreement.	The RFP already has a provision for Liquidated damages & Performance bank guarantee. Attaching Land revenues to the recovery option may not be approved by legal teams of any listed company.	Please refer to the corrigendum for the revised Clause.
249	Volume 3, Section SCHEDULE VIII, Article IV, 4.1 ; pg-70	In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for the score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.	1.SLA measurement should be as per the approved SLA Methodology document as against the defined parameters 2. Request to remove below clause – 'In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract.' 3. We request Maximum Penalty to be capped to 10% of corresponding milestone and overall cap on penalty to 10% Contract Value.	The RFP Clause remains unchanged.
250	Volume 3, Section SCHEDULE VI, Terms of Payment Schedule; Pg-62	(iv) 50% of [Capex for eMigrate Solution and Change Management Expenditure quoted by the SP] shall be paid upfront by MEA on successful certification and Go-Live.	SP has to make all Infrastructure related payments to OEM's on delivery. Substantial lead time is expected between procurement of Infa & Go Live. We request that at least full payment of Capex be paid on delivery of hardware. Else, this shall have negative cash flows for the bidders and non-viable financials. AMC is Opex & can be paid as EQIs as suggested	Please refer to the corrigendum for the revised Clause.
251	Volume 1, Section- Project Timelines; Pg-11	(i) MEA shall have the right to levy penalty on SP of Rs. 1 lakh per week of delay attributable to SP, in the milestones marked with (*) in the above table	1. The overall timelines are very aggressive and seems unrealistic. Penalty @1L per week is also chargeable. Request re-visit of timelines to make it achievable as expected. 2. Since, the SP needs to first study the system in detail. Request the 4 weeks' time for the same be extended to at least 8 weeks for a satisfactory study. A new SP shall take time understanding the eco system and requirement gathering in a satisfactory way. 3. A mechanism is requested to be furnished on how MEA shall help the new SP get the required information an knowledge transfer from current incumbent and other stakeholders in a time bound manner. This is not mentioned in the current RFP.	The RFP Clause remains unchanged.

S.N	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Division Response
252	Volume 2, Section-FALL CLAUSE; Pg 56	The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	This clause is not acceptable by our legal. The scope is a mix of Infra product supply & Services. The rates for both these aspects keep varying as per the quantity & quantum of the scope. Request this clause be removed.	The RFP Clause remains unchanged.
253	Volume 1, Section 3.4; Design, Development & Testing of Core Application Software; Pg-13	(iv) The SP may consider reusing the existing modules of eMigrate software wherever feasible	Details of existing modules are not shared beforehand in the RFP. The Bidder can understand these aspects only once selected and does the system study. It is requested to provide complete details of the existing modules prior to submission of the bid.	The functionalities of eMigrate v1 application is similar to those given in the functional requirements for eMigrate v2. Please also refer to the response given at Sr. 151, 152 and 153 above. The complete software and Hardware BoM is given at Appendix 1 and 2 of corrigendum.
254	Volume 2, Section-SCORING; Pg- 30	Technical Scoring (100) 1. Bidder's Financial Ability – 3 2. Net Profit – 2 3. Past Experience in eGovernance(5) – 4 4. Past Experience in IT Turn Key Projects (4)- 3 5. Manpower Strength – 3 6. Solution Design, implementation approach and technical presentation - 55 7. Implementation Plan – 17 8. CMMI Level – 3 9. DC Operations – 4 10. Presentation - 6	1. Out of total 100 marks Scoring criteria, only 22 marks are Objective (Point#1,2,3, 4,5,8,9), while 78 marks are Subjective (Point# 6, 7, 10) 2. While Metric for Subjective criteria are stated, the scoring is dependent upon committee's perception and does not call out the real objective reasons for scoring. Request to re-visit the scoring criteria again to strike a balance between Objective & subjective components. 3. Alternatively, scoring metrics defined under Points 6 & 7 should be mapped along with clear expected deliverables (similar as defined in other criteria), so that an Objective & transparent calculation can be done.	Please refer to the corrigendum for the revised Clause.