

Pre-bid queries

S. No	Bidding Document Section	Bidding Document Reference Page Number	Content of the RFP requiring clarification	Points of Clarification	Remarks/ suggestion	Response
1	23.3 (Pre-Qualification Criteria – Mandatory)	24	The bidder should be an IT-solutions provider and should have successfully completed recruitment/ educational examinations related projects worth Rs five crores (excluding conduct of Computer Based Examinations) in Central Govt./ State Govt./ PSU/ Autonomous Bodies/ Statutory Bodies in the last five financial years (FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).	The bidder should be an IT-solutions provider and should have successfully completed recruitment / educational examinations related projects worth Rs five crores (excluding conduct of Computer Based Examinations) for the IT/ICT projects of in Central Govt./ State Govt./ PSU/ Autonomous Bodies/ Statutory Bodies in the last Seven five financial years (FY 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).	We ADSL as an MSI implement and manage various projects in government includes Smart cities, Safe cities and critical infrastructure that need large recruitment of the man-power for the life cycle of the projects. We request to kindly revise the clause as suggested to consider the recruitment worth above Rs. 5 crores in last seven financial years.	Clause 23.3 (9) may be read as: The bidder should be an IT-solutions provider and should have successfully completed recruitment/ educational examinations related projects worth Rs five crores (excluding conduct of Computer Based Examinations) in Central Govt./ State Govt./ PSU/ Autonomous Bodies/ Statutory Bodies in the last seven financial years (FY 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).
2	23.3 (Pre-Qualification Criteria – Mandatory)	25	Consortium in any form is not allowed in this bid		We request to allow the consortium up to two members include lead partner.	The clause in RFP remains unchanged.

3	23.4 Technical Evaluation Criteria / 23.4.1 Technical Evaluation Criteria with marks:	26	<p>The following table depicts the broad technical evaluation criteria used to arrive at the Technical Score (TS) for the bidder:</p> <p>Full contents of Para-23.4.1 (Page No- 44 to 48) will be shared with the prospective bidders on payment of bid fee and signing of Non-Disclosure Agreement (Annexure – Part II)</p> <p>NOTE: The bidder should have a minimum score of 50% to qualify in the Technical Bid. Bidders who secure less than 50% marks will be considered as DISQUALIFIED</p>		<p>We request to provide the technical score matrix for the assessment and decision making process for the participation in this opportunity. Due to unavailability of the same, it is difficult to evaluate and understand the qualifications for the right bidders.</p>	<p>Detailed technical score matrix is available in the RFP document. You may purchase the same as per the procedure given in the RFP.</p>
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4	5. Objective of this Exercise:	5	<p>(ii) Now the Commission intends to engage a Service Provider/ vendor for: (in this document, Service Provider and vendor has been used interchangeably which refers to the Service Provider or the Vendor to be finalized through this RFP)</p> <p>(a) Configuration, operation and maintenance of IT Infrastructure allotted by NIC.</p> <p>(b) Configuration, operation and maintenance of all software/ software applications used for all the IT activities under this RFP including Operating Systems, etc.</p> <p>(c) Up-gradation of the traffic handling capacity of the website.</p> <p>(d) Operation and maintenance of the website.</p> <p>(e) Handling of all the examination related IT activities.</p> <p>(f) Handling of Selection Posts Examinations related activities.</p> <p>(g) Monitoring of Court Cases, etc</p>	<p>We request to provide the details of the hardware with make and model to evaluate for the preparing best commercial offer. We would need the clarity and details of all the software, applications and the web portals to be managed by the 'selected service provider'.</p> <p>Also, kindly clarify the activities to be performed on the below tasks:</p> <ol style="list-style-type: none"> 1. Monitoring of Court Cases, etc. 2. Handling of Selection Posts Examinations related activities. <p>Also, kindly clarify on the support mechanism from the developers for the transition stage and delivery of exit plan.</p>		<p>Details of hardware are given in the RFP. Detailed scope of work is available in the RFP document. You may purchase the same as per the procedure given in the RFP.</p>
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5	6. Scope of Work:	5	<p>This Section summarizes the overall scope of work that needs to be executed by the selected vendor. The website and the IT related services of the Commission are hosted on the IT infrastructure provided by NIC. In addition, stand-alone servers at SSC/ NIC may also be used. As on date, the Commission has been allotted following infrastructure:</p> <p>Full contents of Para-6 (Page No- 6 to 25) will be shared with the prospective bidders on payment of bid fee and signing of Non-Disclosure Agreement (Annexure – Part II)</p>		<p>We request to provide in prior for the evaluation and preparation of right proposal on the Scope of Work.</p> <p>Also, kindly clarify the time line to sign the NDA. Is it before the bid submission date?</p>	<p>You may purchase the same as per the procedure given in the RFP.</p>
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6	10. Roles and Responsibilities of Service Provider:	9	<p>(xi) Ensure maintaining sanctity of the examinations at all cost. This includes confidentiality of:</p> <ul style="list-style-type: none"> (a) Candidates' data (b) Examination data (c) Results (d) Marks of candidates (e) Information about subject experts (f) Question Papers (g) Answer Keys (h) User Departments, etc. (i) Software, hardware, network and other support infrastructure 		<p>We request to clarify whether 'Service Provider' will also conduct the exams?</p> <p>Does the 'Service Provider' need to take custody to manage and maintain the examination/ Results data, candidate details and coordinations between various government departments?</p>	<p>No. The service Provider will not be required to conduct examinations. Detailed scope of work is available in the RFP document. You may purchase the same as per the procedure given in the RFP.</p>
7	24.6 Service Level Agreement (SLAs)	34	<p>Full contents of Para-24.6 (Page No- 56 to 57) will be shared with the prospective bidders on payment of bid fee and signing of Non-Disclosure Agreement (Annexure – Part II)</p>		<p>We understand that SLA is the general documents and can be shared in prior.</p> <p>If same is not the case, we request to kindly clarify the time line to sign the NDA. Is it before the bid submission date?</p>	<p>Details of SLA are available in the RFP document. You may purchase the same as per the procedure given in the RFP.</p>

8	23.3 (Pre-Qualification Criteria – Mandatory)	25	The bidder must have at least 500 number of resources on company pay-roll for the past one financial year and the bidder must have at least 250 number of resources with minimum qualification: B.E/ B. Tech/ MCA continuously on its rolls for the past one financial year.	<p>We request to revise the clause as below.</p> <p>The bidder must have at least 500 number of resources on company pay-roll as on bid submission date for the past one financial year and the bidder must have at least 250 number of resources with minimum qualification: B.E/ B. Tech/ MCA as on bid submission date. continuously on its rolls for the past one financial year.</p> <p>We also request to consider the equivalent foreign degree holders located in foreign locations.</p>	Large number of recruitments for the government projects are dynamically increasing, hence we request for the revision to consider the number of resources asked up to the bid submission date.	The clause in RFP remains unchanged.
9	NA	NA	General query	<p>We request to kindly confirm whether the resources except mandatory given in the RFP, can work remotely also?</p> <p>Also, please let us know if the resources need to work 24X7 or on a shift basis? Kindly provide the details.</p>		Details are available in the RFP document. You may purchase the same as per the procedure given in the RFP.

10	14 Contact Person	11	Deputy Secretary (General) (deepak.mitra@gov.in) will be the contact person for this project. For all queries related to the bid, Director (EDP) (dir@ssc.nic.in) may be contacted.	We request to provide the official contact number.		Contact details, as deemed necessary have been provided in the RFP document.
11	NA	NA	NA	Additional clause of bidder's eligibility required: "The bidder should have provided 'IT/IT enabled services' training to the Govt. /PSU/Financial Institutes."		Since the RFP is specific to maintenance of SSC Portal, handle all IT and Examination related activities, therefore the bidder should have experience for handling these activities as per the provisions given in RFP.
12	NA	NA	NA	Additional clause of bidder's eligibility required: "The bidder should have experience in Data Center IT Infrastructure/ Cloud build and support services in Govt./PSU/Financial Institutes."	This is the critical experience required for such kind of project on account of considering sizing, application performance tuning. Hence request to consider the addition of this clause in eligibility of the bidder.	There will be no change in the bid document.

13	6. Scope of Work:	7	(b) No additional IT infrastructure will be provided for the capacity augmentation. The Service Provider will have to use better software tools to enhance the capacity.	We request to remove this clause. We would do the sizing basis the expected capacity after up-gradation that is needed. The Infrastructure (software licenses and hardware) to be provisioned by SSC basis the sizing done.		NIC will be asked to evaluate need of additional infrastructure for providing the capacity augmentation. Accordingly, if requirement of additional infrastructure is recommended by NIC, the same will be provided after mutual consultation.
14	6. Scope of Work:	8	(e) The work will be completed within 8 months from the date of issue of the work order.	Kindly confirm that the 8 months deadline is for only capacity improvement and not for development of new modules like court cases.		The deadline is only for capacity improvement. Court case module will be developed within 4 months time. For other modules, timelines have been separately defined.
15	6. Scope of Work:	9	(l) Maintaining older website(s) of the Commission.	We understand that the older website referred here is only the website with link below, kindly confirm. http://sscold2.nic.in/		As on date, there are two older websites which are to be maintained. URL of the websites are: http://sscold2.nic.in/ and https://doc.ssc.nic.in/sscold/SSC.html

16	6. Scope of Work:	10	A new online application form will be developed by the vendor in 10 working days	We suggest to change the timelines to 15 working days. Kindly modify this clause accordingly.		The clause in the RFP remains unchanged.
17	6. Scope of Work:	13	(j) Checking of examination photographs: Examination photograph	This might require a paid third party tool for capturing and comparison of photographs, the cost of the third party tool would be paid by SSC, or should the vendor include the cost in the proposal. Kindly modify this clause accordingly.		The required service has to be provided by the Service Provider to SSC. Any costs toward third party tool, licenses will be borne by the Service Provider. Therefore, additional cost, if any, should be included in the offer by the bidders.
18	6. Scope of Work:	15	Conversion of vacancies to the format required for processing of result will be done by the vendor. The result will be	Format of results would be provided in advance and will not change considerably, is this assumption correct. Kindly modify this clause accordingly.		The assumption is correct i.e. format of results are generally same and will be provided in advance and will not change considerably.

19	6. Scope of Work:	16	(o) Conduct of Skill Test: The software for conducting Skill Tests which was developed by NIC and available with the Commission will be	Kindly share detailed list of the improvements expected.		The following will be few of the improvements required: <ol style="list-style-type: none">1. Availability of additional keyboard layout for Hindi Typing.2. The text typed by the candidate in Skill Test should be periodically auto saved.3. Response of the candidates saved on the server should be in non-editable.
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20	6. Scope of Work:	18	There should also be provision for electronic capture of thumb	<p>1. We understand that the devices to capture thumb impressions, and photograph will be provided by SSC, and it will expose relevant API , to retrieve the biometric information.</p> <p>2. Kindly confirm if SSC wants to store the biometric information in the application.</p> <p>3. This might require a paid third party tool for comparing biometrics (thumb impression and photograph), the cost of the third party tool would be paid by SSC, or should the vendor include the cost in the proposal.</p> <p>Kindly modify this clause accordingly.</p>		<p>1. The devices required to capture thumb impressions will be provided by SSC. Specifications of the devices will be provided by the Service Provider. Relevant API to retrieve the biometric information will be shared.</p> <p>2. Biometric information will be stored in FPT and PDF format.</p> <p>3. Third party tools, if any, required to meet the requirement will be arranged by the Service Provider. Costs, if any, will be incurred by the Service Provider. Bidder may submit their proposals accordingly.</p>
21	6. Scope of Work:	19	(bb) MIS Report: MIS Reports on vacancies,	Kindly share the number of MIS reports to be developed. Share the report name with approximate columns in the report, and any drill down report.		The reports will be as per existing formats. However, additional reports may be required in the course of time for which formats will be shared as and when required.

22	6. Scope of Work:	20	(ee) Any other process/ activity incidental to the examinations: Any other process/ issue incidental to the examinations will be handled by the Service Provider	Can we have an upper cap to the efforts incurred in these activities. Say an effort of 4 man days of effort per month, can be done free of cost, any further effort would be charged as per change request. Kindly modify this clause accordingly.		The methodology for the development of new software modules/ applications is already defined at Para 6 (viii).
23	6. Scope of Work:	24	(j) The resource personnel of the Service Provider will work from the SSC-HQ or SSC Regional Offices. A maximum of 5 personnel can be allowed to work from the vendor locations in India on prior approval of the Commission.	Can vendor plan to carry out development work from offshore location. Core resources can be placed onsite. We request to remove the cap of only 5 person from offshore. Kindly modify this clause accordingly.		The works which are to be essentially handled from the offices of the Commission are already defined in the RFP. Other works can be carried out from vendor offices in India. There is no change in the cap of persons allowed to work from vendors locations in India.
24	6. Scope of Work:	23	(xii) Work Order Module:	Kindly share below details for this new module. 1. Detailed FRS- Functional Requirement Specification 2. Number of reports 3. Integration points with external systems, if any.		Functional requirements/ Reports will be shared after the finalization of RFP. This module will not require integration with any external system.

25	NA	NA	NA	<p>We assume that the support shift for L2/L3 would be one shift of 8*5, is this assumption correct or we need multiple shifts.</p> <p>Kindly add this clause accordingly.</p>		<p>Please refer to Para-6 (xi) of the RFP.</p>
26	6. Scope of Work:	8	(f) Make minor modifications in the design of the website as per the requirement of the Commission.	<p>Can we have an upper cap to the efforts incurred in these activities. Say an effort of 4 man days of effort per month, can be done free of cost, any further effort would be charged as per change request.</p> <p>Kindly modify this clause accordingly.</p>		<p>The methodology will be same as defined at Para 6 (viii).</p>

27	6. Scope of Work:	13	After receipt of requisite inputs, the allocation of	<p>Can we change this clause as: Vendor would declare to SSC, on the receipt of all requisite inputs to start the process.</p> <p>We also suggest 8 working days for up to 20 Lakh and 16 working days for more than 20Lakh candidates. Since more than one exams can be planned in parallel.</p> <p>Kindly modify this clause accordingly.</p>		The clause in the RFP remains unchanged.
28	6. Scope of Work:	15	(I) Processing of result of intermediate examination: As per the direction of the Commission, in 10 working days.	<p>We assume that the 10 days would be counted from the date, the vendor receives the final data from the exam conducting vendor, and all other requisite data.</p> <p>Kindly modify this clause accordingly.</p>		Your assumption is correct.

29	6. Scope of Work:	17	Initial evaluation will be completed within 2 weeks from the receipt within 5 working days.	Completion timeline would depend on the observation shared by the experts so request to waive the 5 working days clause on this. Kindly modify this clause accordingly.		The clause in the RFP remains unchanged.
30	6. Scope of Work:	19	(w) Final Result: Final result will be receipt of requisite inputs.	We suggest to change the timelines to 3 weeks. Kindly modify this clause accordingly.		The clause in the RFP remains unchanged.
31	NA	NA	NA	Is there any requirement of DR - Disaster recovery environment.		Yes. There will be requirement of Disaster recovery environment in due course of time.

32	6. Scope of Work:	21	In future, additional modules may also be made available. The Service Provider will be responsible for all the integration and coordination for proper working of services on the UMANG Platform. APIs, etc for the integration of service in future will be prepared by the Service Provider and shared with the UMANG Team. Hardware, servers, databases, software, etc related to the UMANG integration will be maintained by the Service Provider.	1. Kindly share the additional modules that are planned to be integrated, or provide and upper cap on the efforts in man days per month, for this work. 2. Can the effort incurred in this activity, be considered part of development bucket of section " (viii) Development of new Software Module " 3. We assume that the coordination with Umang for these integration would be done by a SPOC from SSC.		The methodology will be same as defined at Para 6 (viii). Regarding coordination with UMANG, day-to-day technical matters will be handled by the Service Provider. Administrative matters, if any, will be handled by SSC.
33	6. Scope of Work:	22	(xi) Facility of Help Desk: A facility of Help Desk/ Call Centre to address issues related to the Service Provider.	Kindly share the monthly volume of calls/incidents/grievances for the last one year.		This is a new facility. Therefore, monthly volume of calls/ incidents/ grievances is not available.
34	24.6 Service Level Agreement (SLAs)	56	Non-availability of the website due to vendor.	This SLA would not be applicable if the underlying hardware provided by NIC is not available/having issues. Kindly modify this clause accordingly.		The SLA is for non-availability of the website due to vendor (not due to NIC).

35	5.Objective	5	b) Configuration, operation and maintenance of all software/ software applications used for all the IT activities under this RFP including Operating Systems, etc.	We assume all the software licenses for development and maintenance of the website will be procured by SSC.		Operating System for the VMs on NIC cloud is provided by NIC. Any other software licenses, if required, will be procured by the vendor.
36	6. Scope of Work:	7	(ii) Up-gradation of the capacity of the website of the Commission	Is there a possibility of moving the server infra form NIC cloud (Meghraj) to Public Cloud service provider.		As on date, there is no such requirement. However, the possibility cannot be ruled out.
37	5.Objective	9	6. (iii) m, Make available third party applications like walk-through videos, etc on the website as per the direction of the Commission.	We assume these are only hyperlinks to external sites.		Yes. It will be either hyperlink to external sites or the content, which has to be hosted on the website.
38	NA	NA	NA	Kindly share details of data retention policy and archival policy. Kindly add this clause accordingly.		Data of examinations up to 5 years should be readily available. Examination data older than 5 years will be archived.
39	24.6 Service Level Agreement (SLAs)	56	24.6 Service level agreements	Kindly share SLA related to Helpdesk, if any.		As this is a new service, SLA will be worked out in due course in consultation with the selected vendor.

40	Functions of SSC:	4	(vii) Keeping in view the above guidelines of the Government of India, when NRA starts functioning, Tier-I Examinations of Combined Graduate Level, Combined Higher Secondary (10+2) Level and Multi Tasking (Non-Technical) Staff Examinations will be conducted by NRA. Therefore, the number of applications to be handled by the Service Provider will get reduced.	1. If NRA CET comes into action, will SSC ask candidates to submit forms for Tier-II examinations? 2. How will NRA share data of Tier -I selected candidates? 3. How frequently will NRA conduct examination? Kindly modify this clause accordingly.		When NRA start conducting CET, SSC will seek applications from the qualified candidates of NRA CET. Additional information, as sought, is not available as on date.
41	6. Scope of Work:	9	(iv) Handling of all the examination related IT Activities:	This point mentions about admission certificates but point 6 (iv) page - 9 has no mention of admit card generation under scope of work. Will admit card generation be within the scope?		The scope will be as per Para-6 (iv) (h).
42	24.7 Terms of Payment	58	(a). Up-gradation of the capacity of the Website:	We assume that the Performance Test (PT) results shared by the vendor, would be considered for measurement of this payment term.		Number of applications received can be verified when the online application of an examination is made live. Regarding other parameters, performance test results shared by the vendor and verified by NIC/ SSC-agency will be considered.

43	24.6 Service Level Agreement (SLAs)	57	Error in the result.	Vendor would be penalized if there is an error/oversight is from the vendor's side. Kindly modify this clause accordingly.		Penalty will be levied if the error is committed by the vendor.
44	(iv) Handling of all the examination related IT Activities:	13	(h) Allocation of the candidates	Kindly share below details for this new module.1. Detailed FRS-Functional Requirement Specification2. Number of reports3. Integration points with external systems, if any.		Requirements are already given in the RFP. Further details will be shared after the finalization of RFP.
45	(iv) Handling of all the examination related IT Activities:	14	(k) Verification of Examination	Kindly share below details for this new module. 1. Detailed FRS-Functional Requirement Specification 2. Number of reports 3. Integration points with external systems, if any.		Requirements are already given in the RFP. Further details will be shared after the finalization of RFP.
46	(iv) Handling of all the examination related IT Activities:	18	(t) Module for uploading of soft copies of various documents	Kindly share below details for this new module. 1. Detailed FRS-Functional Requirement Specification 2. Number of reports 3. Integration points with external systems, if any.		Requirements are already given in the RFP. Further details will be shared after the finalization of RFP.

47	(iv) Handling of all the examination related IT Activities:	18	(u) Post Preferences for an examination:	Kindly share below details for this new module. 1. Detailed FRS-Functional Requirement Specification 2. Number of reports 3. Integration points with external systems, if any.		Details will be shared after the finalization of RFP.
48	(iv) Handling of all the examination related IT Activities:	19	(aa) Facility for sending SMS/ Email to candidates:	Kindly share below details for this new module. 1. Detailed FRS-Functional Requirement Specification 2. Number of reports 3. Integration points with external systems, if any.		Requirements are already given in the RFP. Further details will be shared after the finalization of RFP.
49	(iv) Handling of all the examination related IT Activities:	20	(x) Development of a new web-tool for making available examination related data to SSC-HQ and Regional Offices:	Kindly share below details for this new module. 1. Detailed FRS-Functional Requirement Specification 2. Number of reports 3. Integration points with external systems, if any.		Requirements are already given in the RFP. Further details will be shared after the finalization of RFP.

50	22.2.5		Mode of Submission	The proposals shall be valid for a period of six (6) months from the date of opening of the proposals (180 days from the date of opening of proposals). A proposal valid for a shorter period could be summarily rejected. Bids, once submitted cannot be withdrawn by the bidder concerned until the completion of evaluation process.	The validity of the proposal should be one month from the date of opening of the proposal instead of 180 days.	The clause in the RFP remains unchanged.
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51	22.7.1		Supplementary Information/ Corrigendum/ Amendment to the RFP	If SSC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, the Commission may issue supplements/ corrigendum to this RFP. Such supplementary information shall be communicated to all the participating bidders. Any such supplementary information shall be deemed to have been incorporated by this reference into this RFP.	Text 'prior to the deadline' should be appended to the 1 st sentence i.e. after 'corrigendum to this RFP'.	Supplements/ corrigendum to this RFP, if any, will be issued as per the provisions of the RFP. Therefore, the clause in the RFP remains unchanged.
52	22.10.3		Bid Prices	The Commercial bid should clearly indicate the price to be charged, without any qualifications whatsoever and should exclude all taxes, duties, fees, statutory levies, works contract tax and other statutory charges as may be applicable in relation to the activities proposed to be carried out in the contract concerned.	Following text should be appended to this clause: "Any change in statutory taxes, duties and levies shall be borne by the customer on sufficient documentary proof is submitted by the Wipro."	Statutory taxes, duties, levies will be born by SSC as per the provisions defined in the RFP. Therefore, the clause in the RFP remains unchanged.

53	22.14.1.(a)		Bid Validity Period	Bids shall remain valid for 180 days consequent upon....	Bid validity should be 30 days instead of 180 days.	The clause in the RFP remains unchanged.
54	22.14.2.(a)		Bid Validity Period	2. Extension of Period of Validity (a) In exceptional circumstances, SSC may request the Bidder(s) for an extension of the period of validity of their Bids. The request and the responses thereto shall be made in writing by the Commission. The validity of EMD shall also be suitably extended.	The text "for its concurrence" should be added after the words "SSC may request the Bidder(s).	Bidder is free to accept or not to accept the proposal of SSC for extension of period of validity. Therefore, the clause in the RFP remains unchanged.
55	22.23.1		SSC's Right to change the Scope of Contract at the time of Award of the Contract	SSC may at any time, by a written order given to the bidder, make changes to the scope of the contract under consideration	The text "prior to the last date of bid submission" should be added after "SSC may at any time"	The requirement is for change of scope of work during the currency of the contract and the modality is given at Para 22.23 (2). Therefore, the clause in the RFP remains unchanged.

56	22.23.2		<p>SSC's Right to change the Scope of Contract at the time of Award of the Contract</p>	<p>If any such change causes an increase or decrease in the cost of or the time required for the bidder's performance of any part of the work under the Contract, mutually agreed change in the Value or time schedule relating to the given Contract shall be arrived at between the Bidder and the Commission. Any claim made by the bidder for change under the extant Clause must be asserted from the Commission within a period of twenty one (21) days consequent upon the receipt of the change order.</p>	<p>The text "The Fixed Price, as mentioned in the Commercial schedule, is valid within a dead band of $\pm 5\%$ of the baseline volumetric of the respective resource unit that is provided as part of RFP. For assets volumes above +5% threshold of the baseline volumetric, additional resources will be charged at ARC 'Additional Resource Charge' to reflect additional marginal cost to Bidder, while credits known as RRC 'Reduced Resource Credit' will be granted to SSC for reduction in resources consumed, for service volumes below -5% of the baseline volumetric." Should be appended to Para 22.23.2.</p>	<p>The methodology for the development of new software modules/ applications is already defined at Para 6 (viii). Therefore, the clause in the RFP remains unchanged.</p>
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57	22.30		Duration of Project	The duration of the project is for a period of 5 years from the date of signing of the contract, with option to extend the contract for a maximum period of 3 years, in parts or full, as decided by the Commission, under the same terms and conditions.	The text "Bidder agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity." Should be appended to the para 22.30.	Provisions are already available in the RFP for handling any change in the scope, development of new software/ applications. Therefore the clause in the RFP remains unchanged.
58	24.5.iii.		Performance Bank Guarantee (PBG)	SSC may invoke forfeiture of the Performance Bank Guarantee for any failure on part of Bidder to fulfill its obligations as specified under the Contract Agreement executed with the successful bidder.	Request to delete this clause	The clause in the RFP remains unchanged.

59	24.6		Service Level Agreement (SLAs)	<p>Note-2: The maximum penalty will be limited to 15% of the value of the relevant component/ Work Order and it will not be carried forward to another year/ work order.</p>	<p>The maximum penalty should be limited to 3% instead of 15% and following clauses may be appended: "Notwithstanding anything else to the contrary , the overall penalties including Liquidated damages shall be capped to 3% of the overall contract value and the capping for each month shall be 1% of the monthly invoice. Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Bidder for all claims under or in relation to this Agreement, shall be, regardless of the form</p>	<p>Note-2 at Para 24.6 may be read as follows: Note-2: The maximum penalty will be limited to 10% of the value of the relevant component/ Work Order and it will not be carried forward to another year/ work order.</p>
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60	25.3		<p>Bid Securing Declaration from Bidders in lieu if EMD</p>	<p>2. I/ We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be supplied by us. We shall indemnify SSC against all cost/ claims/ legal claims/ liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the Bidder shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/ or system or any part thereof to SSC and persons authorized by SSC, irrespective of the fact of claims of infringement of any or all the rights mentioned above.</p>	<p>2. I/ We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be supplied by us. We shall indemnify SSC against all actual, direct, reasonable, solely and proximately attributable cost/ claims/ legal claims/ liabilities arising from third party claim in this regard at any time during the term of this contract on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the Bidder shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/ or system or any part thereof to SSC and persons authorized by SSC, irrespective of the fact of claims of infringement of any or all the rights mentioned above</p>	<p>The clause in the RFP remains unchanged.</p>
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61	NA	NA	Variance in Minimum Wages	New clause may be added in the bid	<p>Bidder undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if SSC wants the Bidder to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, SSC will support Bidder with change request for additional cost incurred by Bidder for complying to new minimum wages. Bidder will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.</p>	<p>A new clause at S. No. 22.31 may be read as: "The bidder will comply with the admissible Government labour laws."</p>
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62	NA	NA	Saving clause	New clause may be added in the bid	bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent bidder performance is effected, delayed or causes non-performance due to SSC's omissions or actions whatsoever.	The bidder will be responsible for any failure attributable to the bidder and not due to SSC.
63	NA	NA	Deemed Acceptance	New clause may be added in the bid	Services and/or deliverables shall be deemed to be fully and finally accepted by SSC in the event when SSC has not submitted its acceptance or rejection response in writing to bidder within 15 days from the date of installation/commissioning or when SSC uses the Deliverable in its business, whichever occurs earlier. Parties agree that bidder shall have 15 days time to correct in case of any rejection by SSC.	Not agreed.

64	NA	NA	Limitation of Liability	New clause may be added in the bid	Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through bidder) that may arise out of or result from this Agreement. The aggregate liability of bidder, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim.	Not agreed.
65	NA	NA	Risk and Title	New clause may be added in the bid	The risk, title and ownership of the products shall be transferred to the SSC upon delivery of such products to the SSC.	Please refer to clause 6 (xiii) (f).

66	NA	NA	Non Hire Clause	New clause may be added in the bid	<p>SSC acknowledges that personnel to be provided by bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to bidder's business. In consideration of the foregoing, SSC agrees that for the term of this Agreement and for a period of one year thereafter, SSC will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any bidder employee, or induce any such individual to leave the employ of bidder. For purposes of this clause, a bidder employee means any employee or person who has who has been involved in providing services under this Agreement</p>	<p>Mutually agreeable clause can be incorporated in the contract agreement with the successful bidder.</p>
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67	NA	NA	SNR	New clause may be added in the bid	<p>SSC hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. SSC agrees that bidder shall not be in any manner be liable for any delay arising out of SSC's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the SSC</p>	Not agreed.
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68	NA	NA	Deemed Acceptance	New clause may be added in the bid	Services and/or deliverables shall be deemed to be fully and finally accepted by SSC in the event when SSC has not submitted its acceptance or rejection response in writing to bidder within 15 days from the date of installation/commissioning or when SSC uses the Deliverable in its business, whichever occurs earlier. Parties agree that bidder shall have 15 days time to correct in case of any rejection by SSC	Not agreed.
69	NA	NA	Termination by Bidder	New clause may be added in the bid	Successful Bidder may terminate the Agreement upon written notice to the SSC in the event that the SSC commits a material breach of the Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice	Not agreed.

70	NA	NA	Pass Through Warranty	New clause may be added in the bid	Since bidder is acting as a reseller of completed products, bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the SSC shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that bidder shall not provide any additional warranties and indemnities with respect such products.	The bidder will deliver services as per the provisions of the RFP.
71	NA	NA	Risk and Title	New clause may be added in the bid	The risk, title and ownership of the products shall be transferred to the SSC upon delivery of such products to the SSC	Please refer to clause no: 6 (xiii) (f)

72	NA	NA	Mergers, Amalgamations and variation in scope. Assignment rights.	New clause may be added in the bid	Neither this contract nor any of the rights or obligations under this contract, may be assigned or delegated, in whole or in part, by any party hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder. In the event this contract is assigned or delegated (whether wholly or partially) due to operation of law (including but not limited to statutory amalgamation), the parties hereby acknowledge and agree that the scope of services under this contract shall not undergo increase, reduction, or otherwise any alteration until the parties mutually agree upon a Change Order.	Mutually agreeable clause can be incorporated in the contract agreement with the successful bidder.
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73	NA	NA	Publicity	New clause may be added in the bid	Notwithstanding the above, Bidder may share Contract/ engagement/ project details and relevant documentation to its SSC's/ prospective SSCs solely for the purpose of and with the intent to evidence and support its experience earned under this Contract.	Can be shared with the prior consent of SSC on case to case basis.
74	NA	NA	Assignment of receivables	New clause may be added in the bid	Bidder may assign the benefit of its rights of payment to a third party as part of its debt factoring or other legitimate business arrangements, and SSC expressly consents to such assignments. Such consent shall not be unreasonably withheld.	Mutually agreeable clause can be incorporated in the contract agreement with the successful bidder.