

**PREBID QUERIES ON RFP for Design, Development, Implementation & Maintenance of IFMS 3.0 [Reference No. F4.3(536)/RISL/Tech/2023/8372 dated: 03/03/2023
UBN- RIS2223SL0B00134**

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
1	51	Section 6 TERMS AND CONDITIONS, OF TENDER & CONTRACT-	Consortium: Consortium in any form is not allowed.	<u>It is requested that consortium between 2 firms may kindly be permitted.</u> Companies with strong expertise in the domain of Public Financial Management (PFM)/IFMS can partner with companies with strong expertise in software development. This would help offer best service offering to the Govt. of Rajasthan. The team deployed would be able to discuss with officials of Directorate of Treasuries/Finance Department on specific finance related aspects and ensure requirements are captured and converted into software as intended.	As per RFP
2	11	Section 2 - Project Profile and Background Information	This RFP is for end to end development and implementation of IFMS 3.0 according to the decided functional designs (as per the rules & procedures of State Government) , development of all left out processes, takeover of developed processes / functional designs/ technical designs (under IFMS 3.0.), Upgradation, Customization, Testing, and Implementation & Maintenance of Application Software, new insertions, new development , new updates/ rectifications/ change requests / handling helpdesk related issues etc.	As per the requirements captured in the bid, Government of Rajasthan is looking to custom build the IFMS. <u>It is requested that Government of Rajasthan also considers using Commercially Off The Shelf (COTS) software products</u> which can serve the requirement of the Government. Adoption of COTS can help bring down the time to deploy and implement the complete application.	As per amended RFP
3	36	Section 5 - INSTRUCTION TO BIDDERS (ITB)	Selection Method - Least Cost Based Selection (LCBS) - L1	<u>It is requested the selection method be changed to Quality & Cost Based Selection (QCBS) with 80:20 weightage to technical and financial proposal (i.e. 80% weightage to technical proposal and 20% to financial proposal)</u> Given the criticality of the application to be developed, it is important the bidder which is technically very competent is awarded the work so as to ensure high quality application which caters to all the requirements of the Govt. of Rajasthan is delivered. We believe a strong understanding of the domain of Public Financial Management and requirements of the project, relevant experience and approach & methodology to cater to the requirements of the project are very critical for successful implementation of the project. Hence, it is requested that the score of technical proposal be also taken into account as part of selection process.	As per RFP
4	12	Section 3, Pre-qualification/eligibility criteria	<u>Point 2 - Compliance to Land Border Policy</u> Bidder should comply with Sub rule 4 under rule 13 of RTTP 2013.	<u>It is requested that this requirement may kindly be removed.</u> Potential bidders of this RFP need to have experience in the domain of IFMS and experience of software development. Such bidders may not necessarily need to register with Industries Department. Hence this requirement may kindly be removed.	As per amended RFP
5	12	Section 3, Pre-qualification/eligibility criteria	<u>Point 5 - Technical Capability - I</u> The bidder must have successfully implemented/implementing (end to end) multiple e-Governance projects similar to IFMS nature involving Application Software Development in any state/ central government department/ Banks/RBI with value not below INR 300cr during the period 01Apr-2014 to 31-Jan-2023. OR The bidder must have successfully implemented/implementing (end to end) at least Two e-Governance projects of similar nature in any state/ central government department/ Banks/RBI with value not below INR 180.00 Crore each in the period 01-Apr2014 to 31-Jan-2023".	It is requested that the: a) Value of the eligible projects be reduced to INR 25 crores. b) Implementation of HRMS (Human Resource Management System) and its integration with IFMS be considered eligible project	As per amended RFP
6	12	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	Compliance to Land Border Policy Copy of Registration with the Industries Department of the Government of Rajasthan	Kindly relax the Documents required to:"Certificate of Incorporation and an undertaking on Company's Letterhead stating the compliance to Land Border Policy"	As per amended RFP
7	12	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	Bidder should comply with Sub rule 4 under rule 13 of RTTP 2013. Copy of Registration with the Industries Department of the Government of Rajasthan	In reference to this clause, request to please clarify that is it mandatory for the bidder to be registered with Industries Department of the Government of Rajasthan ? We request to please allow the bidder who are not registered within Rajasthan state and allow bidder registered within India and to accept the copy of Registration with MCA.	As per amended RFP
8	13	Section 3, Pre-qualification/eligibility criteria	<u>Technical Capability - II</u> Bidder should have valid CMMI level 5 certificate as on last date of bid submission.	<u>It is requested that the eligibility criteria for CMMI level be reduced to CMMI3.</u> This would allow more bidders with relevant experience to participate in the bid.	As per RFP

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9	13	Section 3, Pre-qualification/eligibility criteria	Technical Capability - III The bidder must have at least 2000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022	It is requested to reduce the number of resource in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022 to 1000 resources.	As per RFP
10	37	e) Technical Evaluation Criteria	Point 1 Average Annual Turnover from IT/ ITeS Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. (from 2017-18 to 2021-22) as per the last published audited balance sheets), should be at least INR 300.00 Crores. Marking Criteria: - a) 300 crore up to 700 crore – 10 marks b) More than 700 crore up to 1000 crore – 15 marks c) Above 1000 crores - 20 marks	It is requested that the turnover from IT/ITeS for scoring max. marks be reduced 1. As per the The Rajasthan Transparency in Public Procurement Rules, 2013, the statement mentioned in point# 79N. the "Eligibility criteria for the Project Proponent.- (1) 1 [The legal entity or person, including joint venture or consortium] shall be eligible for submitting proposal as Project Proponent, if,- (i) the person or lead member shall have an average turnover of minimum of 100% project cost in the last three financial years and in case of Joint venture/consortium, an average turnover of minimum of 100% of project cost in last three financial years by lead member and the audited balance sheets of last three financial years shall be submitted; (ii) 2 [the person or lead member, or any other member of the joint venture or consortium, shall have experience] in handling at least one project in that Sector in which the proposal is being submitted, costing not less than 100% of total project cost over the last 10 years , in such project(s) where the contract has been awarded and work has been completed. (Work order and completion certificate from the client shall be provided)" 2. The turn over asked here is more than 1000 crore which is almost 10 times the estimated procurement cost mentioned in RFP section 1 Invitation for Bid & Notice Inviting Bid. 3. We request the value shall be reduced as per the RTPP rules 2013	As per amended RFP
11	38	e) Technical Evaluation Criteria	Point 2: Bidder's experience in software development services (as defined under Technical Capability -I in Pre-Qualification Criteria) for Treasury/ IFMS/ PFMS/ Financial Management Systems for State/Centre Government/PSUs of India with minimum value of Rs. 30 Crore for each project a) 1 project – 10 marks b) 2 projects – 12 marks c) 3 and above – 15 marks	Technical Capability I in Pre-Qualification Criteria refers to 1 project of INR 300 crores or 2 projects each of 180 crores. However, point 2 in the Technical Evaluation refers to project with min. value of INR 30 crores. It is requested to kindly clarify value of the eligible projects for technical evaluation. It is requested that projects worth INR 25 crores and above be considered.	As per amended RFP
12	38	e) Technical Evaluation Criteria	Point 3 The bidder must have at least 2000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022 •2000 plus – 10 marks •5000 plus – 12 marks •10000 plus – 15 marks	It is requested to reduce the number of resource in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022 to 1000 resources to score max. marks.	As per amended RFP
13	16	Section 4, SCOPE OF WORK, DELIVERABLES & TIMELINES	As under IFMS 3.0 – new architecture, some processes have already been evolved for BFC/Budget reports, functional designs of all modules, Budget management, disbursement engine etc. Phase-1 would involve, use of already developed processes & designs, integration, new Development in already developed processes, development of remaining processes & Go-Live of IFMS 3.0 Application as per scope of work mentioned in this RFP within a period of first three months . It would broadly comprise of the following activities- <input type="checkbox"/> Takeover of designs/development , new Development, Testing and Deployment of IFMS 3.0 Software Solution (Web & Mobile Application and Web portal) <input type="checkbox"/> Data Migration and verification <input type="checkbox"/> Training on application software and Handholding Support <input type="checkbox"/> System Integration and Commissioning (Go-Live) <input type="checkbox"/> Change requests, updations, new insertions, help desk issues etc.	The timelines for implementing the Phase 1 of the project may kindly be increased from 3 months to atleast 9 months to 12 months. It may be appreciated that the Phase 1 work would involve taking over designs and developments from existing engagement, completing development from left over part, integration, migration, UAT, Go-live, Training etc. The implementation of such complex and large financial project, may please be given adequate timelines for error free and high quality delivery.	As per amended RFP

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14	16	Section 4, Scope of Work, Deliverables & Timelines	As under IFMS 3.0 – new architecture, some processes have already been evolved for BFC/Budget reports. Then again mentioned like :- Takeover of designs/development, remaining work	With the given statements and references in RFP at few places to start with the remaining work, it is understood that many functionalities have already been in designed or developed as part of IFMS 3.0 program. Kindly share the current status of design and development of different functionalities. 1. Whether Design or Development or UAT has been Completed. 2. What are the modules/functionalities which have been developed (complete/partial) 3. Have they been developed to follow API based and Microservices based architecture. 3. Plan for takeover of these functionalities to new bidder.	As per amended RFP
15	28	Section 4, Scope of Work, Deliverables & Timelines	The resource(s) as per Annexure: 11 – Minimum Qualification of Resources) at RISL/ concerned department, Jaipur shall be deployed by Selected Bidder within 15 days from the issuance of the Work order till the end of the contract.	A) It is requested that only a handful of 15-20 Business Analysts be required to be deployed onsite at the premises of Directorate of Treasuries/Finance Department, Govt. of Rajasthan. The development team is best suited to be deployed offsite. Also, deployment of requisite number of resources may be left to the selected bidder to decide. The select bidder may deploy sufficient number of resources to ensure timely and high quality delivery of the deliverables/project. B) It is requested that the project be awarded based on completion of deliverables instead of time & material basis. Hence, the need to deploy high number of resources may kindly be removed.	As per amended RFP
16	61	Section 7, SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	IFMS 3.0 application Phase-1 - Deliverables as mentioned in table :- 1. Detailed Project Plan 2. Software Requirement Specifications (SRS) of complete IFMS 3.0 Software Solution (both Phase-1 and Phase-2) 3. Software Design Document 4. Database Design Document	Basis the discussions held during the pre-bid meeting, we understand that: 1. SRS, SDD and Database design for the project have been developed and approved by Finance department. 2. Phase 1 modules are also developed to an extent 3. Selected bidders will take over and start with the remaining work of development. However, in the RFP bidders have been asked to prepare SRS of complete IFMS 3.0 (both Phase 1 and Phase 2), Software Design Document, Database Design Document. It is requested to kindly clarify: 1) Whether these deliverables are already prepared and approved by Finance Department or whether the selected bidder would need to use these documents as it is or would they be required to review and revise these documents. 2) If some of these documents are prepared, it is requested to share details of documents prepared and approved and list of documents/deliverables that the selected bidder would need to prepare and deliver.	The sample DFDs have been given in the amended RFP. If any of the bidders intends to go through the DFDs pertaining to all the functions or Functional Requirement Specifications (FRS) or Wireframes prepared for various functions under IFMS 3.0, they may visit project office (Second Floor, Jeevan Nidhi Building, Ambedkar Circle, Jyoti Nagar, Jaipur) during the office hours.
17	62	Point 3 - Payment Terms and Schedule,	(a) Payment schedule table	1. The Payment milestones defined in payment schedule table is a total time period of T+78 weeks. However, the project duration is for a period of 5 years (Phase 1 : 3 months, Phase 2 : 6 months; Phase 3: 4 years as mentioned on page 16). 2. It is requested to kindly confirm if the payment terms also include payments for Operations & Maintenance Phase (Phase 3 for 4 years) 3. It is requested to kindly revise payment terms to provide clarity on timelines and different phases of work to be delivered.	As per amended RFP

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18	12	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA Sl.No: 5- Technical Capability -I	The bidder must have successfully implemented/ implementing (end to end) multiple e-Governance projects similar to IFMS nature involving Application Software Development in any state/ central government department/ Banks/RBI with value not below INR 300 cr during the period 01- Apr-2014 to 31-Jan-2023. OR The bidder must have successfully implemented/implementing (end to end) at least Two e-Governance projects of similar nature in any state/ central government department/ Banks/RBI with value not below INR 180.00 Crore each in the period 01-Apr- 2014 to 31-Jan-2023.	We would request to amend the clause as below: The bidder/Any member of Consortium must have successfully implemented/ implementing (end to end) multiple e-Governance projects similar to IFMS nature involving Application Software Development in any state/ central government department/ Banks/RBI with value not below INR 300 cr during the period 01- Apr-2014 to 31-Jan-2023. OR The bidder must have successfully implemented/implementing (end to end) at least Two e-Governance projects of similar nature in any state/ central government department/ Banks/RBI with value not below INR 180.00 Crore each in the period 01-Apr- 2014 to 31-Jan-2023.	As per amended RFP
19	13	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA Sl.No: 7- Technical Capability - III	The bidder must have at least 2000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022	We would request to amend the clause as below: The bidder / Any member of consortium (Including Lead bidder + Consortium) must have at least 1000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022	As per RFP
20	38	Technical Evaluation Criteria: Sl.No: 2	Bidder's experience in software development services (as defined under Technical Capability - I in Pre-Qualification Criteria) for Treasury/ IFMS/ PFMS/ Financial Management Systems for State/Centre Government/PSUs of India with minimum value of Rs. 30 Crore for each project Marking Criteria: <input type="checkbox"/> 1 project – 10 marks <input type="checkbox"/> 2 projects – 12 marks <input type="checkbox"/> 3 and above – 15 marks	We would request to amend the clause as below: The Bidder's/ Any member of Consortium have experience in software development services (as defined under Technical Capability - I in Pre-Qualification Criteria) for Treasury/ IFMS/ PFMS/ Financial Management Systems for State/Centre Government/PSUs of India with minimum value of Rs. 30 Crore for each project Marking Criteria: <input type="checkbox"/> 1 project – 10 marks <input type="checkbox"/> 2 projects – 12 marks <input type="checkbox"/> 3 and above – 15 marks	As per amended RFP
21	RFP Page No:	Technical Evaluation Criteria: Sl.No: 3	The bidder must have at least 2000 + resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022 Marking Criteria: <input type="checkbox"/> 2000 plus – 10 marks <input type="checkbox"/> 5000 plus – 12 marks <input type="checkbox"/> 10000 plus – 15 marks	We would request to amend the clause as below: The bidder / Any member of consortium (Including Lead bidder + Consortium) must have at least 1000 + resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022 Marking Criteria: <input type="checkbox"/> 600 plus – 10 marks <input type="checkbox"/> 800 plus – 12 marks <input type="checkbox"/> 1000 plus – 15 marks	As per amended RFP
22	Additional	Additional	Additional	We would request to allow the Consortium/JV for this RFP	As per RFP
23	12	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. (from 2017-18 to 2021-22) as per the last published audited balance sheets), should be at least INR 300.00 Crores	Kindly relax the clause to"Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. (from 2017-18 to 2021-22) as per the last published audited balance sheets), should be at least INR 200.00 Crores"	As per amended RFP

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24	12	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	The bidder must have successfully implemented/implementing (end to end) multiple e-Governance projects similar to IFMS nature involving Application Software Development in any state/ central government department/ Banks/RBI with value not below INR 300cr during the period 01-Apr-2014 to 31-Jan-2023. OR The bidder must have successfully implemented/implementing (end to end) at least Two e-Governance projects of similar nature in any state/ central government department/ Banks/RBI with value not below INR 180.00 Crore each in the period 01-Apr 2014 to 31-Jan-2023.	Kindly modify the clause to: "The bidder must have successfully implemented/implementing (end to end) multiple e-Governance projects similar to IFMS nature involving Application Software Development in any state/ central government department/ Banks/RBI /Abroad with value not below INR 8 cr during the period 01- Apr-2014 to 31-Jan-2023.	As per amended RFP
25	13	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	The bidder must have at least 2000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022	Kindly modify the clause to: " The bidder must have at least 1000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022 "	As per RFP
26	37	e) Technical Evaluation Criteria:	Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. (from 2017-18 to 2021-22) as per the last published audited balance sheets), should be at least INR 300.00 Crores(average-Annual). Marking Criteria: 1.300 crore (Annual) up to 700 crore – 10 marks 2.More than 700 crore up to 1000 crore – 15 marks 3.Above 1000 crore – 20 marks	Kindly relax the Criteria to:" Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. (from 2017-18 to 2021-22) as per the last published audited balance sheets), should be at least INR 150.00 Crores(average-Annual). Marking Criteria: 1.150 crore (Annual) up to 200 crore – 10 marks 2.More than 200 crore up to 250 crore – 15 marks 3.Above 250 crore – 20 marks"	As per amended RFP
27	38	e) Technical Evaluation Criteria:	Bidder's experience in software development services (as defined under Technical Capability -I in Pre Qualification Criteria) for Treasury/ IFMS/ PFMS/ Financial Management Systems for State/Centre Government/PSUs of India with minimum value of Rs. 30 Crorefor each project Marking Criteria: 1 project – 10 marks 2 projects – 12 marks 3 and above –15 marks	Kindly relax the Criteria to:" Bidder's experience in software development services (as defined under Technical Capability -I in Pre Qualification Criteria) for Treasury/ IFMS/ PFMS/ Financial Management Systems for State/Centre Government/PSUs of India/Abroad with minimum value of Rs.8 Crorefor each project Marking Criteria: 1 project – 10 marks 2 projects – 12 marks 3 and above –15 marks	As per amended RFP
28	38	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	The bidder must have at least 2000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022 Marking Criteria: 2000+ – 10 marks 5000+ – 12 marks 10000+ –15 marks	Kindly modify the clause to"The bidder must have at least 1000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022 Marking Criteria: 1000+ – 10 marks 1200+ – 12 marks 1500+ –15 marks"	As per amended RFP
29	30	1. Change Requests/ Management	1.b.i) Designs, specifications, requirements of software or service to be provided under the Agreement and rendered for the IFMS 3.0 source codes will be solely the property of State Government.	Our understanding is that Source Code will be the Bidder's property and will be kept into an escrow after entering into an tripartite agreement with Bidder, RISL and Escrow Agent	No

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30	53	14. Copyright/ Intellectual Property Rights (IPR)-	<p>Copyright/ Intellectual Property Rights (IPR)-</p> <p>a) The copyright/ IPR in all drawings, source code design documents, and other materials containing data and information furnished to the Purchaser that has been designed / developed/ integrated by the Selected Bidder for the project herein shall remain vested in the Purchaser.</p>	<p>Following clause is missing. Please include:</p> <p>Intellectual Property Rights</p> <p>a.the Licensor hereby confirms that:</p> <p>i.to the best of Licensor's knowledge, the Software Solution does not infringe upon any intellectual property of any third party.</p> <p>ii.All Intellectual Proprietary Rights in Software Solution, Updates, Confidential Information and Trademarks belong to Licensor and have been duly procured by Licensor from authorised sources.</p> <p>b.the Licensee hereby states that;</p> <p>i.The Licensee hereby expressly disclaims any and all Intellectual Proprietary Rights in the Software Solution.</p> <p>ii.The Licensee shall promptly notify the Licensor of any unauthorized third-party duplication, distribution or use of Software Solution which comes to attention of Licensee and shall provide the Licensor with whatever reasonable assistance as necessary to (i) stop such activities and (ii) recover and / or destroy such unauthorized copies.</p> <p>iii.The Licensee shall not attempt to register any of Trademarks, company names or trade names or any logo used or associated with Software Solution nor shall the Licensee attempt to develop or in any way develop any products, which is similar to any portion of Software Solution.</p>	As per RFP
31	12	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	<p>4. Financial: Turnover from IT/ ITeS:</p> <p>Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. (from 2017-18 to 2021-22) as per the last published audited balance sheets), should be at least INR 300.00 Crores.</p>	<p>In reference to the scope of work , there are multiple financial solution that requires to be stitch together into single comprehensive solution fulfilling RFP requirements, request to allow consortium of atleast 2 bidders to participate I the opportunity ?</p>	As per RFP
32	12	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	<p>5. Technical Capability -I</p> <p>The bidder must have successfully implemented/implementing (end to end) multiple e-Governance projects similar to IFMS nature involving Application Software Development in any state/ central government department/ Banks/RBI with value not below INR 300cr during the period 01-Apr-2014 to 31-Jan-2023.</p> <p>OR</p> <p>The bidder must have successfully implemented/implementing (end to end) at least Two e-Governance projects of similar nature in any state/central government department/Banks/RBI with value not below INR 180.00 Crore each in the period 01-Apr-2014 to 31-Jan-2023.</p> <p>Note:</p> <p><input type="checkbox"/> Similar nature means any turnkey software development project of financial domain involving design, development, testing, training, go_x0002_live and Maintenance activities as per scope of work mentioned in this RFP.</p> <p><input type="checkbox"/> The value of the WO shall be computed after removing any other non-application development components like supply of Software License, Hardware / IT infrastructure equipment, digitization and survey related activities etc.</p> <p><input type="checkbox"/> If any consolidated WO is submitted, the WO / Client Certificate shall clearly specify the actual cost of application development and O&M/ FMS</p>	<p>In reference to this clause, request to allow consortium and allow any consortium member to fulfill the experience criteria.</p>	As per RFP

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33	13	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	7. Technical Capability - III The bidder must have at least 2000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022	Request to relax the number of resources criteria as 2000+ resources criteria are very high. Request to relax upto 1000+ resources of the bidder or cumulative in case of consortium.	As per RFP
34	51	4. Consortium	Consortium in any form is not allowed	as explained above, request to please allow the consortium.	As per RFP
35	38	e) Technical Evaluation Criteria:	Bidder's experience in software development services (as defined under Technical Capability -I in Pre_x0002_ Qualification Criteria) for Treasury/ IFMS/ PFMS/ Financial Management Systems for State/Centre Government/PSUs of India with minimum value of Rs. 30 Crore for each project <input type="checkbox"/> 1 project – 10marks <input type="checkbox"/> 2 projects – 12marks <input type="checkbox"/> 3 and above –15 marks	In reference to this clause, request to allow consortium and allow any consortium member to fulfill the experience criteria.	As per RFP
36	29	vi. Training, Hand holding and Implementation Support:	c. Selected Bidder, shall primarily conduct the training sessions. Training requirements & details of attendees shall be specified by RISL/Concerned Department(s). Trainings would be primarily conducted in Jaipur.	Please define the no. of training sessions and no. of trainees to whom training would be provided.	As per amended RFP
37	15	Major objectives-	RISL on behalf of Finance Department, Government of Rajasthan intends to engage a professional and competent IT firm/ agency for a period of Five Year for implementation on Turnkey and delivery basis including Designing , Development, takeover, Upgradation, integration, Testing, and Deployment & support, Maintenance of IFMS 3.0 Project on behalf of Finance Department and Directorate of Treasuries & Accounts, Government of Rajasthan	Kindly confirm that if additional manpower resources would be deployed by the selected bidder at its own development center to manage these activities as defined in RFP or the resources defined in RFP will manage the same.	As per amended RFP
38	28	iv. Minimum Manpower Required:	d. The resource(s) (as per Annexure: 11 – Minimum Qualification of Resources) at RISL/ concerned department, Jaipur shall be deployed by Selected Bidder within 15 days from the issuance of the Work order till the end of the contract.	Looking in to the current scenerio of hiring manpower resources, we request you to deploy the resources within 60 days from the issuance of the work order.	As per amended RFP
39	29	v. General clauses for manpower deployed	d. Selected bidder shall be responsible to replace the resource(s) (meeting all criteria as specified in this RFP document) within 7 days.	The timelines defined to deploy such qualified resources is very less. Also, we have to plan some extra resources as selection is based on RISL approval. In view of which, we request you to kindly extend the timeline so that we can have better resource options and reduced penalties.	As per amended RFP
40	61	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	b. All deliverables need to be approved by RISL/FD.	We understand that RISL/Concerned department would provide timely approval on deliverables submitted by the selected bidder or would extend the timelines subsequently.	As per RFP
41	68	d. Penalty for replacement / Exit of resources	<input type="checkbox"/> The replaced resource will be accepted by the purchaser (RISL/DoIT&C) only if he fulfils the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL/DoIT&C). The supplier will have to replace a resource within 15 days or any other period specified by the bidder.	The timelines defined to replace such qualified resources is very less. In view of which, we request you to kindly extend the timelines to atleast 60 days so that we can have better resource options and reduced penalties.	As per amended RFP
42	68	d. Penalty for replacement / Exit of resources	<input type="checkbox"/> The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource: o Within 6 Month: Rs. 75,000 (Rupees Fifty Thousand Only) per resource per instance. o After 6 Months and upto 1 Year: Rs. 50,000 (Rupees Ten Thousand Only) per Resource per instance o After 1 Year: No penalty	We request you to amend the clause as under: The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource: o Within 6 Month: Rs. 10,000 (Rupees Ten Thousand Only) per resource per instance. o After 6 Months and upto 1 Year: Rs. 5,000 (Rupees Five Thousand Only) per Resource per instance o After 1 Year: No penalty	As per amended RFP
43	92	ANNEXURE-12- CURRICULUM VITAE FOR PROPOSED JOBS	ANNEXURE-12-CURRICULUM VITAE FOR PROPOSED JOBS	Kindly confirm, if we have to submit the CVs of all development of IFMS 3.0 and O&M/ FMS for Support and Maintenance of IFMS 3.0 resources you have asked in RFP or please provide the list of resources for which we have to submit the CVs as per annexure 12.	No, CV's would be submitted by selected bidder.

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
44	24	iv. Integration of other framework/ modules	iv. Integration of other framework/ modules	Please share details of existing applications, Modules/Functionality, Technology of the existing software. Are these application under support? Will existing vendor extend support for integration? Will APIs be provided to integrate with existing systems by RISL ?	As per amended RFP
45	15	The project would cover following core functions of government	6) Migration of existing data/ verification of data very effectively with centralized data architecture.	a) How much data is there to be migrated ? B) Will data cleansing be required ?	As per amended RFP
46	15	The project would cover following core functions of government	13)Integration with AG/RBI/PFMS/BANKS/NSDL/NPCI/ Departmental Portals/ ECO system of DOIT&C/ any other systems	Will the department provide the required APIs for integration ?	Yes
47	15	The project would cover following core functions of government	Mobile apps for all modules as desired by State -time to time	On which platforms are mobile apps required ?	As per amended RFP
48	20	Other requirements	16. Version Control & Bug Fixing: To ensure that system is compatible with current and supported versions and releases	a) Are there existing bugs to be fixed ? B) How many pending issues are there ?	This would be identified or known in first phase when handover of live modules would happen.
49	30	Change Requests (CR) for FMS period:	No Change Request would be entertained during the FMS Period for enhancement and changes in the modules/processes developed and implemented as per the scope mentioned in this RFP. However, if any new module requirement arises then the process of change request would be as under:	How changes would be taken up during FMS ?	As per change request process defined in RFP.
50	65	Payment terms	Final SRS, DFD, ERD, Training Manuals, User Guidelines, Helpdesk Module and other relevant technical documents. 1. Training and roll out plan. 2. Training material including training guides and training videos. 3. Module wise User Manuals 4. Deployment Manual T +70 Week 20%	a) How many resources are to be trained ? B) What are the levels of training to be provided ? C) Will training be an ongoing process ? D) Will there be retraining involved ?	As per amended RFP
51	8	1. INVITATION FOR BID (IFB) & NOTICE INVITING BID	Bid Evaluation Creteria - Least Cost Based selection (LCBS) - L1	We suggest to make it QCBS considering this type of complex project.	As per RFP
52	10	3b	large amount of digital data has been generated, i.e. legacy data. As now, the complete system is required to be revamped.	Request to share the details of digital data in term of size of data, types of data.	As per amended RFP
53	10	3g	Functional designs have been prepared for all modules of IFMS 3.0 . Technical de signs are also being executed.	Request to share the details of functional and technical design of all the modules, phase wise	As per amended RFP
54	24	iv	Integration of other framework/ modules	request to share details of all the application to be integrated. If needed, Any changes need to be done in the exsiting application will be done by the existing application vendor only.	As per amended RFP, yes
55	24	b	Technology stack to be used	Are we required to propose any additonal software components stack which will be required to meet the solution requirement.	additional software components may be proposed, however it is subject to the avaiability and approval from DTA/RISL.
56	25	c	The enhancements, changes, development of new processes in already developed modules, up-gradation, bug-fixing& integrations, etc. in the software during O&M period shall have to be incorporated by the successfulbidderintimelymannerasdesiredbyRISLwithnoextracosttopurchaser.	kindly remove this or limit the manhour per year for this types of requirement. Any thing more then that should be paid separately in separate PO.	As per amended RFP
57	26	ii	RISL may arrange for the audits of the application through a third party agency on timely basis. Based on the findings of audits, the selected bidder will have to bring in the necessary changes in the application to ensure the compliance in timely manner.	No of third party audit should be fixed per year. All the expenses of third party audit would be borne by RISL.	Third party audit would be conducted as per the need of the project, all the expenses towards conducting of Third party audit would be borne by DTA/RISL.

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
58	28	d	The resource(s) (as per Annexure: 11 – Minimum Qualification of Resources) at RISL/ concerned department, Jaipur shall be deployed by Selected Bidder within 15 days from the issuance of the Work order till the end of the contract.	deploying 101 onsite resource within 15 days of the issuance of order would not be feasible by any SI and all the resources will not be needed from day one. Minimum 90 days windows should be given for the resource to deploy onsite and SI should be allowed to deploy the resource on need basis to start with.	As per amended RFP
59	29	vi	Training, Hand holding and Implementation Support:	Reqatchuest to give details on the total batch, person in each batch, total days per batch, place of the training.	As per amended RFP
60	62	3) Payment Terms and Schedule	Payment Terms and Schedule 15% -week 15 - milestone 1 30% -week 42 - milestone 2 15% -week 51 - milestone 3 20% -week 70 - milestone 4 20% -week 78 - milestone 5	Request to reconsider this payment milestone we suggest to further break milestone 2 and milestone 4 in sub deliverable	As per amended RFP
61			Phase-1 would involve, use of already developed processes & designs, integration, new Development in already developed processes, development of remaining processes & Go-Live of IFMS 3.0 Application as per scope of work mentioned in this RFP within a period of first three months Phase-2 will include development (designsifrequired)of remaining modules of IFMS3.0, UAT, Roll out, implementation, updaton, new insertions, help desk issues etc. It should be completed within a period of 6 months.	phase-1 & phase-2, has been asked to be delivered in 9 months (3 for phase-1 & 6 for Phase-2). Can we adjust the timelines, keeping the overall as 9 months only	As per amended RFP
62	11	2.f 2. PROJECT PROFILE & BACKGROUND INFORMATION:	f) Encompass all financial transactions of the state, including those of PSUs and other local bodies	Encompassing financial transaction of PSUs and other local bodies is not clear. Requesting to share details about the list of PSUs and their financial processes which need to be covered under IFMS 3.0	As per amended RFP
63	11	2. PROJECT PROFILE & BACKGROUND INFORMATION:	g) Implementation of SSO and integration with e-Vault, Jan Aadhaar, Aadhar, Banks and other State/Central Departmental Portals at different and related IT platforms.	A. Please confirm whether the department has an SSO solution in place. Bidder scope is only limited to integration?If yes , which SSO solution are in place ? B. Alternatively, does the bidder have to include the SSO solution in the present BOQ?Request clarification	A. yes SSO solution is in place, Developed and maintained by RISL. B. No
64	12	Technical Capability -I	For each project reference, AND {Work Completion Certificates from the client. OR Roll out proof, Work Order + Self Certificate of Completion along with certified document from the Statutory Auditor/CA with CA's Registration Number/ Seal and UDIN, having project completed value equivalent to the amount mentioned OR Work Order + Phase Completion Certificate (having project completed value equivalent to the amount mentioned) from the client. (Note: The work order and work completion or any phase completion certificate issued by state government/ central government/ PSU should mention "Application Software Development/ Customization/ Maintenance/ Enhancement")	As some of the projects are under NDA, it is not feasible to share the customer artifacts like Work order or completion certificate from client. Hence please allow the bidder to submit self-certificate signed by authorized signatory / Company Secretary stating the scope of work, project value, completion status of project.	As per RFP
65	12	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	3. Financial: Turnover from IT/ ITeS Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. (from 2017-18 to 2021-22) as per the last published audited balance sheets), should be at least INR 300.00 Crores. Documents Required: CA Certificate with CA's Registration Number/ Seal and UDIN	The bidder requests the following modifications: Please accept certificate from Company Secretary also	As per RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
66	12	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	<p>4. Financial: Net Worth</p> <p>The net worth of the bidder as per the last published balance sheet on 31-03-2022 should be Positive.</p> <p>Documents Required: CA Certificate with CA's Registration Number/ Seal and UDIN</p>	<p>The bidder requests the following modifications: Please accept certificate from Company Secretary also</p>	As per RFP
67	13	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA Technical Capability -I	<p>The bidder must have successfully implemented/implementing (end to end) multiple e-Governance projects similar to IFMS nature involving Application Software Development in any state/ central government department/ Banks/RBI with value not below INR 300cr during the period 01-Apr-2014 to 31-Jan-2023.</p> <p>OR</p> <p>The bidder must have successfully implemented/implementing (end to end) at least Two e-Governance projects of similar nature in any state/ central government department/ Banks/RBI with value not below INR 180.00 Crore each in the period 01-Apr-2014 to 31-Jan-2023.</p> <p>Note:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Similar nature means any turnkey software development project of financial domain involving design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP. <input type="checkbox"/> The value of the WO shall be computed after removing any other non-application development components like supply of Software License, Hardware / IT infrastructure equipment, digitization and survey related activities etc. <input type="checkbox"/> If any consolidated WO is submitted, the WO / Client Certificate shall clearly specify the actual cost of application development and O&M/ FMS 	<p>The bidder request to consider the overall project value, hence please modify the criteria as given below:</p> <p>The bidder must have successfully implemented/implementing (end to end) multiple e-Governance projects similar to IFMS nature involving Application Software Development in any state/ central government department/ Banks/RBI with value not below INR 300cr during the period 01-Apr-2014 to 31-Jan-2023.</p> <p>OR</p> <p>The bidder must have successfully implemented/implementing (end to end) at least Two e-Governance projects of similar nature in any state/ central government department/ Banks/RBI with value not below INR 180.00 Crore each in the period 01-Apr-2014 to 31-Jan-2023.</p> <p>Note:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Similar nature means any turnkey software development project of financial domain involving design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP. <input type="checkbox"/> The value of the WO shall be computed after removing any other non-application development components like supply of Software License, Hardware / IT infrastructure equipment, digitization and survey related activities etc. <input type="checkbox"/> If any consolidated WO is submitted, the WO / Client Certificate shall clearly specify the actual cost of application development and O&M/ FMS 	As per RFP
68	13	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA Technical Capability -I	<p>The bidder must have successfully implemented/implementing (end to end) multiple e-Governance projects similar to IFMS nature involving Application Software Development in any state/ central government department/ Banks/RBI with value not below INR 300cr during the period 01-Apr-2014 to 31-Jan-2023.</p> <p>OR</p> <p>The bidder must have successfully implemented/implementing (end to end) at least Two e-Governance projects of similar nature in any state/ central government department/ Banks/RBI with value not below INR 180.00 Crore each in the period 01-Apr-2014 to 31-Jan-2023.</p> <p>Note:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Similar nature means any turnkey software development project of financial domain involving design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP. <input type="checkbox"/> The value of the WO shall be computed after removing any other non-application development components like supply of Software License, Hardware / IT infrastructure equipment, digitization and survey related activities etc. <input type="checkbox"/> If any consolidated WO is submitted, the WO / Client Certificate shall clearly specify the actual cost of application development and O&M/ FMS 	<p>We understand that direct and indirect taxation related projects will come under financial domain and hence the taxation related project can be submitted for this criteria. Please confirm if our understanding is correct.</p>	Yes
69	15	4.a.6 4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	<p>Migration of existing data/ verification of data very effectively with centralized data architecture.</p>	<p>1. Is there a single source from where data migration need to be done to IFMS 3.0 or there are multiple data sources? 2. Please provide details about the current database software being used. 3. What is the estimated number of tables, objects (package/ procedure/ functions etc.) and volume of data</p>	<p>1. Multiple data sources 2. Microsoft Sql Server 3. varying database to database, initial data migration is already undertaken by DTA</p>
70	15	4.a.9 4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	<p>Centralized UI/UX interface for execution of work and self-services</p>	<p>Scope not clearly defined for the UI / UX Interface. Request to elaborate the scope of work.</p>	As per amended RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
71	15	4.a.10 4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	Mobile apps for all modules as desired by State -time to time	1. All or Limited functionality ? 2. If not all, what is the % of overall functionality to be developed for Mobile App? 3. If 'All'; how can big functionalities like budget allotment, Sanction Generation, Bill Preparation be operated through Mobile App?	1. will vary module to module 2. 50-70%
72	15	4.a.11 4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	Analytical tools / dynamic reports / MIS /Dash boards etc	1. What are the other functional scope may be added later in this scope, as etc has been mentioned? 2. Can these additional functionalities be considered as Change Request ?	1. etc. means of similar nature 2. all changes will be governed by change request process defined in RFP
73	15	4.a.12 4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	Other processes which state may decide to insert under IFMS/ or required due to changes in rules.	1. Can this additional functionalities be considered as Change Request ?	all changes will be governed by change request process defined in RFP
74	15	4.a. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	Platform based design & micro services based architecture	What is exactly meant by 'platform based design'. Does it mean platform dependency is required.	As per amended RFP
75	15	4.a. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	Implementation of SSO and integration with e-Vault, Jan Aadhaar, Aadhar, Banks and other State/Central Departmental Portals at different IT platforms.	How can all mentioned Portals be taken under same Single Sign On, whereas the user base is completely scattered ?	SSO is already implemented for IFMS 3.0 only integration is in scope of selected bidder.
76	15	4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	6) Migration of existing data/ verification of data very effectively with centralized data architecture.	1. Please confirm that scanning and digitization of legacy data is not in scope of this projects. 2. Please confirm that the data to be migrated is in structured format. 3. Please provide the number of tables and the average number of columns in a table from which that data has to be migrated.	1. yes 2. yes 3. it is varying table to table and database to database, also initial data migration is already undertaken by DTA with the help of Oracle resources, as mentioned in RFP.
77	16	4.a. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	As under IFMS 3.0 – new architecture, some processes have already been evolved for BFC/Budget reports, functional designs of all modules, Budget management, disbursement engine etc Phase-1 would involve, use of already developed processes & designs, integration, new Development in already developed processes, development of remaining processes & Go-Live of IFMS 3.0 Application as per scope of work mentioned in this RFP within a period of first three months. It would broadly comprise of the following activities- •Takeover of designs/development, new Development, Testing and Deployment of IFMS 3.0 Software Solution (Web & Mobile Application and Web portal) •Data Migration and verification •Training on application software and Handholding Support •System Integration and Commissioning (Go-Live) •Change requests, updations, new insertions, help desk issues etc.	1. Project time line mentioned for Phase 1 is 3 Months , Phase 2 for 6 Months in page number 16, whereas total time period mentioned in Section 7 Pt. 7.3 page no. 62 is T+78 weeks i.e. is approx 18 Months. Please confirm which is the correct timeline for Phase 1 and Phase 2. 2. Phase 3 is mentioned for 4 years in page number 16. Also in Section 4.c Page no. 25 it is mentioned as 5 years for O&M. Please confirm which is the correct duration for O&M Phase. 3. In Phase 1 - which processes are already developed and require take over and what are the remaining processes which need to be developed. 4. Please confirm if entire data migration need to be completed within Phase 1 or it can be done in phased manner.	As per amended RFP
78	16	4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	Phase-2 will include development (designs if required) of remaining modules of IFMS 3.0 , UAT, Roll out, implementation, updation, new insertions, help desk issues etc. It should be completed within a period of 6 months. IFMS –phase-3 onwards include successful bidder would be required to provide O&M and FMS of End-to-end implementation of IFMS 3.0 Application as per scope of work mentioned in this RFP for a period of four (4) years after sign off. It would broadly comprise of the following activities-	Kindly conform that the project duration is 4 years and Six months and not 5 years Phase 1 Go-Live 3 Months Phase - 2 Go-Live 6 Months O&M Support 4 years after Go-Live sign off of Phase - 2 This is not in-sync with the following as per page 25 of the RFP c. Operation, Support and Maintenance - Facility Management Services (“FMS”) including Development, Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for IFMS 3.0 The selected bidder shall provide Operations, support and Maintenance (O&M) services for all components installed / deployed as part of IFMS 3.0 Application starting from the Go-live date of IFMS 3.0 Application for a period of 5 years	As per amended RFP

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79	16	4.a. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	Phase-2 will include development (designs if required) of remaining modules of IFMS 3.0 , UAT, Roll out, implementation, updation, new insertions, help desk issues etc. It should be completed within a period of 6 months.	1. Please provide the segregation of modules and functionalities against each of the phases. Total time period mentioned in Section 7 Pt. 7.3 page no. 62 is T+78 weeks, however there is no "Phase Wise" segregation of functional scope provided in the table.	As per amended RFP
80	16	4.a. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	Phase-1 would involve, use of already developed processes & designs, integration, new Development in already developed processes, development of remaining processes & Go-Live of IFMS 3.0 Application as per scope of work mentioned in this RFP within a period of first three months.	1. Please describe the current challenges, that restrict the deployment of current solution, so that the same can be taken care of during the implementation by the selected SI.	1. Resource availability at jaipur location.
81	16	COMPONENTS OF IFMS 3.0	The table below lists down the broad functional coverage of Disbursement Engine, Budget Management & Accounting Platform under IFMS 3.0:	In the table on Page 17, please create another column and for each of the fuctions listed, please expalin what all functions have been developed and what all functions have to be developend. For each of the fuctions please specify the phase in which it should be implemented.	As per amended RFP
82	16	4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	New processes shall also be inserted continuously during support/ maintenance phase. This work should be done according to the functional designs already finalised by the STATE Government.	The bidder requests the following modification / clarifications: All the new processes, which are not included in the current scope of work as defined in the RFP, shall be included by the SI thorough Change Management process. The bidder shall be compensated separately for these changes. Please confirm if the understanding is correct.	All changes would be goverened by change request process defined in RFP
83	17	4.a. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	Table for Functional Coverage - General Requirements	1. WCC - Please confirm if it referes to Web Centre Content (Oracle). 2. What are the expected use of Block Chain ?	1. yes 2. as per amended RFP
84	17	4. SCOPE OF WORK, DELIVERABLES & TIMELINES: 4.a SI 2 Disbursement Engine	Employee Information Management and Employee Payments 1) Employee creation and employee information management 2) Salary Masters 3) Employee self-service 4) Employee requests and sanctions 5) Leave management, Joining, Relieving/ LPC in /LPC out 6) Employee payments bill preparation 7) new insertions, updations 8) Other related work	1. As RajKaj has been implemented, it is assumed that all HR functionalities mentioned here is already present and implemented in state. Only integration with RajKaj for salary bill preparation needs to be implemented in IFMS 3.0. Please confirm whether above assumption is correct? 2. If not, the HRMS functionalities including Employee creation, Employee self service, Leave Management, Transfer needs to be developed as part of IFMS 3.0. Need confirmation.	1. as per amended RFP 2. as per scope of work mentioned in RFP
85	20	4.a. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES: Pt-24	Other Requirements - Pt No 24 :- Server and infra management with software related activities	Please confirm if the requirement is only limited to Patch/security/upgradation of server components.	all Server management is taken care of SDC, however if any changes required in software due to patch/ upgration/ security then Selected bidder has to provide necessary support and need to perform required changes in application.
86	20	4.a. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	Development Resources:	1. No resource for Infra, Middleware administrator and business analyst has been mentioned. Also no resource have been mentioned for the different Oracle Stack mentioned in Page 25. Please clarify if the same has to be considered under SI's scope while estimating Manpower Resource Requirement.	1. Infra and middleware administration are to be handled by SDC team. 2. all software component from application prospective are to be considered by SI
87	20	COMPONENTS OF IFMS 3.0	20. Application/ Database security checks: Steps to be followed for maintaining in built security checks & controls at application software/ Database level to be incorporated may include such as: a. User rights and privileges b. Application/Database logs enabled c. Input Controls d. Processing Controls e. Authorization Controls (Digital Signature/eSign)	A. Kindy confirm the scope of Digital signature and e-Sign with respect to application software/database level authorizatin control. B. Please clarify that the department will be responsible for purchasing, issuing, and distributing CCA-compliant digital signatures to the end user. C. Bidder is aware that a PKI solution will be needed for the integration of DSC/eSign to the application. Please clarify that the bidder's scope will be limited to only integration with the application, and the department will bear the cost for the PKI solution.	A. Integration with e-sign solution or Digital signature. B. yes C. Yes

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
88	21	4.a. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES: Pt-13	Pt no 13:- Developer (Micro Service (Helidon/Springboot) Java Developer)	1. Micorservice developers are required for Helidon/Springboot. But in the subsequent section (Page 24) it is mentioned that Micorservices are to be developed in Helidon. Please clarify the requirement of Springboot developer?	1. One module(Budget) has been developed initially in Springboot, however rest of the modules are getting developed in helidone, hence resource having both springboot and helidon expirience will have added advantage.
89	23	4.a.a.i 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Understanding of the existing processes, applications and development of Integrated Architecture- Not required	1. The point is not clear as the line is ending with "not required". Requesting to please clarify.	As per amended RFP
90	23	4.a.a.ii 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Functional designs have been prepared. Preparation of remaining Data flow diagrams – in case new insertions or updations/ Wireframes/ UI/UX designs, Screen Mock-ups& Requirement documents for all the components	1. Please provide the completion % wise details against each of the module and its functionality, which are envisaged, so that the amount of work under the SI's scope can be worked out.	The sample DFDs have been given in the amended RFP. If any of the bidders intends to go through the DFDs pertaining to all the functions or Functional Requirement Specifications (FRS) or Wireframes prepared for various functions under IFMS 3.0, they may visit project office (Second Floor, Jeevan Nidhi Building, Ambedkar Circle, Jyoti Nagar, Jaipur) during the office hours.
91	23	a. End to End implementation of IFMS 3.0: Following key activities are to be performed for end-to-end implementation of IFMS 3.0:	i. Understanding of the existing processes, applications and development of Integrated Architecture- Not required <input type="checkbox"/> Identify the important business functions of Finance Department relating to budget, treasury, revenue collections <input type="checkbox"/> Study & assess the existing applications, identify the gaps & challenges and identification of integrated solution components for each of the functional areas involving adoption of best architectural practices and emerging technologies. <input type="checkbox"/> Process reengineering and process redesign <input type="checkbox"/> Restructuring of Treasury function through Process re-alignment <input type="checkbox"/> Conceptualization and designing of To-Be Functional, Solution and Deployment Architecture	It is specified that, Understanding of the existing processes, applications and development of Integrated Architecture- Not required. Please conform tha following: 1. Requirement Analysis and design of the budget, treasury, revenue collections has been done and the required SRS, FRS and Detailed design documents are ready to be shared with the selected bidder. 2. Please confirm that the deployemnt architecture of the compelete system has been identified and shared with the seletec bidder. 3. Please confirm that the integration architecture of the complete system has been finalized and will be shared with the selected bidder. 4. Please describe in detail what all functions and features have already been developed and they are at what stage of development and implementation. 5. Also please describe what all functions and features yet to be developed and implemented.	As per amended RFP
92	23	ii. Design, development, operations, Support & maintenance of IFMS 3.0	Functional designs have been prepared. Preparation of remaining Data flow diagrams – in case new insertions or updations/ Wireframes/ UI/UX designs, Screen Mock-ups& Requirement documents for all the components	Please confirm our understanding that, the functional requirements (FRS) and the System Requirements specifications (SRS) of the entire system has been done. However the selected bidder will be engaged from system design phase onwards.	The sample DFDs have been given in the amended RFP. If any of the bidders intends to go through the DFDs pertaining to all the functions or Functional Requirement Specifications (FRS) or Wireframes prepared for various functions under IFMS 3.0, they may visit project office (Second Floor, Jeevan Nidhi Building, Ambedkar Circle, Jyoti Nagar, Jaipur) during the office hours.

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
93	23	ii. Design, development, operations, Support & maintenance of IFMS 3.0	Effective integration among various systems- Departmental Portals, PFMS. E-Kuber RBI, AG, BANKS, Gem, ECO systems ,NSDL/NPCI/other etc. □ Design, development & deployment of APIs, Payment Gateways, Secure API gateways & Web Services for data sharing with other departments and agencies	Please confirm that the selected bidder will only be responsible for integration. THE CAPEX or OPEX for the following will be borne by the department : 1. Payment Gateway - Banks etc 2. SMS Gateway 3. email Gateway	Yes
94	23	ii. Design, development, operations, Support & maintenance of IFMS 3.0	Adoption of emerging technologies like Blockchain, Big data and advance analytics, RPA / AI / ML, Cloud, Containers, Kubernetes etc.	Kindly provide usecase for Block-chain, RPA, AI, and ML and Big Data Analysis. This is an open ended requirement and bidders cannot provide the effort estimations without use cases for each of these technologies.	As per amended RFP
95	24	4.a.b 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Application Frontend: HTML, CSS, JavaScript, React, Angular	1. In Page 21 - Development Resources - Only angular developer requirement mentioned. Is there any frontend to be developed in react and corresponding resource requirement?	As per amended RFP
96	24	4.b. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Technology Stack to be used for IFMS 3.0 which is already available and in place at State Data Centre	1. It is assumed that all mentioned technology stack (System Software) is under back to back support from the respective OEM for resolving any issue occurred during the development and maintenance period. Please confirm. 2. No specific software mentioned for Containerization and orchestration purpose, which is required for Microservice based implementation. Deploying war file directly to Weblogic server native (without Containerization) installation may not be suitable architecture. Please confirm if any additional S/W Infra required would be scope of the selected SI.	1. yes 2. as per amended RFP
97	24	4.b. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Micro service: Helidon	1. Is helidon is the only option, or other framework like springboot can be used?	as per RFP
98	25	4.c. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	The selected bidder shall provide Operations, support and Maintenance (O&M) services for all components installed / deployed as part of IFMS 3.0 Application starting from the Go-live date of IFMS 3.0 Application for a period of 5 years.	1. Hardware and OEM supplied Software/ tools needs support from OEM. For that ATS may require from concerned OEM. Please confirm if the Support License / ATS would be provided by RISL/ RSDC.	Yes
99	25	4.c. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	The enhancements, changes, development of new processes in already developed modules, up-gradation, bug-fixing & integrations, etc. in the software during O&M period shall have to be incorporated by the successful bidder in timely manner as desired by RISL with no extra cost to purchaser.	1. This is assumed that all these mentioned work scope is to be covered by the mentioned list of associates given in this RFP and without deploying any additional resources. Hence all delivery timeline would mutually decided between RISL and deployed project management team considering the bandwidth of the team. Please confirm.	Yes
100	25	b. Technology Stack to be used for IFMS 3.0 which is already available and in place at State Data Centre	The existing infrastructure/software available in state data centre will be used for development of IFMS 3.0 like state master, e-Sign, SSO, e-Vault etc. including below mentioned Oracle Stack:	Please confirm that the department will provide the the tools and technologies required for implementing and integrating the following, the selected bidder just need to integrate. 1. e-Sign 2. SSO 3. e-vault	Yes
101	26	4.c.ii 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Managed Services during Operations and Maintenance Period: a) Network utilization	1. Please confirm if the scope of SI covers maintenance of Networking Components and their performance. If so, The list of O&M Resources mentioned (in Page 21 / Page 27) must include Network Person.	As per amended RFP
102	26	Managed Services during Operations and Maintenance Period:	The selected bidder shall be responsible for the overall administration, operations, monitoring & maintenance of the deployed IFMS 3.0 application and the Database to ensure the desired uptime and performance. Technology partner may use tool's subject to availability with RISL.	Please provide details of the Monitoring tool provided by the department.	As per amended RFP
103	26	Managed Services during Operations and Maintenance Period:	RISL may arrange for the audits of the application through a third party agency on timely basis. Based on the findings of audits, the selected bidder will have to bring in the necessary changes in the application to ensure the compliance in timely manner.	Please confirm our understanding that, RISL will bear all the costs - OPEX and CAPEX to engage thrid party auditor at any stage of the project.	Yes

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
104	26	c. Operation, Support and Maintenance - Facility Management Services ("FMS") including Development, Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for IFMS 3.0	RISL may arrange for the audits of the application through a third party agency on timely basis. Based on the findings of audits, the selected bidder will have to bring in the necessary changes in the application to ensure the compliance in timely manner.	Bidder understands that the cost of audits will be borne by department. Please confirm?	Yes
105	26	4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	c. Operation, Support and Maintenance - Facility Management Services ("FMS") including Development, Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for IFMS 3.0 ii. Managed Services during Operations and Maintenance Period: RISL may arrange for the audits of the application through a third party agency on timely basis. Based on the findings of audits, the selected bidder will have to bring in the necessary changes in the application to ensure the compliance in timely manner.	The bidder requests the following clarifications: The cost of appointing the third party agency and subsequent audits during the entire project terms shall be borne by RISL. Please confirm if the understanding is correct.	Yes
106	27	4.c.iv.a 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Selected Bidder shall deploy at-least following resources for development of IFMS 3.0:	1. Please confirm total resource deployment is required from Month 1 or SI may do realistic "Resource Deployment Plan" as per delivery timeline. For example the migration team, quality and testing team, developers may not be required at the very initial phases and can be considered for deployment in a phased manner.	As per RFP
107	28	4.c SI 3 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	The tendering authority would not be liable to pay any additional cost for the additional manpower deployed in the project.	1. RFP has mentioned the minimum required man power. It may require additional manpower to complete the work within time. Please confirm that the quotation can be made with the estimated manpower which is higher than the given minimum manpower requirement and payment would be made based on the quoted manpower.	Payment is not linked to Manpower, it is milestone based.
108	28	iv. Minimum Manpower Required:	g. The selected bidder needs to maintain data security and accurate controls/ validations in each stage of process from their resources as defined by GOR	Please provide the reference of GOR for data security policy.	As per amended RFP
109	28	4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	iv. Minimum Manpower Required: Note: 1. The minimum on-site estimated manpower for Development, O&M and FMS period is mentioned in above tables. If more manpower is required at on-site the bidder shall arrange the same as per the project requirement. 2. The additional offsite manpower required for the project during Development, O&M and FMS period shall be assessed by the bidder at their own keeping in view the timelines and size of the Project. 3. The tendering authority would not be liable to pay any additional cost for the additional manpower deployed in the project.	The bidder requests the following clarifications: 1) The bidder understands from the BoQ that this is a fixed price project and not a Time & Material based project. If the project is a fixed price project, why should the bidder have to meet the minimum manpower deployment criteria for onsite & off site resources? Please clarify. 2) Further, additional manpower as assessed by the bidder at their own keeping in view the timelines and size of the Project needs to be provided at no additional cost to the Purchaser. So, again, the requirement of the RFP to meet the onsite and offshore minimum resource deployment plan is not required. So the bidder requests to modify the clause to read as "Indicative Manpower Requirement".	1) The minimum manpower is mentioned based on the experience of required manpower currently working in IFMS 2.0/ 3.0 2. bidder needs to assess if additional manpower required. 3. the payment is milestone based and The tendering authority would not be liable to pay any additional cost for the additional manpower deployed in the project.
110	28	4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	d. The resource(s) (as per Annexure: 11 – Minimum Qualification of Resources) at RISL/ concerned department, Jaipur shall be deployed by Selected Bidder within 15 days from the issuance of the Work order till the end of the contract.	The bidder requests the following modifications: d. The resource(s) (as per Annexure: 11 – Minimum Qualification of Resources) at RISL/ concerned department, Jaipur shall be deployed by Selected Bidder within 30 days from the issuance of the Work order / signing of the contract between both parties, whichever is later, till the end of the contract.	As per amended RFP
111	28	4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	f. Selected Bidder shall provide adequate capacity Desktop/ Laptop(s), necessary peripherals and internet facility to the deployed resources.	The bidder requests the following modifications: f. Selected Bidder shall provide adequate capacity Desktop/ Laptop(s), necessary peripherals to the deployed resources. The internet facility shall be provided by RISL/DTA.	As per amended RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
112	29	4.c.b 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Selected bidder shall arrange to provide manpower even on government holidays.	1. It seems this includes weekend and other holidays also. Kindly confirm so that accordingly resources in multiple shifts including holidays can be estimated.	Yes, DTA may declare holiday / weekends as working day as per need of the project and hence support would be required on holiday / weekends declared as working days.
113	29	4.c.vi.c 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Selected Bidder, shall primarily conduct the training sessions. Training requirements & details of attendees shall be specified by RISL/Concerned Department(s). Trainings would be primarily conducted in Jaipur.	1. It is assumed that the training will be conducted online centrally from Jaipur where no travel / or training arrangement cost is involved for the SI. Please confirm. 2. Also confirm, if any session is required outside of Jaipur, the cost for travel, staying etc. as required for the training would be borne by RISL.	1. Training would be conducted online or centrally from Jaipur.
114	29	4.c.vii 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Data Recovery & restoration arrangements will also be made by the bidder as and when required	1. Please explain what arrangements have been referred here for necessary server and storage for restoration.	Server and Storage will be provided by SDC however necessary support by SI to be extended as and when required.
115	29	4.c 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Note: The scope of development/enhancement is not limited to above activities. RISL may introduce new processes/ modules as per their requirements and may change the existing processes as per their requirement. All these would be in scope of FMS services.	1. The statement doesn't provide any estimation regarding the development/ enhancementg scope for new process/ modules. Kind set an upper limit of the scope inclusion in terms of (Person Days), beyond which would be considered as paid Change Request.	Change request would be governed by change request process defined in RFP.
116	29	vi. Training, Hand holding and Implementation Support:	c. Selected Bidder, shall primarily conduct the training sessions. Training requirements & details of attendees shall be specified by RISL/Concerned Department(s). Trainings would be primarily conducted in Jaipur.	Please confirm that in case of any travel for training outside Jaipur, the department will bear the travel boarding and lodging cost of the trainer on actual basis.	As per amended RFP
117	29	vi. Training, Hand holding and Implementation Support:	d. There shall be informal sessions/ telephonic calls/ Video conferencing etc. with client departments to make them understand about various new features etc.	Please confirm that the cost for Video conferencing and other calls will be borne by the department.	Yes
118	29	4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	d. Selected bidder shall be responsible to replace the resource(s) (meeting all criteria as specified in this RFP document) within 7 days.	The bidder requests the following modifications: d. Selected bidder shall be responsible to replace the resource(s) (meeting all criteria as specified in this RFP document) within 30 working days or any reasonable extended period as may be agreed between the selected bidder and RISL / DTA.	As per amended RFP
119	29	4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	vi. Training, Hand holding and Implementation Support: c. Selected Bidder, shall primarily conduct the training sessions. Training requirements & details of attendees shall be specified by RISL/Concerned Department(s). Trainings would be primarily conducted in Jaipur.	The bidder requests the following modification / clarifications: The bidder understands that the trainings shall be primarily conducted in Jaipur. However, if the bidder's associates are required to travel to any location outside Jaipur, then the expenses towards travel, food, lodging etc. shall be borne by RISL / DTA and reimbursed to the selected bidder. Please confirm if the understanding is correct.	As per amended RFP
120	30	4.c 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	No Change Request would be entertained during the FMS Period for enhancement and changes in the modules/processes developed and implemented as per the scope mentioned in this RFP.	1. Request to consider this statement on the light of work not properly defined within this RFP.	As per amended RFP
121	30	4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	iii. Approval or disapproval of the change request – FD/DTA will depute a committee to approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialization, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.	The bidder requests the following modifications: 1) The bidder requests that they should be allowed to provide a rate card for for all technical resources based on their experience and specialization. The rates shall be valid for the financial year in which the contract starts. From next financial year onwards, the rates shall be revised upwards by 20% keeping in mind the annual cost of living adjustments / inflations. Please consider. 2) If the number of modules increases and post implementation support needs to be provided, then corresponding cost (depending on the grade wise man-month effort required to provide the support) should be added to the quarterly payments to be made to the selected bidder. As the number of new modules cannot be decided at this stage, its not possible for the bidder to project the cost of supporting such new modules during the entire contract terms also. Please consider the modification to the clause.	As per amended RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
122	31	4. SCOPE OF WORK, DELIVERABLES & TIMELINES:	ii. Responsibilities of RISL	The bidder requests the following addition to the clause: Timely payments and clearing of all dues to the selected bidder within 30 days of submission of invoice along with the required deliverables.	As per RFP
123	34	5. INSTRUCTION TO BIDDERS (ITB)	8) Bid Security: h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.	The bidder requests the following modifications: The bid security of unsuccessful bidders shall be refunded within 15 days of after final acceptance of successful bid / notification of award to the successful bidder.	As per RFP
124	34	5. INSTRUCTION TO BIDDERS (ITB)	i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: - a. when the bidder withdraws or modifies its bid after opening of bids; b. when the bidder does not execute the agreement, if any, after placement of letter of contract. c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified. d. when the bidder does not deposit the performance security within specified period after the Lol is placed; and e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document. f. If the bidder fails to submit requisite Security Deposit (SD) or sign the "Agreement for contract" within the time period as specified in the "Letter of Intent"	The bidder requests the following modifications: i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: - a. when the bidder withdraws or modifies its bid after opening of bids; b. deleted c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified or any reasonable extensions as requested by the successful bidder and mutually agreed with the RISL / DTA. d. when the bidder does not deposit the performance security within specified period after the Lol is placed or any reasonable extensions as requested by the successful bidder and mutually agreed with the RISL / DTA.; and e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document. f. If the bidder fails to submit requisite Security Deposit (SD) or sign the "Agreement for contract" within the time period as specified in the "Letter of Intent" or any reasonable extensions as requested by the successful bidder and mutually agreed with the RISL / DTA.	As per RFP
125	35	5. INSTRUCTION TO BIDDERS (ITB)	m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: - a. the expiry of validity of bid security; b. the execution of agreement for contract and security deposit is furnished by the selected bidder; c. the cancellation of the procurement process; or d. the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.	The bidder requests the following modifications: m) The procuring entity shall promptly return the bid security, within 15 days, of the following events, namely: - a. the expiry of validity of bid security; b. the execution of agreement for contract and security deposit is furnished by the selected bidder; c. the cancellation of the procurement process; or d. the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.	As per RFP
126	36	5. INSTRUCTION TO BIDDERS (ITB)	12) Selection Method: The selection method is Least Cost Based Selection (LCBS or L1) based on NPV specified in RFP clause titled "Evaluation & Tabulation of Financial Bids".	The bidder requests the following modifications: The selection criteria should be changed to Quality & Cost Based Selection (QCBS) with 80% weightage given to Technical score and 20% weightage given to Financial score.	As per RFP
127	38	e) Technical Evaluation Criteria:	Bidder's experience in software development services (as defined under Technical Capability -I in Pre-Qualification Criteria) for Treasury/ IFMS/ PFMS/ Financial Management Systems for State/Centre Government/PSUs of India with minimum value of Rs. 30 Crore for each project	The bidder requests to modify the clause as given below : Bidder's experience in software development services (as defined under Technical Capability -I in Pre-Qualification Criteria) for Treasury/ IFMS/ PFMS/ Financial Management Systems for State/Centre Government/PSUs of India with minimum value of Rs. 30 Crore for each project.	As per RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
128	40	15) Evaluation & Tabulation of Financial Bids: 15.e	C = Cost of Support and Maintenance of Phase-1 of IFMS 3.0 application after Go-live of phase-1 and before Go-live of phase-2 (Ref. S. No. 3 of Financial Bid BoQ) of Financial Bid	<p>1) Support and maintenance of Phase 1 mentioned here is not present in table of total time period given in page No. 62 under section "Payment Terms and Schedule" point No. 3.a. From the table it is not clear from which week resources for O&M needs to be deployed. Request to clarify the same, i.e. from which week man power needs to be deployed for O&M.</p> <p>2) Also in page No.25 point No. (c) it is mentioned that "The selected bidder shall provide Operations, support and Maintenance (O&M) services for all components installed / deployed as part of IFMS 3.0 Application starting from the Go-live date of IFMS 3.0 Application for a period of 5 years". As bidder needs to deploy full strength of resources for O&M as per resource deployment table after Phase 1, or SI has flexibility to deploy the manpower as per actual requirement of Phase-I. Request to clarify the same.</p> <p>3) Also please clarify whether the SLA and related penalty as mentioned in page No. 66 point No. 4 "Service Level Standards/ Requirements/ Agreement" will be applicable from the deployment of O&M resources after phase-1 and before Go-live of phase-2 also?</p>	As per amended RFP
129	40	5. INSTRUCTION TO BIDDERS (ITB)	<p>e) Financial Evaluation Criteria: To determine the most competitive (lowest or L1) rates, "NPV of the Financial Bid" shall be calculated as under: NPV_Dev:</p> <ul style="list-style-type: none"> • Total quarters for which quarterly payment to be made during O&M period = 12 quarter • H = Quarterly Payable amount during O&M period = $\{D+G\}/12\}$ • PV Factor = Considering 3% per quarter i.e. 12% annually <p>NPV = $[F + \{H/ (1.03)\} + \{H/ (1.03)^2\} + \{H/ (1.03)^3\} + \dots + \{H/ (1.03)^{12}\}]$</p> <p>NOTE: quarterly payment for 12 quarters has been considered for evaluation purposes only. However, the payment shall be made as per payment terms and conditions of RFP.</p>	<p>The bidder requests the following clarifications: If the O&M support post Go Live is 5 years (20 quarters), then why only 12 quarters are used for calculation of the NPV. Please clarify.</p>	As per amended RFP
130	43	5. INSTRUCTION TO BIDDERS (ITB)	<p>21) Acceptance of the successful Bid and award of rate contract</p> <p>g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an "Agreement for rate contract" within fifteen days from the date on which the letter for intent is dispatched to the bidder, in the format provided by RISL to the successful bidder on a non-judicial stamp of requisite value with an intimation to convert the "Bid Security" (EMD), submitted to RISL, into "Security Deposit" (SD). In case "Bid Security" (EMD) has not been obtained (due to pandemic or any other reason) then each of the successful bidder(s) will have to deposit 2% of the rate contract value with taxes as per the portion or ratio allotted.</p> <p>h) If the issuance of formal "Work Order" is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of rate contract is complete as soon as the formal "Agreement for rate contract" is executed, the "letter of intent" or LOI shall constitute a binding rate contract.</p>	<p>The bidder requests the following modifications:</p> <p>g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an "Agreement for rate contract" within 30 (thirty) working days, or any reasonable extension requested by the selected bidder and mutually agreed with RISL / DTA, from the date on which the letter for intent is received by the bidder, in the format provided by RISL to the successful bidder on a non-judicial stamp of requisite value with an intimation to convert the "Bid Security" (EMD), submitted to RISL, into "Security Deposit" (SD). In case "Bid Security" (EMD) has not been obtained (due to pandemic or any other reason) then each of the successful bidder(s) will have to deposit 2% of the rate contract value with taxes as per the portion or ratio allotted.</p> <p>h) If the issuance of formal "Work Order" is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of rate contract is complete as soon as the formal "Agreement for rate contract" is executed or the "letter of intent" or LOI is acknowledged and accepted by the successful bidder. The LOI shall constitute a binding rate contract till the formal agreement is signed with the successful bidder.</p>	As per amended RFP
131	43	5. INSTRUCTION TO BIDDERS (ITB)	<p>21) Acceptance of the successful Bid and award of rate contract</p> <p>i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the "Agreement for Rate Contract" with the selected bidder is signed and its "Security Deposit" (SD) is obtained.</p>	<p>The bidder requests the following modifications:</p> <p>i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon, not later than 15 days, after the Information of award of rate contract is communicated to all participating bidders and published on the respective website(s) as specified in NIB.</p>	As per RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
132	43	5. INSTRUCTION TO BIDDERS (ITB)	24) Security Deposit (SD) a) Refund of SD: The SD shall be refunded after three (03) months of the expiry of the rate contract period.	The bidder requests the following modifications: a) Refund of SD: The SD shall be refunded after one (01) month of the expiry of the rate contract period.	As per RFP
133	43	5. INSTRUCTION TO BIDDERS (ITB)	24) Security Deposit (SD) b) Forfeiture of SD: The SD taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: - a. When any terms and condition of the rate contract is breached or cancelled b. when the bidder does not accept any work order(s) issued anytime during the period of rate contract c. when the bidder fails to commence the supply of the goods or service or execute work issued under this rate contract d. when the bidder does not deposit the requisite performance security within the period specified in the individual work order(s) , issued under this rate contract	The bidder requests the following clarifications: 1) What is meant by "cancelled"? We need to understand the rationale behind forfeiting the SD if the terms and condition of the rate contract are "Cancelled". Please clarify. 2) Is the successful bidder expected to get 1 WO for the entire scope of the RFP or will they get individual WOs for each phase of the project? Please clarify. 3) For any additional CRs which may be issued to the successful bidder during the term of the contract, will they be asked to provide SD against each CR also? Please confirm.	As per amended RFP
134	44	26) Right to vary quantity	b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the rate contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: - i. 50% of the quantity of the individual items and 50% of the value of original rate contract in case of works; and ii. 50% of the value of goods or services of the original rate contract	Please remove these clauses, as they are not applicable to this bid	As per amended RFP
135	44	5. INSTRUCTION TO BIDDERS (ITB)	25) Individual Work Order(s) Issued to Bidders under Rate Contract: As per the project requirements, from time to time, the Purchaser shall issue individual work order(s) to the successful bidder(s) for supply and installation of various items/ services, however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order(s) from RISL. The individual work order(s) shall specify the quantity of various items/ services to be supplied along with other relevant details. RISL reserves the right to re-distribute/ alter/ change the ratio between the successful bidder(s) as per the performance of the respective successful bidder.	The bidder requests the following clarifications: Does this mean that RISL intends to identify more than 1 successful bidder against this tender process and can award work to more than 1 bidder also? Please clarify.	As per amended RFP
136	44	5. INSTRUCTION TO BIDDERS (ITB)	27) Performance Security Deposit (PSD) d) Performance security furnished in the form specified in sub clause [d.] of I above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and defect liability period	The bidder requests the following modification / clarifications: Elsewhere in the RFP, its mentioned that the SD needs to be valid for 3 months post contract expiry. So please confirm which is correct.	As per amended RFP
137	44	5. INSTRUCTION TO BIDDERS (ITB)	e) Forfeiture of Performance Security Deposit (PSD):PSD amount in full or part may be forfeited, including interest, if any, in the following cases: - a. When any terms and condition of the rate contract is breached. b. When the bidder fails to make complete supply satisfactorily	The bidder requests the following modifications: Can a breach of SLA be considered as breach of contract terms & conditions leading to forfeiture of the PSD? Please clarify. Both these statements are subject to interpretation of the reader. So, please elaborate / clearly define these conditions.	As per RFP
138	45	5. INSTRUCTION TO BIDDERS (ITB)	28) Execution of Agreement for Rate Contract a) A procurement rate contract shall come into force from the date on which the letter of rate contract is despatched to the bidder.	The bidder requests the following modifications: a) A procurement rate contract shall come into force from the date on which the letter of rate contract / LoI / LoA is received and acknowledged by the bidder.	As per RFP
139	45	5. INSTRUCTION TO BIDDERS (ITB)	28) Execution of Agreement for Rate Contract b) The selected bidder shall sign the Agreement within 15 days from the date on which the letter of intent is despatched to the selected bidder	The bidder requests the following modification / clarifications: b) The selected bidder shall sign the Agreement within 30 working days, or any reasonable extended period as may be agreed between the selected bidder and RISL / DTA, from the date on which the letter of intent is received and acknowledged by the selected bidder.	As per amended RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
140	46	31) Code of Integrity for Bidders; 46	c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: - a. exclusion of the bidder from the procurement process; b. forfeiture or encashment of any other security or bond relating to the procurement; c. recovery of payments made by the procuring entity along with interest thereon at bank rate; d. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity; e. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.	The bidder requests to remove the clause: c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: - a. exclusion of the bidder from the procurement process; b. forfeiture or encashment of any other security or bond relating to the procurement; c. recovery of payments made by the procuring entity along with interest thereon at bank rate; d. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity; e. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.	As per RFP
141	49	5. INSTRUCTION TO BIDDERS (ITB)	38) Monitoring of Contract f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.	The bidder requests the following modifications: f) The selected bidder shall can assign or sub-let his contract or any substantial part thereof to any other agency.	As per RFP
142	49	37) Debarment from Bidding ; 49	a) A bidder shall be debarred by the State Government if he has been convicted of an offence a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred. c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years. d) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.	The bidder requests to remove the clause: a) A bidder shall be debarred by the State Government if he has been convicted of an offence a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred. c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years. d) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.	As per RFP
143	52	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	10. Purchaser's Responsibilities- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general conditions of the contract.	The bidder requests the following modifications: b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general conditions of the contract within 30 days of submission of invoice along with the required deliverables.	As per RFP
144	52	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	10. Purchaser's Responsibilities- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general conditions of the contract.	The bidder requests the following clarifications: The Purchaser should clarify the credit period / number of days within which the invoice submitted by the successful bidder shall be paid. Please confirm.	As per RFP
145	52	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	12. Recoveries from Supplier/ Selected Bidders- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.	The bidder requests the following clarifications: Please define the cap on the maximum amount of recovery by way of Liquidated Damages (including SLA penalty) that can be done by the Purchaser from the successful bidder.	As per amended RFP
146	52	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	12. Recoveries from Supplier/ Selected Bidders- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.	The bidder requests the following modifications: Notwithstanding anything contained in this Agreement of the RFP the maximum aggregate penalty including liquidated damages shall not exceed five percent of the value of the delayed or undelivered services and can be imposed for reasons that are solely applicable to the successful bidder.	As per amended RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
147	52	13) Taxes & Duties; 52	a) The TDS, etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates. All other taxes, duties, license fee and levies shall be included in the bid price excluding GST. b) For services supplied, the selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted services to the Purchaser. c) If any tax exemptions, reductions, allowances or privileges may be available to the selected bidder, the Purchaser shall use its best efforts to enable the selected bidder to benefit from any such tax savings to the maximum allowable extent.	<p>The bidder requests the following addition to the clause:</p> <p>a) The TDS, etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates. All other taxes, duties, license fee and levies shall be included in the bid price excluding GST <u>or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the Purchaser.</u> b) For services supplied, the selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted services to the Purchaser. c) If any tax exemptions, reductions, allowances or privileges may be available to the selected bidder, the Purchaser shall use its best efforts to enable the selected bidder to benefit from any such tax savings to the maximum allowable extent. <u>Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the Purchaser. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</u></p>	As per RFP
148	53	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	14. Copyright/ Intellectual Property Rights (IPR)- a) The copyright/ IPR in all drawings, source code design documents, and other materials containing data and information furnished to the Purchaser that has been designed / developed/ integrated by the Selected Bidder for the project herein shall remain vested in the Purchaser.	<p>The bidder requests the following modifications:</p> <p>i) Products and fixes All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the Purchaser even after termination of this Agreement. Bidder would be responsible for arranging any licenses associated with the products.</p> <p>ii) Bespoke development The IPR rights for any bespoke development done during the term of the project will vest exclusively with the Purchaser.</p> <p>iii) Pre-existing work All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party or its sub-contractors under this Agreement ("pre-existing work") including any enhancement or modification thereto may remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the bidder shall grant Purchaser a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Purchaser as part of the service or deliverables only for internal business operations of the Purchaser. The foregoing license does not authorize Purchaser to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the bidder pre-existing work/IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to</p>	As per RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
149	53	14) Copyright/ Intellectual Property Rights (IPR); 53	a) The copyright/ IPR in all drawings, source code design documents, and other materials containing data and information furnished to the Purchaser that has been designed / developed/ integrated by the Selected Bidder for the project herein shall remain vested in the Purchaser.	<p>The bidder requests the following modification: <u>All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder's proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and Bank shall not acquire any right title or interest of any nature therein except to the extent provided herein.</u> The copyright/ IPR in all drawings, design documents, source code and other materials containing data and information furnished <u>solely and explicitly developed to the RISL/Purchaser by the Supplier/ Selected-Bidder</u> herein shall remain vested in the Purchaser. <u>Bidder shall however grant in favour of RISL the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorize RISL to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP. All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and RISL shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the RISL shall be free to</u></p>	As per RFP
150	53	15) Confidential Information; 53	a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract. d) The obligation of a party under sub-clauses above, however, shall not apply to information that: - i. the Purchaser or Supplier / Selected Bidder need to share with RISL or other institutions participating in the Contract; ii. now or hereafter enters the public domain through no fault of that party; iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof. f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.	<p>The bidder requests the following modification: a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract. d) The obligation of a party under sub-clauses above, however, shall not apply to information that: - i. the Purchaser or Supplier / Selected Bidder need to share with RISL or other institutions participating in the Contract; ii. now or hereafter enters the public domain through no fault of that party; iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality; <u>v. is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information; vi. is required to be provided under any law, or process of law duly executed.</u> e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof. f) The provisions of this clause shall survive two years after completion or termination, for</p>	As per RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
151	53	17) Extension in Delivery Period and Liquidated Damages (LD)	ii. The maximum amount of liquidated damages shall be 10% of the contract value.	The bidder requests the following modification: <u>Liquidated damages shall be 0.5% of the value of delayed goods/ services subject to a limit of 5% of the value of the delayed goods/ services and shall be levied only if the delay is for reasons solely and entirely attributable to supplier/ Bidder and not for delay due to reasons attributable to RISL and/or its other vendors or due to reasons of Force Meajure.</u>	
152	54	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	17. Extension in Delivery Period and Liquidated Damages (LD)- a) Except as provided under clause "Force Majeure", if the Supplier/ Selected Bidder fails to deliver any or all of the Services or Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination". d) The supplier/ Selected Bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service if he finds himself unable to complete the supply of goods or services within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and services after which such request shall not be entertained.	The bidder requests the following clarifications: The sub clause (d) does not have any mention of the percentage of LD applicable for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. So please clarify or modify the clause suitably.	
153	54	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	17. Extension in Delivery Period and Liquidated Damages (LD)- h) It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.	The bidder requests the deletion of the clause. There are applicable LD & SLA penalty clauses applicable which shall protect the Purchaser in event of delays in execution of the project by the selected bidder. So, cancellation of the contract for delays with respect to undelivered services should not be done.	
154	55	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	j) In case of extension in the delivery of services and/ or installation/ completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected has failed to supply or complete: - a. Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work - 2.5 % b. Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work - 5.0 % c. Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work - 7.5 % d. Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work - 10.0 %	The bidder requests the following modifications: j) In case of extension in the delivery of services and/ or installation/ completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected has failed to supply or complete: - a. Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work - 1 % of the value of the undelivered services b. Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work - 2 % of the value of the undelivered services c. Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work - 3 % of the value of the undelivered services d. Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work - 5.0 % of the value of the undelivered services	As per RFP
155	55	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	The maximum amount of liquidated damages shall be 10% of contract value	The bidder requests the following modifications: The maximum amount of liquidated damages for any milestone shall be 10% of payment due for a particular milestone.	As per RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
156	55	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	The maximum amount of liquidated damages shall be 10% of contract value	The bidder requests the following clarifications: Please clarify if the maximum LD will be capped to 10% of the Total contract value or 10% of the Work Order value awarded to the bidder against which, the delay has occurred? This clarity is required as the total contract value could be higher than the work order value and capping of LD to contract value will lead to penalty being levied on amounts which should not be considered for LD calculations.	As per RFP
157	55	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	* The percentage of LD is applicable on the payment due for a particular milestone.	The bidder requests the following clarifications: The bidder understands that LD is only applicable on the payment due for a particular milestone during Implementation Phase (Serial # 1 & 2 of the BoQ) . It shall not be levied on any Milestone payment during the Support & Maintenance phase (Serial # 3, 4 & 5 of the BoQ). Please confirm if the understanding is correct.	As per RFP
158	55	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	18. Limitation of Liability-	The bidder requests the following modifications: i) The aggregate liability of bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total amount, paid to bidder by the Purchaser in the preceding twelve months under this Agreement that gives rise to such liability (as of the date the liability arose). ii) In no event shall bidder be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause (i) above) even if it has been advised of their possible existence.	As per RFP
159	55	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	20. Change Orders and Contract Amendments- a) The Purchaser may at any time order the Supplier/ Selected Bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following: - i. Profile of Personnel required ii. The place of deployment iii. New functionality / modification to be added after UAT has been done. iv. The Related Services to be provided by the Supplier/ Selected Bidder.	The bidder requests the following clarifications: the bidder understands that all such changes shall be mutually discussed and agreed between the Purchaser and the selected bidder. No changes to the contract shall be made without the mutual consent of both parties. Please confirm if the understanding is correct.	Yes
160	55	18) Limitation of Liability	Except in cases of gross negligence or wilful misconduct: - a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ Bidder to pay liquidated damages to RISL; and b) the aggregate liability of the supplier/ Bidder to RISL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ Bidder to indemnify RISL with respect to patent infringement.	The bidder requests the following modification: Except in cases of gross negligence or wilful misconduct: - a) neither party shall be liable to the other party for any <u>special, indirect, exemplary, punitive</u> or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ Bidder to pay liquidated damages to RISL; and b) the aggregate liability of the supplier/ Bidder to RISL, whether under the Contract, in tort, or otherwise, shall not exceed the <u>total amount paid to supplier/ Bidder by the RISL in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose)</u> specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ Bidder to indemnify RISL with respect to patent infringement.	As per RFP
161	55	19) Force Majeure		The bidder requests the following addition to the clause: <u>However supplier/ Bidder shall be entitled to receive payments for all services rendered by it under this Agreement.</u>	As per RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
162	56	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	20. Change Orders and Contract Amendments- b) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's/ Selected Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the Supplier/ Selected Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's/ Selected Bidder's receipt of the Purchaser's change order.	The bidder requests the following modifications: b) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's/ Selected Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended.	As per RFP
163	56	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	20. Change Orders and Contract Amendments- c) Prices to be charged by the Supplier/ Selected Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier/ Selected Bidder for similar services.	The bidder requests the following modification / clarifications: c) Prices to be charged by the Supplier/ Selected Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties.	As per RFP
164	56	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	21. Termination- a) Termination for Default- ii. If RISL terminates the contract in whole or in part. a. Amount of performance security deposit may be forfeited.	The bidder requests the following modifications: a) Termination for Default- ii. If RISL terminates the contract in whole or in part. a. deleted	As per RFP
165	56	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	21. Termination- c) Termination for Convenience/ Foreclosure- ii. Depending on merits of the case the Supplier / Selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.	The bidder requests the following modifications: c) Termination for Convenience/ Foreclosure- ii. In the event of termination for any reason whatsoever, the bidder shall be paid for all the goods delivered / services rendered and accepted by the Purchaser till the effective date of terminaton.	As per RFP
166	56	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	c) Termination for Convenience/ Foreclosure- i. RISL, by a written Notice of at least 30 days sent to the supplier / Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier/ Selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.	The bidder requests the following modifications: Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the bidder is entitled to compensation against all the services rendered, material delivered, advances paid and all such costs that have been incurred by the bidder to provide services as per the agreement.	As per RFP
167	56	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	c) Termination for Convenience/ Foreclosure- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier/ Selected Bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: iv. To have any portion completed and delivered at the Contract terms and prices; and/or v. To cancel the remainder and pay to the Supplier/ Selected Bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier / Selected Bidder.	The bidder requests the deletion of sub clause iii, iv and v as these all pertain to delivery of goods which are not a part of this contract. Else, please mark them as not applicable to the scope of work of the current RFP.	As per amended RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
168	56	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	21. Termination-	<p>The bidder requests the following modifications:</p> <p>1) Either party may terminate this Agreement for cause if either party materially breaches this Agreement, provided that either party gives the other notice of such breach and it remains uncured after 60 days following notice or such other period as mutually agreed.</p> <p>2) Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the bidder is entitled to compensation against all the services rendered, material delivered, advances paid and all such costs that have been incurred by the bidder to provide services as per the agreement.</p> <p>3) In the event that Purchaser terminates this agreement, compensation will be accorded to the bidder for the services rendered, advance paid and expenses incurred upto the termination along with the cost for the additional period for which the purchaser has requested the bidder to continue the services.</p> <p>4) If any amount due and payable by Purchaser under the Agreement is more than 30 days overdue; and there is no dispute between Purchaser and the bidder in relation to that amount, the bidder may issue to Purchaser a notice that payment is overdue. If Purchaser fails to pay the bidder within 7 days after the date of such notice, the bidder may by a further notice to Purchaser terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</p>	As per RFP
169	56	21) a Termination	a) Termination for Default i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ Bidder, terminate the contract in whole or in part: - a. If the supplier/ Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or b. If the supplier/ Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or c. If the supplier/ Bidder, in the judgement of RISL, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract. d. If the supplier/ Bidder commits breach of any condition of the contract. ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited. a. Amount of performance security deposit may be forfeited. b. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.	<p>The bidder requests the following modification:</p> <p>a) Termination for Default i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for <u>material</u> breach of contract, by a written notice of default of at least 30 days sent to the supplier/ Bidder, terminate the contract in whole or in part: - a. If the supplier/ Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or b. If the supplier/ Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or c. If the supplier/ Bidder, in the judgement of RISL, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract. d. If the supplier/ Bidder commits <u>material</u> breach of <u>any condition</u> of the contract. ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited. a. Amount of performance security deposit may be forfeited. b. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained. <u>Notwithstanding the above, if any amount due and payable by RISL under the Agreement is more than 30 days overdue; and there is no dispute between RISL and Bidder in relation to that amount, Bidder may issue to RISL a notice that payment is overdue. If RISL fails to pay Bidder within 7 days after the date of such notice, Bidder may by a further notice to RISL terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</u></p>	As per RFP
170	56	21) c Termination; 56	c) Termination for Convenience / Foreclosure i. RISL, by a written notice of at least 30 days sent to the supplier/ Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for RISL's convenience, the extent to which performance of the supplier/ Bidder under the Contract is terminated, and the date upon which such termination becomes effective.	<p>The bidder requests the following modification:</p> <p>c) Termination for Convenience / Foreclosure i. RISL, by a written notice of at least 3060 days sent to the supplier/ Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for RISL's convenience, the extent to which performance of the supplier/ Bidder under the Contract is terminated, and the date upon which such termination becomes effective. <u>Similarly, Bidder by a written notice of at least 60 days may terminate the Contract to RISL, in whole or in part, at any time for its convenience.</u></p>	

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
171	57	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	b) Transfer of Assets ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.	The bidder requests the following modification / clarifications: The scope of work of the current RFP does not entail procurement and supply of software licenses by the successful bidder. So, please delete the clause or else, confirm that this is not applicable for the current scope of work as defined in the RFP.	As per amended RFP
172	57	22) Settlement of Disputes; 57	b) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall also apply to the arbitration proceedings	The bidder requests the following modification: b) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall also apply to the arbitration proceedings. <u>The disputes shall be referred for arbitration to a Board of Arbitration. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bidder and the RISL will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out in.</u>	As per RFP
173	58	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	b) Transfer of Assets iv. Upon service of a notice, as mentioned above, the following provisions shall apply: - b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.	The bidder requests the following modification / clarifications: The scope of work of the current RFP does not entail procurement and supply of software licenses or hardware items by the successful bidder. So, please delete the clause or else, confirm that this is not applicable for the current scope of work as defined in the RFP.	As per amended RFP
174	59	4.c.24.G. 4. SCOPE OF WORK, DELIVERABLES & TIMELINES	v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.	1. Please explain the significance of revisiting the exit management plan annually.	As per amended RFP
175	59	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	g) Exit Management Plan iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period , so that the services provided continue and do not come to a halt.	The bidder requests the following clarifications: The successful bidder shall be paid at mutually agreed rates, terms and conditions for any support extended by the successful bidder beyond the end of the contract period. Please confirm if the understanding is correct.	Yes
176	59	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT	g) Exit Management Plan	The bidder requests the following clarifications: 1) What will be the duration of the Exit Management phase and 2) when will the Exit Management period begin and end?	As per amended RFP
177	61	7.2.d. 7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	Table containing phase wise deliverable.	Please confirm: 1. RISL would handover the below documents to the selected bidder along with sufficient know how to understand the existing and continue the same till completion: => SRS (Phase 1 & Phase 2) for IFMS 3.0 and 2.0 => Software Design Document for IFMS 3.0 and 2.0 => Database Design Document for IFMS 3.0 and 2.0 => Data Dictionary for above (implemented as well as designed) DB details including metadata and 2. SSL certificate is to be procured by the selected SI for the period of total 5 years only for production environment. 3. Safe to Host Certificate - Selected bidder may engage STQC or any empanelled agency for security certification of the application. 4. Training to users as per directions of RISL/DTA along with training material - Its assumed that training would be conducted centrally / online only by the dedicated resources and all training materials would be delivered as soft PDF copies prepared by additional 4 resources.	The sample DFDs have been given in the amended RFP. If any of the bidders intends to go through the DFDs pertaining to all the functions or Functional Requirement Specifications (FRS) or Wireframes prepared for various functions under IFMS 3.0, they may visit project office (Second Floor, Jeevan Nidhi Building, Ambedkar Circle, Jyoti Nagar, Jaipur) during the office hours.
178	61	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	Table containing phase wise deliverable. Complete Source Code of Application Software's including DB objects (as per scope of tender)	1. Complete source Code can only be delived during exit management as the source code would remain under change and version management due to bug fixes and enhancemnts as requested. Please confirm if this understanding is correct.	As per amended RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
179	61	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	SSL certificates required for Application Servers for the entire contract period	Please confirm department will borne the cost of SSL certificates.	Yes
180	62	7.2.d. 7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	Safe to Host certification to be taken from empanelled agency of Deity, GOI / GOR as per the frequency communicated by RISL	Please confirm whether this cost is to be beared by the SI. If so the the frequency / total occurrence of the certification instance is to be defined.	Cost is borne by DTA/RISL.
181	62	7.2.d. 7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	Help-desk facility for the end users of departments	Please confirm if any separate facility with dedicated additional team is expected for Helpdesk. If so please confirm the team size, profile and operational terms and conditions.	As per amended RFP
182	62	3) Payment Terms and Schedule	a) Payment Schedule - Payments to the selected bidder, after successful completion of the activities (including specified project deliverables, if any), would be made as under: Mile Stones-	The table on page 62 of the RFP doesnt specify the timelines for Phase 1 and Phase 2 implementation seperately. Also as per this table the development and Implementation Phase is 78 weeks, whereas on Page 16 the RFP specifies differently, kindly put it in sync with Pg 16 OR Page 25 of the RFP where it is mentioned that Phase -1 should go live in first 3 months and Phase 2 should go live in Six months.	As per amended RFP
183	62	3) Payment Terms and Schedule	Payment Milestone	Please confirm that the payment milestones mentioned are percentages of, the sum of item numbers 1 to 3 of the Financial Bid format	As per amended RFP
184	62	3) Payment Terms and Schedule	d) Due payments shall be made promptly by the purchaser	Please confirm tha payment shall be made with 30 days of submission of invoice by selected bidder	As per RFP
185	62	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	3) Payment Terms and Schedule	The bidder requests the following clarifications: 1) Payment Milestone - The percentage mentioned against each milestone refers to what? Is it the percentage of the overall TCV or the percentage of the any respective phase? Please clarify as the current table is not clear.	As per amended RFP
186	62	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	3) Payment Terms and Schedule	The bidder requests the following clarifications: 1) What are the payment terms for Support & Maintenance Phase after Phase -1 Go Live till Go live of Phase 2? 2) What are the payment terms for Support & Maintenance Phase after Phase -1 & Phase -2 Go Live?	As per amended RFP
187	62	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	3) Payment Terms and Schedule	The bidder requests the following clarifications: In the RFP, its mentioned that the Implementation timeline for Phase -1 is 3 months (i.e. 12 weeks) and the Implementation timeline for Phase -2 is 6 months (i.e. 24 weeks post go live of phase-1). So, in totality, the implementation timeline should be 36 weeks. However, in the Payment milestone mentioned in the table provided, the bidder has 78 weeks from the date of award of contract to complete all the deliverables. So, please confirm what should be considered as the correct timlines for completion of deliverables and billing of respective milestones to RISL / DTA.	As per amended RFP
188	65	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	3) Payment Terms and Schedule d) Due payments shall be made promptly by the purchaser.	The bidder requests the following modifications: d) Due payments shall be made promptly by the purchaser not later than 30 days from the date of selected bidder's invoice.	As per RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
189	65	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	3) Payment Terms and Schedule g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.	The bidder requests the following modifications: The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the bidder where the Purchaser disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. In the event that Purchaser disputes, Purchaser shall notify bidder reasons for disputing any amount within fifteen (15) days after receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. If no dispute, substantiated in writing, is made by Purchaser within a period of fifteen (15) days of having received that invoice about any inaccuracy or any defect in the invoice, each such invoice shall be deemed to have been accepted as correct by the Purchaser. Any dispute shall not relieve Purchaser from paying when due, the undisputed portion of the invoice. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Purchaser to the bidder and the bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, the bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Purchaser and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement.	As per RFP
190	66	7.2.b 7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	Medium: Incidents which impact a limited number of users. The main application at SDC is functional & available but the productivity of a limited number of users is getting affected and the issue is not hampering any critical activity which needs to be performed in time-bound manner. For example, the application is up and running but certain users are unable to login/access/submit request/process requests etc. Incidents whose resolution requires replacement of hardware or software parts, requiring significant interruption in working of that individual component. Acceptable work around is available. For example, installation of operating system, patches etc. Low: Incidents whose resolution shall require changes in configuration of hardware or software, which will not significantly interrupt working of that component. Incidents like functionality enhancement and/or support for modifications or maintenance of source code, <u>application version enhancement etc.</u>	1. Its is assumed that the installation of operating system/patches etc. is needed to be applied in IFMS 3.0 servers at SDC. Kindly confirm.	Yes
191	66	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- c) Though that bidder is expected to maintain the solution to the highest possible efficiency, the first Quarter after commissioning (Go-Live) of each component/ site shall be treated for prove-in period and no penalty shall be imposed for any SLA defaults mentioned in order to facilitate stabilization of operations.	The bidder requests the following clarifications: Does this mean that first Quarter after Go-Live of Phase -1 and the first Quarter after Go-Live of Phase -1 & Phase -2 shall be SLA free period and there shall be no penalties / LD related to SLA breaches? Please confirm.	As per amended RFP
192	66	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- d) In case penalty reaches maximum for three consecutive quarters, the purchaser may invoke termination clause as per RFP.	The bidder requests the deletion of this clause.	As per RFP
193	66	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- f) SLA Duration (Timing for Service Window): a. Purpose & Duration of SLA: The SLA purpose is to enforce a contract between the Selected Bidder and Purchaser. The successful bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines and quality. b. Penalty for delay in response/ resolution time: Penalty for incidents like defect/ bug fixing, minor changes in the software, content updation etc. shall be as under.:	The bidder requests the following clarifications: The bidder understands that notwithstanding anything given in the agreement, the SLA penalty during any quarter shall not exceed 10% of the Quarterly invoice value of the selected bidder. Please confirm if the understanding is correct.	As per amended RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
194	66	4. Service Level Standards/ Requirements/ Agreement		The bidder requests the following addition to the clause: <u>Penalty – Penalty shall be 0.5% of the value of delayed goods/ services subject to a limit of 5% of the value of the delayed goods/ services and shall be levied only if the delay is for reasons solely and entirely attributable to Bidder and not for delay due to reasons attributable to RISL and/or its other vendors or due to reasons of Force Meajure. Uptime - The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to RSIL such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder' consent and/ or failure to maintain the site as required by the Bidder; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by RSIL 1 (Bidder may also request RSIL for a shutdown for maintenance purpose, which request will not be denied unreasonably by RSIL); (g) Time taken for booting the system (h) Time lost due to unavailability of links.</u>	As per RFP
195	67	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- c. Penalty for Non-Availability of deployed Resources:	The bidder requests the following modifications: The penalty should not be applied on non-availability of resources as this is not a Time & Material based contract. The penalty should only be levied on SLA breaches during the uptime of the application / resolution of defects or incidents. Please consider the deletion of this clause.	As per RFP
196	68	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- d. Penalty for replacement / Exit of resources	The bidder requests the following modifications: The penalty should not be applied on replacement or exit of resources as this is not a Time & Material based contract. The penalty should only be levied on SLA breaches during the uptime of the application / resolution of defects or incidents. Please consider the deletion of this clause.	As per RFP
197	68	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- d. Penalty for replacement / Exit of resources Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer or due to any unforeseen emergency subject to approval from Competent Authority.	The bidder requests the deletion of this clause. There can be many reasons other than resigning from the organizaton for which, a change in personnel may be required. The bidder should not be penalized in such events.	As per RFP
198	68	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- d. Penalty for replacement / Exit of resources The replaced resource will be accepted by the purchaser (RISL/DoIT&C) only if he fulfils the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL/DoIT&C). The supplier will have to replace a resource within 15 days or any other period specified by the bidder.	The bidder requests the following modifications: The replaced resource will be accepted by the purchaser (RISL/DoIT&C) only if he fulfils the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL/DoIT&C). The supplier will have to replace a resource within 30 working days or any reasonable extension as requested by the bidder and mutually agreed with the bidder.	As per amended RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
199	68	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- d. Penalty for replacement / Exit of resources The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource: o Within 6 Month: Rs. 75,000 (Rupees Fifty Thousand Only) per resource per instance. o After 6 Months and upto 1 Year: Rs. 50,000 (Rupees Ten Thousand Only) per Resource per instance o After 1 Year: No penalty	The bidder requests the following modifications: The penalty should not be applied on replacement or exit of resources as this is not a Time & Material based contract. The penalty should only be levied on SLA breaches during the uptime of the application / resolution of defects or incidents. Please consider the deletion of this clause.	As per amended RFP
200	68	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- An upper cap of 10% of total purchase order can be levied as penalty in complete project duration, post which purchaser reserves the right to terminate the agreement	The bidder requests the following modifications: An upper cap of 5% of total purchase order can be levied as penalty in complete project duration, post which purchaser reserves the right to terminate the agreement	As per RFP
201	68	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- An upper cap of 10% of total purchase order can be levied as penalty in complete project duration, post which purchaser reserves the right to terminate the agreement	The bidder requests the following modifications: The bidder understands that as the penalty cap of 10% is applicable on the total WO value instead of Quarterly invoice value, the SLA penalty that can be levied on the selected bidder for any quarter can be more than 10% of the quarterly invoice value. The bidder would request this to be modified as below: "The SLA Penalty during the Support & Maintenance phase of the contract should be limited to 10% of the Quarterly invoice value." Please consider.	As per amended RFP
202	68	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- An upper cap of 10% of total purchase order can be levied as penalty in complete project duration, post which purchaser reserves the right to terminate the agreement	The bidder requests the following clarifications: Are the Liquidated Damages only applicable to the Implementation Phase-1 and Phase -2 (Serial # 1 & 2 of the BoQ) and the SLA Penalty applicable only on the Support & Maintenance phase after Go Live (Serial # 3 & 4 of the BoQ)? Please confirm.	As per amended RFP
203	68	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- An upper cap of 10% of total purchase order can be levied as penalty in complete project duration, post which purchaser reserves the right to terminate the agreement	The bidder requests the following addition to the LD & SLA Penalty clauses: Notwithstanding anything contained in this Agreement of the RFP the maximum aggregate penalty including liquidated damages shall not exceed five percent of the value of the delayed or undelivered services and can be imposed for reasons that are solely applicable to the SI.	As per RFP
204	71	ANNEXURE-3: SELF-DECLARATION {to be filled by the bidder}	ANNEXURE-3 SELF-DECLARATION To, {Procuring entity}, _____, In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding,: -	The bidder requests the following modification: ANNEXURE-3: SELF-DECLARATION To, {Procuring entity}, _____, In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, <u>To the best of our knowledge and as per records available with the Company,</u> I/ We hereby declare that presently our Company/ firm _____, at the time of bidding,: -	As per RFP
205	72	ANNEXURE-4:	CERTIFICATE OF CONFORMITY/ NO DEVIATION	The bidder requests the following modifications: No deviation certificate / clause should be applicable only for the technical features and commercial clauses. Legal deviations on MSA / General Condition of Contract should be allowed which may be negotiated between the Customer and the successful Bidder at the time of MSA/Contract signing. Hence bidder would request to kindly consider the deviations which can be discussed and mutually agreed upon.	As per RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
206	72	ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION; 72	To, {Procuring Entity}, _____, CERTIFICATE This is to certify that, our Technical bid is in conformity to the entire scope of work/ services and Terms & Conditions mentioned in RFP, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the scope of work of the bidding document and that there are no deviations of any kind from the scope of work/services. Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations and assumptions. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the deployment of the resources and execution of the project, to meet the desired Standards set out in the bidding Document.	The bidder requests the following modification: To, {Procuring Entity}, _____, CERTIFICATE This is to certify that, our Technical bid is in conformity to the entire scope of work/ services and Terms & Conditions mentioned in RFP, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the scope of work of the bidding document and <u>subject to the deviations submitted along with the bid proposal</u> that there are no deviations of any kind from the scope of work/services. Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions of the bidding document <u>subject to the deviations submitted along with the proposal</u> without any deviations. I/ We also certify that the price I/ we have quoted is <u>inex</u> clusive of all the cost factors involved in the execution of the scope of services as mentioned in RFP, to meet the desired Standards set out in the Tender/ bidding Document.	As per RFP
207	73	ANNEXURE-5-	COVERING LETTER OF THE BID 3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.	The bidder requests the following modifications: No deviation certificate / clause should be applicable only for the technical features and commercial clauses. Legal deviations on MSA / General Condition of Contract should be allowed which may be negotiated between the Customer and the successful Bidder at the time of MSA/Contract signing. Hence bidder would request to kindly consider the deviations which can be discussed and mutually agreed upon.	As per RFP
208	73	ANNEXURE-5: COVERING LETTER OF THE BID;73	To, Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) [Reference No. <<>>, Dated: <<>>] Dear Sir, Ref: Request for Proposal (RFP) Notification dated..... No..... 1. I/We, the undersigned bidder, Having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same. 2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. 3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to RISL for carrying out the project in accordance with your RFP. 4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award/ Work order shall constitute a binding Contract between us. 5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document. 6. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP. 7. In case we are engaged by the Purchaser, we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.	The bidder requests the following modification: To, Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) [Reference No. <<>>, Dated: <<>>] Dear Sir, Ref: Request for Proposal (RFP) Notification dated..... No..... 1. I/We, the undersigned bidder, Having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same. 2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. 3. <u>Subject to the deviations submitted along with the bid proposal</u> , I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to RISL for carrying out the project in accordance with your RFP. 4. Until a formal contract is prepared and executed, this bid <u>along with the deviations</u> , together with your written acceptance thereof and your notification of award/ Work order shall constitute a binding Contract between us. 5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document. 6. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP. 7. In case we are engaged by the Purchaser, we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.	As per RFP
209	74	Annexure-6		"In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the RISL. Variation would also include the introduction of any new tax / cess/ duty, etc introduced after the submission of bidder's proposal. For claiming any change in price due to such Statutory variation, the Bidder shall have to provide supporting document or relevant Government notifications to RISIL"	As per RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
210	74	ANNEXURE-6:	FINANCIAL BID COVER LETTER & FORMAT We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.	The bidder requests the following modifications: No deviation certificate / clause should be applicable only for the technical features and commercial clauses. Legal deviations on MSA / General Condition of Contract should be allowed which may be negotiated between the Customer and the successful Bidder at the time of MSA/Contract signing. Hence bidder would request to kindly consider the deviations which can be discussed and mutually agreed upon.	As per RFP
211	74	ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT; 74	I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ). We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.	The bidder requests the following modification: I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are in exclusive of all cost likely to be incurred for executing this work. The prices are in exclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ). <u>Subject to the deviations submitted along with the bid proposal, We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.</u>	As per RFP
212	75	Financial Bid Format	Financial Bid Format - Table on Page 75	The financial bid format specifies 1. IFMS 3.0 application Phase-1 2. IFMS 3.0 application Phase-2 These two miles stones are missing in the Payment Milestones on Page 62. Kindly update.	As per amended RFP
213	75	Annexure-6: Financial Bid Format		Please confirm that the quote for Item No 1 and 2 - IFMS 3.0 application Phase-1 and IFMS 3.0 application Phase-2, are to be quoted as lumpsum amounts. The given format specifies the units as 'Number' and hence the query	As per amended RFP
214	75	Annexure-6: Financial Bid Format	Support and Maintenance of Phase-1 and Phase-2 of IFMS 3.0 application after Go-live for phase-2. Quantity:3, Unit: Years	As per Financial Bid Format, 3 Years support and maintenance is to be quoted, whereas as per RFP - Go-Live in 78 weeks (Page 68) + 5 years FMS (Page 2), extendable by 2 years on mutual agreement (Page 3). Kindly confirm the duration of the correct FMS period to be considered by bidder	As per amended RFP
215	75	Annexure-6: Financial Bid Format	Composite manmonth rates of resources to handle Change requests during Support & Maintenance Period - Quantity : 200, Unit: Per Man Month	Is 200 person months specified in the financial bid format purely for evaluation purposes, or is Change Request effort capped at 200 person months?	As per RFP
216	75	Financial Bid Format	Financial Bid Format 4. Support and Maintenance of Phase-1 and Phase-2 of IFMS 3.0 application after Go-live for phase-2. Qty - 3	The bidder requests the following modification / clarifications: If the support is to be provided for 5 years post Go live as mentioned on pae25 of the RFP, then the Qty should be 5 in the financial bid format. Please check and confirm.	As per amended RFP
217	75	Financial Bid Format	Financial Bid Format 5 Composite man-month rates of resources to handle Change requests during Support & Maintenance Period Qty - 200	The bidder requests the following modifications: The bidder requests that they should be allowed to provide a rate card for for all technical resources based on their experience and specialization. The rates shall be valid for the financial year in which the contract starts. From next financial year onwards, the rates shall be revised upwards by 20% keeping in mind the annual cost of living adjustments / inflations. Please consider.	As per RFP
218	75	Financial Bid Format	Financial Bid Format Note: The L1 bidder shall be evaluated on the base of the Composite rate of all the items (Sl. No. 1,2 3,4 and 5) of BOQ i.e. total of column H he prices offered by the bidder for the above-mentioned items should include all incidental charges and will be evaluated on composite basis i.e., price of the above-mentioned items shall be added together to be considered for award of contract.	The bidder requests the following modification / clarifications: Will the bidder be evaluated on composite score or the NPV calculation as given in the RFP on page 40? Please confirm.	as per NPV calculation.

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
219	79	BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)	BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG) 8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).	The bidder requests the following modification / clarifications: 8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.	As per RFP
220	83	ANNEXURE-9: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE	Name of Customer:	As some of the projects are under NDA, it is not feasible to share the customer name. Hence please allow the bidder to mask the customer name and submit anonymize project citation.	As per RFP
221	61 & 62	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 3 Payment Terms and Schedule;		The bidder requests the following addition to the clause: <u>All payments shall e made within 30 days. Any payment due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by RISL and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</u>	As per RFP
222	76 & 79	ANNEXURE-7: BANK GUARANTEE FORMAT; 76 BANK GUARANTEE FORMAT –PERFORMANCE SECURITY (PBG)		The bidder requests the following addition to the clause: <u>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) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of RISL under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</u>	As per RFP
223	General	General	Acceptance of deliverables	The bidder requests the following addition of clauses: The Purchaser shall provide response or feedback on deliverables within 7 working days. Purchaser shall provide signoff within 15 calendar days from the submission of final deliverable in complete form by the bidder. In case, the purchaser fails to provide signoff on the final deliverable within 15 working days, same may be considered as deemed acceptance. However, in case the purchaser confirms to the SI with an alternative date, then that date would stand revised for deemed acceptance. Such revisions will be limited to 1 (one) time for the respective deliverable.	As per RFP
224	General	General	Contract Extension	The bidder requests the following addition of clauses: The extension and terms of the contract shall be mutually discussed and agreed between the bidder and the purchaser before 3 months of the expiry of the contract. The commercials for extension of the contract beyond the term of the project shall be submitted at the request of the Purchaser.	yes
225		Deliverables		The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.	As per RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
226		Change Management Procedure		<p>A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the RSIL to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the RSIL for its approval within a reasonable time period. Bidder will incorporate the change after receiving the RSIL written approval. In case of delay in approval by the RSIL, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p> <p>Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the RSIL. These will be evaluated jointly by the RSIL and Bidder and will be provided by the RSIL at no cost to Bidder;</p>	As per RFP
227		Reimbursement of Tax/Levy		<p>Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.</p>	As per RFP
228		Acceptance of Deliverables		<p>RSIL will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal.</p> <p>The application software (if any) will be delivered/installed for acceptance to RSIL as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of RSIL. RSIL will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by RSIL. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by RSIL, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. RSIL will confirm acceptance in writing to Bidder. The RSIL shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by RSIL if the RSIL (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</p> <p>Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the RSIL. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management</p>	<p>Responsibility of writing test cases including UAT test cases is also lies with selected bidder, these should be prepared in close coordination with DTA by selected bidder.</p>

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
229		Warranty		<p>Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications of the Application Software. This warranty shall remain valid for three (3) months after the acceptance of the software by the RSIL or three (3) months after the delivery of the software, whichever is earlier.</p> <p>RSIL shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software.</p> <p>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the RSIL. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Consultant, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the RSIL without the written permission of Consultant; or (iv) defects in components or materials provided to Bidder by RSIL in connection with the preparation of the deliverable.</p> <p>In case of breach of this warranty, RSIL exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the RSIL if already paid by the RSIL.</p> <p>EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO RSIL, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED</p>	As per RFP
230		Survival		The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal	As per RFP
231	Generic	Submission Timeline	Current submission date is 5th April 2023	We understand the current submission date will be updated in accordance with the release date of the final RFP post inputs from all bidders.	As per amended RFP
232	Generic	Pre Bid queries	Additional queries on the RFP	<p>We request you to give us time till 5PM 22nd March 2023 to submit additional queries from the RFP.</p> <p>We also request you to consider conducting another Pre bid meeting once all the bidders have submitted their queries to address the common and major concerns of all the bidders.</p>	As per amended RFP
233	29	vi	Training, Hand holding and Implementation Support	<p>Request to provide more details on training and capacity building in the scope of work Please specify the following in minimum:</p> <ol style="list-style-type: none"> 1) What would be the mode of training? 2) Who would need to own preparation of training content? If this is bidder responsibility, please clearly highlight the content required and mode of content delivery? 3) Please specify the batch size for each training session. 4) Please clearly call out on the number of batches required to be done along with frequency. 5) Please provide details on the training delivery mechanisms available with RISL at the moment which can be utilized by the bidder. <p>Bidder would also like to propose RISL to consider a train the trainer approach to simplify and reduce effort overruns.</p>	As per amended RFP
234	36	12	Selection method: The selection method is Least Cost Based Selection (LCBS or L1) based on NPV specified in RFP clause titled "Evaluation & Tabulation of Financial Bids	Request to have QCBS Selection Method (80% Technical Score and 20% Financial Score).	As per RFP
235	21	Development Resources:	Listing of profiles and counts	Resources: Since it is a fixed priced (FP) model, request not to put any SLA or count on manpower /resources. a team of 10-15 onsite resources should be asked for deployment at Onsite location. Balance should be bidders responsibility to deliver as per timeline indicated in the milestone deliverables	As per RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
236	12	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	The value of the WO shall be computed after removing any other non-application development components like supply of Software License, Hardware / IT infrastructure equipment, digitization and survey related activities etc. • If any consolidated WO is submitted, the WO / Client Certificate shall clearly specify the actual cost of application development and O&M/ FMS	Most of the large programs we execute for our Govt/ PSU clients are in Fixed price mode so the ask for a break down of prices is not something that would be available in the work order or purchase order. So please consider the overall work order value along with a self declaration from authorized signatory or company secretary on percentage of relevant work done.	As per amended RFP
237	26	Managed Services during Operations and Maintenance Period	The selected bidder shall be responsible for the overall administration, operations, monitoring & maintenance of the deployed IFMS 3.0 application and the Database to ensure the desired uptime and performance. Technology partner may use tool's subject to availability with RISL.	Please share complete details of the existing platform components in terms of the software and hardware available. We would definitely need to know the software component/ Tools & Accelerators available for doing the various forms of testing such as automation, performance, etc.	The sample DFDs have been given in the amended RFP. If any of the bidders intends to go through the DFDs pertaining to all the functions or Functional Requirement Specifications (FRS) or Wireframes prepared for various functions under IFMS 3.0, they may visit project office (Second Floor, Jeevan Nidhi Building, Ambedkar Circle, Jyoti Nagar, Jaipur) during the office hours.
238	Generic	Contract Period	In a number of places it mentions that support is to be provided for 5 years after Go live and in others it says the contract period is 5 years.	Our understanding is as below, please confirm or clarify: 1) Phase-1 would involve, use of already developed processes & designs, integration, new Development in already developed processes, development of remaining processes & Go-Live of IFMS 3.0 Application as per scope of work mentioned in this RFP within a period of first three months. 2) Phase-2 will include development (designs if required) of remaining modules of IFMS 3.0 , UAT, Roll out, implementation, updation, new insertions, help desk issues etc. It should be completed within a period of 6 months. In Page number 16, it says Phase 3 is O&M and FMS for 4 years after sign off. So does this mean Contract period is 5 years including Phase 1 & 2? For example in Page 27 it says "O&M/ FMS for Support and Maintenance of IFMS 3.0 application after Go-live for a period of 5 years" So does this mean the contract period is 5 years plus time taken for Phase 1 & 2? OR the total contract period including Phase1, Phase 2 and Phase 3 is 5 Years. Please clarify.	As per amended RFP
239	28	Minimum Manpower Required:	The resource(s) (as per Annexure: 11 – Minimum Qualification of Resources) at RISL/ concerned department, Jaipur shall be deployed by Selected Bidder within 15 days from the issuance of the Work order till the end of the contract.	Please consider a time period of 6 to 8 weeks minimum for deployment of key resources at onsite for initial engagement, this is also the industry standard duration it takes to close the signing of the agreements etc.	As per amended RFP
240	28	Minimum Manpower Required:	Selected Bidder shall provide adequate capacity Desktop/ Laptop(s), necessary peripherals and internet facility to the deployed resources.	It is acceptable that bidder will provide the Desktop/ laptop but the Client will need to provide the internet connectivity at client site.	Yes
241	28	Minimum Manpower Required:	The selected bidder needs to maintain data security and accurate controls/ validations in each stage of process from their resources as defined by GOR	Bidder deployed resources will ably comply to the guidelines and processes put in place, but the security and controls required should also be built into the platform at both application and infrastructure level. As the platform architecture is being provided by the client, we believe the ownership for this lies with the client.	Yes
242	28	Minimum Manpower Required:	Finance department (PMU – Comprising of DTA and DoIT&C officials) may take interview of the key personnel/all before they are put on the designated positions. RISL has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project. It is advised to the bidders to provide three times resource profile to avoid delay of the resource deployment in the project.	As the program is being as a fixed price and the minimum resource count has also been enforced by the client, we would like you remove these additional restrictions at a resource level. The bidder would have bottom line on delivery of the stated outcome signed off with the client, so there must be flexibility with the bidder to manage the resourcing.	As per amended RFP
243	28	General clauses for manpower deployed	Selected bidder shall arrange to provide manpower even on government holidays.	Please clarify the expectation in terms of the working period for the bidder. Our standard for implementation period would 8 hours per day and 5 days a week, with 10 declared days off per year apart from weekends off. The Employees will also have a total of 20 days of leave per year as per company policy.	As per amended RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
244	28	Miscellaneous Works:	The successful bidder will perform all such works which are required for successful working of the application. Note: The scope of development/enhancement is not limited to above activities. RISL may introduce new processes/ modules as per their requirements and may change the existing processes as per their requirement. All these would be in scope of FMS services.	There are a number of places in the RFP where in the scope has been left open allowing for the client to request additional work of the bidder. Please consider rewording or ensuring that the scope of work is clearly called out and anything outside of this scope will be managed by the change request process.	As per amended RFP
245	30	1. Change Requests/ Management	Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the Selected Bidder. The composite man-month rates for handling Change Requests shall be provided by the Selected Bidder in the financial bid and the effort estimations shall be done on basis of the same.	We request that the client accept role and experience based rate card or Pod based rate cards for the different skills required. The bidder is involved in a large variety of activities in this RFP and the skills required, availability and commercial aspects vary quite a bit so a composite cost across the whole spectrum of services would be difficult, so request the client to consider our request.	As per RFP
246	16	Major objectives-	This work should be done according to the functional designs already finalised by the STATE Government.	What is covered in Functional Design? Does that include Wireframes/Sample Screens, Workflows, Validations, Messages, etc.? Whether functional design documents are available in the form of Use Cases or EPICs and User Stories or in any other mode? If other, please provide details	As per amended RFP
247	16	Major objectives-	This work should be done according to the functional designs already finalised by the STATE Government.	Which tools are being used to track the requirements through the entire SDLC process?	The available tools are mentioned in the RFP, however SI may also suggest and based on the availability it may be considered.
248	16	Major objectives-	This work should be done according to the functional designs already finalised by the STATE Government.	Whether these functional designs are finalised for all Core and Supporting Modules? If not, please provide details of finalised modules and pending modules.	As per amended RFP
249	16	Major objectives-	Modules	Language is expected to be only English or any other language is also expected? If yes, which languages	English & Hindi
250	16	Major objectives-	Mobile Application	Whether these functional designs are finalised for Mobile Application? Whether required for both iOS and Android or both. Number of Users expected for these Mobile App	Functional design are yet to be finalised for Mobile application, yes both ios and Android required. Number of users expected is all the employees(approx 8L), pensioner(approx 5 L), vendors & general public may vary.
251	16	Major objectives-	Mobile Application	Which modules are covered for Mobile Application?	As per amended RFP
252	16	Major objectives-	Functional Design Documents	Whether List of Use Cases or User Stories or EPICs will be shared as part of RFP?	As per amended RFP
253	Generic	N/A	Partly Completed Work	What is the percentage of work completed and what is the time taken for completing such percentage of work?	As per amended RFP
254	16	Major objectives-	Integrations	Whether all integrations already exists in IFMS 2.0 or new are also expected in IFMS 3.0? What is the quantum of such integrations, existing and new envisaged?	majority of integrations is already available however as the thing progress new system integration would be required as and when need arises.
255	23	End to End implementation of IFMS 3.0	Understanding of the existing processes, applications and development of Integrated Architecture- Not required	It is mentioned that understanding of existing things is "Not required"? Request you to kindly clarify the same.	As per amended RFP
256	25	Operation, Support and Maintenance	The enhancements, changes, development of new processes in already developed modules, up-gradation, bug-fixing & integrations, etc. in the software during O&M period shall have to be incorporated by the successful bidder in timely manner as desired by RISL with no extra cost to purchaser.	It is mentioned that any changes would be incorporated as part of the scope with no extra cost to purchaser. What is the upper limit of efforts required or the existing resource requirements will handle this? What if is a large change, whether expected to add more resources or it will be managed by existing resources? if additional resources required, whether these would be chargeable and per resource cost to be submitted as part of BID?	As per amended RFP
257	25	New Development and Enhancement:	MIS Reports	Is there any tool already identified for MIS or it is to be proposed in the RFP response? If already identified, please specify.	As per amended RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
258	Generic	N/A	Helpdesk	Total number of resources required is not mentioned. What is the team size expected.	As per amended RFP
259	Generic	N/A	Helpdesk	What are the different modes of interaction between Users and Helpdesk Resources?	email and phone.
260	Generic	N/A	Helpdesk	Whether it is through any tool only or any call center is also required? If call center is required, who would be bearing the cost of call center expenses	Call center not required.
261	Generic	N/A	Communication	Any email/SMS is required to be sent to the Users? If yes, estimated count thereof if the cost to be borne by MSP?	eMail and SMS solution is already available with RISL
262	38	Technical Evaluation Criteria:	System templates for various project phases	Is the expectation that the bidder showcase templates for all the deliverables planned as part of the program?	No
263	38	Technical Evaluation Criteria:	Proposed Solution Design and Architecture	Please share all the previously available technical components list across the stack, and also let us know the status of the licensing, whether procurement for the additional software beyond what is current available needs to be provided by the bidder as part of the overall commercials or if it will be handled by RISL.	As per amended RFP
264	38	Technical Evaluation Criteria:	Data Analytics Solution	Is there an existing solution for an Enterprise Data Warehouse/ Data Mart / Date Lake present to perform analytics on? If not, please let us know the different sources of data that we will have consider in implementing analytics. Is building of an enterprise DWH also in scope?	Data Lake is already available
265	43	24) Security Deposit (SD)	b. when the bidder does not accept any work order(s) issued anytime during the period of rate contract	This should be limited to what has been agreed as the scope of work as part of this RFP and related changes. The bidder reserves the right to not pick up unrelated work.	As per amended RFP
266	43	24) Security Deposit (SD)	c. when the bidder fails to commence the supply of the goods or service or execute work issued under this rate contract	There are SLAs in place for delays, only the upper limit as per the RFP is met in terms of non compliance to timelines, only then will the procurer have this right. Also if there are delays not attributable to the bidder directly, this too shall not be held against the bidder.	As per amended RFP
267	44	26) Right to vary quantity	Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the rate contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: - i. 50% of the quantity of the individual items and 50% of the value of original rate contract in case of works; and ii. 50% of the value of goods or services of the original rate contract.	This is not acceptable to us for the clause in relation to goods, we will be bringing in software or hardware from various OEMs as per requirements in the RFP, the pricing for the same is fixed based on the sizing that we provide and so giving a blanket assurance for anything outside the current scope is not feasible and not an industry standard practice.	As per amended RFP
268	45	28) Execution of Agreement for Rate Contract	b) The selected bidder shall sign the Agreement within 15 days from the date on which the letter of intent is despatched to the selected bidder.	We request the client to consider giving the bidder at least 30 to 45 days to sign the agreement, which is the industry standard for this.	As per RFP
269	53	12. Recoveries from Supplier/ Selected Bidders)	a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills. b) The Purchase Officer shall withhold amount to the extent of short supply, broken/damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available under this contract with tendering authority/ RISL. c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.	Bidder should be provided a cure period of minimum 30 days to set right any issues or notices raised. Any recoveries should not be done directly/ unilaterally by the procurer from the dues pending to the Bidder. There should be a mutual discussion and credit note shall be issued by the Bidder post this discussion if the recoveries are acceptable to the Bidder.	As per RFP
270	55	17. Extension in Delivery Period and Liquidated Damages (LD)-	c) Delivery and installation / completion period may be extended with or without liquidated damages if the delay in the supply of goods or services is on account of hindrances beyond the control of the supplier/ Selected Bidder.	Please update to: c) Delivery and installation / completion period may be extended with or without liquidated damages if the delay in the supply of goods or services is on account of hindrances beyond the control of the supplier/ Selected Bidder.	As per amended RFP
271	67	4) Service Level Standards/ Requirements/ Agreement-	Penalty in resolution time	The Platform in terms of Hardware and software as per current understanding is owned and setup by RISL and other agencies involved, the bidder is not involved in the sizing or design of the platform architecture or solution. A large part of the defects in relation to availability come up due to this aspect, so the onus cannot be on the bidder here. Bidder will be responsible only if the delay is attributable to our deliverables.	Yes

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
272	68	c. Penalty for Non-Availability of deployed Resources: d. Penalty for replacement / Exit of resources	Maximum of 15 leaves per year	This is at the end a Fixed price bid. There cannot and should not be such stringent controls on the resources availability with direct penalties. Resources when hired are based on the bidder company policy. It will be bidder responsibility to ensure goals and targets set are met, all clauses levied at individual resources level need to be removed.	As per amended RFP
273	71	ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE	Client provided format.	We have an existing Board resolution identifying all the authorized signatories for the business unit which will be responding to this bid. We request RISL to accept the same.	Yes
274	72	ANNEXURE-3: SELF-DECLARATION	j) will deploy all the asked resources dedicatedly to this project only	This is too open ended, request RISL to reword this as below: j) all resources identified and deployed will work dedicatedly for this program.	As per amended RFP
275	Generic	Platform & Architecture	Overall architecture related and additional information required for us to be able to put forth a better solution and response proposal.	1. Is an API Gateway required or available ? 2. Please share existing Enterprise Architecture . 3. Some vendor products may not be available as Microservices. Please advise . 4. Kindly provide integration details of all sources with source names besides those quoted . 5. List of quantity of existing software licenses 6. List of all integrations if any besides those quoted . 7. API's for integration to be provided by RISL 8. Any hardware or other limitations for Oracle instances on PCA ? Is Oracle Real Application Clusters allowed ? 9. Details of existing platforms/databases and sizing .	1. yes & available 2. as per amended RFP 3. as per technology stack available 4. as per amended RFP 5. This will be taken care by DTA/RISL 6. Lis it is as per amended RFP however it is dynamic in nature as more system may be required to be integrated in future. 7.yes, by DTA/RISL 8. it is already managed by OEM resources. 9. This is managed by SDC / OEM resources.
276	10	2.f	IFMS 3.0 has been started with some activities under Budget management and Disbursement Engine such as BFC processes ,Budget volume reports, Employee, payee, pension, Treasury etc	As per the statement some development of IFMS 3.0 has already started, which Team or Organisaion is currently doing? What has been developed till now. Please share the details.	As per amended RFP
277	10	2.g	Functional designs have been prepared for all modules of IFMS 3.0 . Technical designs are also being executed.	Functional Design & Technical design can be considered final for development. Please cinfirm	As per amended RFP
278	16	15 & 25	Page 15 - phase-3 onwards include successful bidder would be required to provide O&M and FMS of End-to-end implementation of IFMS 3.0 Application as per scope of work mentioned in this RFP for a period of four (4) years after sign off. Page -25 - The selected bidder shall provide Operations, support and Maintenance (O&M) services for all components installed / deployed as part of IFMS 3.0 Application starting from the Go live date of IFMS 3.0 Application for a period of 5 year	Operations, support and Maintenance (O&M) support is for 4 years OR 5 years. Please clarify	As per amended RFP
279	28	3e	RISL/DTA shall provide adequate seating space along with necessary furniture to all the resource (Onsite) deployed by the Selected Bidder(s)(At Jaipur location).	Please share Onsite & Offsite location details?	Onsite location is Jaipur & offsite location would be of selected bidder.
280	29	Vd	Selected bidder shall be responsible to replace the resource(s) (meeting all criteria as specified in this RFP document) within 7 days.	Replacement of the resource within 7 days is too short, should be at least 30 days.	As per amended RFP
281	63	3a	Mile stones table	Looks like Serial number is not correct.	As per amended RFP
282	66	3a	Mile stones table -Final UAT & Sign off - T+78 Week	O&M period will start after T+78 Weeks?	As per amended RFP

S. No.	RFP Page No.	RFP Clause No.	Clause details	Firm Remarks	RISL Remark
283	16	4 - SCOPE OF WORK, DELIVERABLES & TIMELINES:	As under IFMS 3.0 – new architecture, some processes have already been evolved for BFC/Budget reports, functional designs of all modules, Budget management, disbursement engine etc Phase-1 would involve, use of already developed processes & designs, integration, new Development in already developed processes, development of remaining processes & Go-Live of IFMS 3.0 Application as per scope of work mentioned in this RFP within a period of first three months . It would broadly comprise of the following activities- <ul style="list-style-type: none"> • Takeover of designs/development , new Development, Testing and Deployment of IFMS 3.0 Software Solution (Web & Mobile Application and Web portal) • Data Migration and verification • Training on application software and Handholding Support • System Integration and Commissioning (Go-Live) • Change requests, updations, new insertions, help desk issues etc. Phase-2 will include development (designs if required) of remaining modules of IFMS 3.0 , UAT, Roll out, implementation, updation, new insertions, help desk issues etc. It should be completed within a period of 6 months . IFMS –phase-3 onwards include successful bidder would be required to provide O&M and FMS of End-to-end implementation of IFMS 3.0 Application as per scope of work mentioned in this RFP for a period of four (4) years after sign off. It would broadly comprise of the following activities-	Phase-1 - 3 months, Phase-2 - 6 months and after that O&M for 4 years - looks not align as per milestone table, please clarify.	As per amended RFP
284	63	3a	Mile stones table	Not segregating Deliverables of Phase-1 & Phase-2	As per amended RFP
285	62	7. 2.b	All deliverables need to be approved by RISL/FD	Please suggest the number of days within approval will be provided by RISL after that can be considered as deemed approval. Please Clarify	As per RFP
286	11		This RFP is for end to end development and implementation of IFMS 3.0	During development and implementation of IFMS 3.0, assumption is that IFMS 2.0 will be run in parallel. Please confirm	Yes, those modules not declared go-live will continue from IFMS 2.0
287			Phase-1 & Phase-2	Details of the modules which are in part of Phase-1 and Phase-2 are not clear? Please clarify	As per amended RFP
288	23	a - i	Understanding of the existing processes, applications and development of Integrated Architecture- Not required	Looks like "Not required" is typo, please confirm	As per amended RFP
289			Other-1	Required any software/ Licenses, Hardware, Networking equipments etc. will not part of the scope of the vendor. Please confirm	As per RFP
290			Other-2	Any Travelling required within Rajasthan or out side. Please confirm and provide details	No travelling required within rajasthan or out side.
291			Other-3	Please confirm working days & timings	As per RFP
292			Other-4	Please provide module completion status of IFMS 3.0 along with phase details	As per amended RFP
293			Other-5	At present RFP O&M phase will start only after the GO-Live of Phase-2. No O&M phase after Phase-1 go-live, please clarify	For some of the modules O&M phase starts from first phase onwards.
294			Other-6	Deployment of resource within 15 days is too less, suggestion is to increase atleast 30 days.	As per amended RFP
295			Other-7	Suggestion is to have segregation of 136 development resources align with deliverables timeline...All resources available from starting may not be the effective utilization.	As per RFP
296			Other-8	Suggestion is to divide the payment milestones in to more timelines that will help in cash flow.	As per amended RFP

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297	56	18	Limitation of Liability- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier/ Selected Bidder to pay liquidated damages to the Purchaser; and b) the aggregate liability of the Supplier/ Selected Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier/ Selected Bidder to indemnify the Purchaser with respect to patent infringement.	Kindly modify the Liability Clause as under: Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, b) Except in cases of gross negligence or wilful misconduct, the aggregate liability of the Supplier/ Selected Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to to any obligation of the Supplier/ Selected Bidder to indemnify the Purchaser with respect to patent infringement	As per RFP
298	57	c	Termination for Convenience/ Foreclosure RISL, by a written Notice of at least 30 days sent to the supplier / Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier/ Selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective	Request to get the clause incorporated- SI should have the right to terminate the Contract in the event of non- payment of invoices by Customer beyond the due date.	As per RFP
299	12	5	Technical Capability -I The bidder must have successfully implemented/implementing (end to end) multiple e-Governance projects similar to IFMS nature involving Application Software Development in any state/ central government department/ Banks/RBI with value not below INR 300cr during the period 01-Apr-2014 to 31-Jan-2023. OR The bidder must have successfully implemented/implementing (end to end) at least Two e-Governance projects of similar nature in any state/ central government department/ Banks/RBI with value not below INR 180.00 Crore each in the period 01-Apr- 2014 to 31-Jan-2023. Note: •• Similar nature means any turnkey software development project of financial domain involving design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP. •• The value of the WO shall be computed after removing any other non-application development components like supply of Software License, Hardware / IT infrastructure equipment, digitization and survey related activities etc. •• If any consolidated WO is submitted, the WO / Client Certificate shall clearly specify the actual cost of application development and O&M/ FMS	Kindly modify the Clause as under: The bidder must have successfully implemented/implementing (end to end) multiple e-Governance projects similar to IFMS nature involving Application Software Development in any state/ central government department/ Banks/RBI with value not below INR 300cr during the period 01-Apr-2014 to 31-Jan-2023. OR The bidder must have successfully implemented/implementing (end to end) at least Two e-Governance projects of similar nature in any state/ central government department/ Banks/RBI with value not below INR 180.00 Crore each INR 100 Crores each in the period 01-Apr-2014 to 31-Jan-2023, where the value of Application (including COTS) and its O&M should be more than 50 cr. •• Similar nature means any turnkey software development project of financial domain involving design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP. •• The value of the WO shall be computed after removing any other non-application development components like supply of Software License, Hardware / IT infrastructure equipment, digitization and survey related activities etc. •• If any consolidated WO is submitted, the WO / Client Certificate shall clearly specify the actual cost of application development and O&M/ FMS	As per amended RFP
300	69	Penalty	An upper cap of 10% of total purchase order can be levied as penalty in complete project duration, post which purchaser reserves the right to terminate the agreement.	We request department to modify the clause as below:- Total Penalty is capped to 10% of the O&M value for the quarter, post which purchaser reserves the right to terminate the agreement. Penalty should not be on the implementation value as the same is governed under Liquidity damages.	As per amended RFP
301	26	Manpower	Minimum Manpower Required for Implementation	There should not be any LD/Penalty on absence of resources in implementation phase. SI should be penalised (LD) only on the delay in the deliverables mentioned in the rfp. Kindly clarify.	Yes Penalty is aplicable on absence of resources also.
302	26	Manpower	Minimum Manpower Required for Implementation	We believe that the entire manpower is not required on day one for implmentation. Hence SI should have the liberty to deploy implemetation resources as and when required according to the deliverables mentioned in the rfp	As IFMS 3.0 modules are in Development & O&M phase the required resources is required as per RFP.