

## eGCA Project: Response to RFQ Queries

### July 04, 2013

S.No	Section No. and Reference/ Clause No.	Clarification Requested	Response
1	Section 3.1 - Evaluation Parameter/iii	Kindly clarify if the 'total contract value of INR 50 crores' is for each of the three projects or a combined value of three projects.	It's combined value of three projects
2	Section 1.4.1.5: Payment Model	<p>We understand DGCA's interest to have payments linked to milestone achievement. Our interest is to have regular milestones (i.e. as close to monthly as possible) aligned to effort expended in meeting milestones. By not being paid in a balanced manner linked to how the costs are incurred, we would need to use capital and thus the cost of this capital would need to be included in the price and we do not believe that such a model provides 'best value' for the taxpayer or the exchequer.</p> <p>Early payment for hardware / OEM products</p> <p>In addition to the above, another option is to collect payments for Hardware earlier in the programme. Almost the entire hardware will be procured during the first 12 months. As per industry norms, OEM vendors will have to be paid as and when the hardware are supplied and hence the payment terms have to account for such norms, otherwise the bidder ends up funding the Government. This results in higher costs to the exchequer as this cost of capital is included in Bidder's price.</p> <p>Bi-Monthly or Quarterly Payment of the Operations and Maintenance Phase:</p> <p>With the rationale of payment being aligned to effort expended, it is suggested that payment of Operations and Maintenance phase should be at least a bi-monthly or Quarterly. Keeping the payment periodicity to half yearly will only increase the overall bid price as there is a mismatch between the effort expended and the payment and hence will not provide the 'best value' to the Government. Most of the e-governance projects under the National e-governance Plan follow the Equated Quarterly Installment approach. Hence it is request to consider the same for eGCA project to help propose the optimum value.</p>	<p>No Change in the clause</p> <p>No Change</p> <p>No Change in the clause</p>

3	General	<p>We understand from Strategic Control Guidelines of DIT that title in the newly purchased hardware / software should reside with the procuring Department. However, the service provider will continue to have responsibility for delivering the service as per the SLA and any risk emerging from these hardware / software. Accordingly we suggest that all Hardware and Software to be brought as part of the eGCA program should in the name of DGCA with the clear responsibility of the SI to deliver the services as per the SLA and any risk emerging from these hardware / software. Also, in case where the Hardware and Software has to pass through the books of System Integrator, the cost of capital would need to be included in the price and we do not believe that such a model provides 'best value' to the Government of DGCA.</p>	No Change
4	<p>3. Criteria for evaluation 3.1 evaluation parameters Serial No. : a(iv) Page No. 25</p>	<p>We have executed country-wide e-governance implementation projects in Dubai, Bahrain, and Egypt Governments. NASSCOM rated us , as the No: 1 National Payment Solution Provider for the e-governance projects implemented in Egypt Government. Hence it is requested to modify this clause as, "iv. The respondent must have executed at least one of the three projects of value at least INR 10 Crores for a Government State or central/Public sector enterprises in India/Abroad."</p>	No change in the clause
5	<p>3. Criteria for evaluation 3.1 evaluation parameters Serial No. : a(ii) Page No. 24</p>	<p>We have annual turnover, for the last 3 financial years are as follows: year 2010-2011-US\$96,970,074(Rs. 436.36 crores) as on 31.03.2011 year 2011-2012-US\$106,016,000(Rs. 588.10 crores) as on 31.03.2012 year 2012-2013-US\$125,000,000(Rs. 679 crores) as on 31.03.2013 Hence, it is also requested to modify this clause as, "ii. The respondent should be a profitable company for the last three years and must have an Average annual turnover of not less than INR 500 Crores for each of the last three financial years ending 31st March 2013. Out of the total turnover of the company at least INR 250 Crores or above should be from IT services/solutions and system integration services for each of the last three years "</p>	No change in the clause
6	<p>Page No. 13-14/ Clause No. 2.2.3</p>	Request to remove/modify the clause (Conflict of Interest)	No change in the clause

7	Page No. 14/ Clause No. 2.2.6	We have a general power of attorney pursuant to Resolution the passed by Board of Directors in name of Regional Sales Head. We would like to clarify if that suffice the purpose or we need to make a fresh POA as per the Annexure-I, Form V. Request to clarify.	A general purpose board resolution indicating the signatory as an authorized signatory of the organization will be acceptable.
8	Page No. 25/ Clause No. 3.1, Sub Clause iii & iv	We request you to consider those multiple POs as single PO which are a part of the one project but released in phased manner at various intervals due to their Organization approach to carry out the various activities for the project step by step. Request to amend the clause	No Change in the clause
9	Page No. 25/ Clause No. 3.1, Sub Clause vi	Since this is a very crucial and prestigious project fro DGCA therefore we request you to invite CMMi 5 Certified organizations who have that maturity level to carry out the project of such magnitude successfully. Request to amend the clause	No Change in the clause
10	Page7/Project Background	<p>1) Is there any existing client or server side infrastructure (if any) which need to be used in this project; or this is a Green Field project and there is no re-usability of any existing compoennts.</p> <p>2)In which all application Digital Signatures will be used? Does customer want to setup an onsite PKI or Bidder implement the solution and extend the PKI services from CA, whom the digital certificates are bought ?</p> <p>It is reccoemnded to secure Portal access using https (SSL certificated based encryption). Please get customer views on the same.</p>	<p>Details shall be provided in the RFP</p> <p>Details shall be provided in the RFP</p> <p>Such details shall be discussed during RFP stage</p>
11	Page9/1.4.1.2	<p>Kindly provide brief requirements for Mail messaging solution. Please clarify whether customer would be interested to implement IP Telephony, Voice mail. Instant Messaging, Group Chat, Web/Video conference &amp; collaboration, Mobile based eMail access, SMS notification, Mail archival and compliances etc along with Mail messaging system?</p> <p>Is there any Web Proxy requirement for Internal users to access Internet from centralised secured Internet Gateway?</p>	<p>Details shall be provided in the RFP</p> <p>Details shall be provided in the RFP</p>

12		Infrastructure solution design comprises of system, storage, network, security, end user compute services, Link/bandwidth, ICT monitoring & managements systems etc . Kindly provide how customer is planning to implement these systems / services at NIC DC & DR sites.  What is the SLA & SLM that would be expected from Bidder to meet.	Details shall be provided in the RFP  Details shall be provided in the RFP
13	Page 13/ Eligibility of the respondent	"In the spirit of transparency, we would like to disclose that we are two entirely independent and distinct listed public limited companies. Both the companies are independently managed with entirely different management teams. While there is some common shareholding across the two entities, there is no common director on Board of the two entities. Accordingly we would request you to kindly modify the clause 2.2.3 so in case both firms decide to respond to RFQ,they should not be disqualified against this clause."	No change in the clause
14	Page 24/ evaluation paramteres	This should be changed to CMMi5. This is recommended as the evaluation criteria has mentioned that "The Respondent must have executed1 at least Three (3) 'IT Projects2 ' of total contract value of INR 50 Crores or above, of which at least two projects shall be 'Turnkey IT Projects" which is very generic	No Change in the Clause
15	Page 11/ Payment model	Since this project has a huge CAPEX cost,We would recommend that the payment of these CAPEX costs is paid at the Go-Live stage and the other OPEX charges can be paid on quarterly installments.	No change in the clause
16	1.4.1.4	Digital Signature / PKI Issuance and Management Processes. Only Designated Agencies have such rights. What is DGCA's expectations from this statement.	The Service Provider (SP) has to provide all the services related to the digital signature, including procurement
17	1.4.1.5	We request DGCA to kindly keep installments on a monthly or at maximum quarterly level ocnsidering it would not only impact the cash flow of bidders, rather it would unnecessarily pass on Finance costs to DGCS only.	No change in the clause
18	2.2.3	We are two entirely independent and distinct listed public limited companies. Both the companies are independently managed with entirely different management teams. While there is some common shareholding across the two entities, there is no common director on Board of the two entities and so both the entities should be allowed to participate in this project if they wish to do so.	No change in the clause

19	3.1 (Vi)	Considering the size and scale of implementation and Systems Integration the process maturity involved in this project seems to complying with SEI CMMi Level 5. Accordingly we would request DGCS to kindly consider revising this pre qualification eligibility to CMMi Level 5.	No change in the clause
20	8 of 43/1.4.1.1	Please clarify does the scope include only building interfaces only. Who will be maintaining the examination module for 5 years.	The details shall be provided in the RFP
21	10 of 43/1.4.1.4	Is the duration of O&M 5 years from the date of completion	The duration of O&M is 5 years after Go-Live and stabilization period is over.
22	11 of 43/1.4.1.5	Please clarify the exact terms of payments. We will like to request for Milestone Based Payments during the Implementation Phase. We would also request for Hardware and Software payments to be linked to supply and/or DC/DR Setup and Acceptance. Also during the O&M Phase we would like to request for quarterly payments	No change in the clause
23	12 of 43/1.5.5	Please clarify if the bid will be a QCBS bid and what will be the weight - age for technical (70%) and commercial(30%)	The details shall be provided in the RFP
24	33 of 43/6.1.3	We request you to consider the Financial statements (BS&P/L) for last three FY only starting from 2009-10, 2010-11 and 2011-12. We suggest you to accept a certificate produced by a third party auditor. Please clarify on this note.	No change in the clause. Pl. refer clause 2.2.10 No change in the clause.
25	22 of 43/2.16	We would like to execute a mutually acceptable non-disclosure agreement to govern the engagement period. Please suggest.	No Change in the clause
26	24 of 43/2.21	Please clarify whether the information supplied by Respondent also includes the proposal submitted in response to the RFQ.	Clause is clear in the RFQ
27	27 of 43/6.1	Please clarify what are the security clearances referred to in the relevant clause.	The SPs personnel may have to get security clearance from the Police/MHA.
28	25 of 43/3.1- bullet VI	We suggest setting this criterion as CMMi level 5.	No Change in the clause

29	27 of 43/3.1- bullet III	We understand that we need to furnish three IT projects whose cumulative value sums up to INR 50 Crore. Please confirm.	Yes
30	Page 24/ 3.1.a.ii	We request for a relaxation in the overall annual turnover from existing 500 crores to average 350 crores for the last 3 years. However, we are okay with the 250 crores turnover from IT services.	No Change in the Clause
31	Page 25/ 3.1.a.v	We request for consideration of consultant/ contractual employees also.	No Change in the Clause
32	Page 25/ 3.1.a.vi	Keeping in mind the critical nature of the department/ project we request the CMMi requirement to be raised to level 5	No Change in the Clause
33	Page 11/ 1.4.1.5	We request the O&M payment to be on a quaterly payment model. We are currently working on the suggested model for Min. of Science & Technology.	No change in the clause
34	Page 10/1.4.1.4	Please let us know, if the DC and DR sites are to be built / commisioned or is it already in place. Alternately, if not in place, can the vendor avail hosting services or does DGCA require a dedicated DC and DR set-up?	Servers shall be co-located at NIC DC and the DR shall be either that of NIC or any SDC
35	Page 11/1.4.1.5	We assume that the commercial arrangement will be a "fixed price / firm price" model and not transaction based pricing. Please confirm	The clause is clear
36	Page 13/2.2	Point number V under this will not be entirely visible to the vendor. We would not be aware of other respondents that would be participating and the information that they might have potentially received through a common third party. We request you to allow the vendors to put an appropriate language for the same.	No Change in the Clause
37	Page 15/2.4	We request you to provide the vendor an oppportunity to state the deviations to the suggested legal terms in the EOI	No deviations in the legal terms are accepted.
38	Page 23/2.17.1	We request you to allow us to submit our view on some of the legal clauses. We request for an oppportunity to discuss the same.	No deviations in the legal terms are accepted.
39	Page 25/3.1	Given the scale and importance of this project for DGCA, we request you to make this CMMi Level 5	No Change in the Clause
40	Page 25/3.1	We request you to allow projects which are on-going / under execution for this condition	The clause is clear
41	Page 34/6.1.4	Purchase order copies for most of the international private clients are governed by a NDA clause and we will not be in a position to submit the same. We reuquest you to allow self-certificate by the authorised signatory, authorised for this bid through the PoA	Clause is clear; No change. A scanned copy of the client letter may be provided along with the RFQ Response Documents; but original to be provided at the time of evaluation.

42	1.4.1.4 Scope of work for Services Page 10	We request you to pls share the complete client side hardware requirement with configuration details so as to remove any subjectivity	The details shall be made available in the RFP, that will be issued to the short-listed bidders
43	1.4.1.4 Scope of work for Services Page 10	Request you to share the details of historical data like number of pages/records, format, location of the data etc.	The details shall be provided in the RFP
44	1.4.1.4 Scope of work for Services Page 10	We believe that applications implemented by bidder would be Digital Signature compatible. Digital Signature procurement would be done by DGCA itself. Pls confirm.	Yes. Procurement will be done by the SP
45	1.4.1.5 Payment Model Page 11	<p>We propose –</p> <p>“100% of capital expenditure (License, HW, and Implementation cost) will be paid to SI till Go-Live of project based on a particular milestone. For operational expenditure like support services, connectivity, license support payment will be made on pro-rated on quarterly basis”</p> <p>This will reduce the cost of capital for the bidder and in turn for DGCA. Also this is the standard in most of the government projects.</p> <p>We are suggesting this change keeping in mind the best interest of the project and increased participation</p>	No change in the clause

46	<p>3.1 Evaluation Parameters Page 24</p>	<p>We request the following change:</p> <p>“The Respondent must have executed1 at least Three (3) ‘IT Projects2 ’ of total contract value of INR 50 Crores or above, of which at least one projects shall be ‘Turnkey IT Projects3 ’ “</p> <p>We request that at least one project should be considered as turnkey because major component of the project is application development and services i.e.</p> <ol style="list-style-type: none"> <li>1. Interfaces and Access Channels such as Web Portal, Mobile/Smart Phone</li> <li>2. Enterprise Content Management System</li> <li>3. eForms</li> <li>4. BPM/Case Management</li> <li>5. Payment &amp; Mobile Gateway</li> <li>6. Digital Signatures</li> <li>7. MIS Reporting Engine</li> <li>8. Rule/Policy Automation</li> <li>9. Email System</li> </ol> <p>Hardware is relatively smaller part of the project. Requirement of at least 2 turnkey project experiences makes the qualification criteria more favorable to H/W and infrastructure supplier/vendor companies and is detrimental to IT services companies to participate in the tender.</p> <p>We are suggesting this change keeping in mind the best interest of the project and increased participation</p>	<p>No Change in the clause</p>
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47	3.1 Evaluation Parameters Page 24	<p>We request the following change:</p> <p>“The respondent must have executed at least one projects of value at least INR 10 Crores for a Government State or Central / public sector enterprises in India”.</p> <p>We believe that experience of Govt. /PSU project it critical for the success of this project. Therefore we believe this project experience should be quoted separately/exclusively and should not be quoted as part of the above three projects.</p> <p>We are suggesting this change keeping in mind the best interest of the project and increased participation.</p>	No Change in the clause
48	3.1 Evaluation Parameters Page 24	<p>We request the following change:</p> <p>“The Respondent must have been assessed and certified for CMMi4 Level 5 either in Development or IT Services. The certificate should be valid at the date of submission of the bid “</p> <p>CMMi level defines the maturity level of processes of the organizations. Well defined processes as especially extremely important for IT/SW services organizations as level of process maturity directly impacts the quality of system/application/SW implemented by the organization. CMMi level 5 would ensure that organization is at highest level of maturity in software/IT services. Also it results in highest quality and Lowest risk for the customer.</p> <p>We are suggesting this change keeping in mind the best interest of the project.</p>	No Change in the clause

49	3.1 (vi), Page 25	We suggest department that instead of CMMi Level 3 please keep CMMi Level 5 certification as the minimum criteria for quality certification as this is the most advance certification issued to the organization to assess their capability in development of quality solution and will help department in selecting amongst the best of SI's.	No Change in the clause
50	1.4.1.5, Page 11	We request department to pay 50% of the total contract value at the time Go-Live on Milestone basis & rest 50% can be pay in EQI as this model will ease the cash flow for the SI's who in turn will not burden the project value with extra buffer to maintain their cash flow.	No change in the clause
51	1.4.1.6, Page 11	We suggest that O & M period be raised to 7 years for DGCA to derive the best value from this project.	No change in the clause
52	1.2, Page 7	What is the current state of the eGCA programme within DGCA?	The eGCA project is to be implemented by the Service Provider selected through the bidding process
53	1.4.1.1, Page 8	From the scope mentioned in the RFQ, for each of the high level service groups, i.e. (a) License registration / approval / permit (b) Audit / surveillance (c) Examinations (d) Admin / HR and (e) Finance – what is the level of automation that has been carried out at the Directorate, Divisions, RO and SRO levels across the country? If any implementations have been carried out, are they at local levels or do they have some integration across centres (Directorate, Divisions, RO and SRO)? What is the technology used for them?	The details shall be provided in the RFP
54	1.4.1.1, Page 8	Is there any significance to the separate color codes given to groupings (a) License registration / approval / permit (b) Audit / surveillance (c) Examinations on one hand and (d) Admin / HR and (e) Finance on the other on page 8 of the RFQ?	The blue colour indicates core business modules and the grey colour indicates the support modules.
55	1.4.1.3, Page 10	What is the current IT estate in use with the DGCA. Could you please provide inventory lists and network configuration diagrams supported by any other documentation that exists.	The details shall be provided in the RFP
56	General	We support that the department should allow SI to purchase the Assets under this project in the name of the SI & not the department.	Agreed

57	Page 8/1.4.1.1 Business Processes	What is the technical platform of the examination system that is developed by NIC	The details shall be provided in the RFP
58	Page 8/1.4.1.1 Business Processes	What are the External Interfaces that are required other than NIC Examination system	The details shall be provided in the RFP
59	Page 12/1.5.3	Can the non-refundable fees be submitted in the form of Bank Guarantee (BG)?	No, the clause is clear
60	Page 9/1.4.1.2	Interfaces and Access Channels such as Web Portal, Mobile/Smart Phone - Which applications need to be available on mobile devices?	The details shall be provided in the RFP
61	Page 9/1.4.1.2 BPM/Case Management	As the initiative involves use of Out of the box solutions and the way the directorates operate (with their individual business process scope), there can be an overlap or possible reengineering of the processes . Is DGCA open for such suggestions ? This becomes key as this aspect will impact the solution rollout timelines etc	The details shall be provided in the RFP
62	General	How user is expected to submit Application Form through excel file or an online application?	The details shall be provided in the RFP
63	General	What is the current system landscape?	The details shall be provided in the RFP
64	Page 41/6.2 Annexure -II: List of Services	Please identify type of service in Annexure II(e.g.Application Form, or Business Process or Report)	It is a service that includes a form, process and may be an output.
65	Page 9/1.4.1.2 Application Solution Components	Please explain Rule/Policy Automation.	The details shall be provided in the RFP
66	Page 9/1.4.1.2 Application Solution Components	Is there any file repository available for storing documents?	The details shall be provided in the RFP
67	Page 7/1.3 Project Objectives	In the objectives section a reference is made "Meet the Timelines in CARS" Kindly explain what CARS are with an example	The details shall be provided in the RFP

68	Page 8/1.4 Scope of Services	In this section HR has been grouped together with Admin and in the list of services 6.2.1 the grouping is General Administration / Finance Kindly share the list of services / Business Processes which will be in the domain of HR implementation?	General Administration is a term used for HR. More details will be provided in the rFP
69	Page 8/1.4 Scope of Services	Are the business processes standardized except for location related inputs across all locations and all grades?	Question is not clear. However it seems to be relevant to RFP.
70	Page 9/1.4.1.2 Application Solution Components	Enterprise Content Management System will be used for what functionality related to HR business processes?	The details shall be provided in the RFP
71	Page 9/1.4.1.2 Application Solution Components	What services would be provided through Payment & Mobile Gateway?	The details shall be provided in the RFP
72	Page 9/1.4.1.2 Application Solution Components	Digital signatures would be used in which business processes of HR?	The details shall be provided in the RFP
73	Page 9/1.4.1.2 Application Solution Components	Eforms which would be in English or in local language? They are going to be used for what purpose?	The details shall be provided in the RFP
74	Page 10/1.4.1.2 Application Solution Components	BPM/Case management would be used for which functionalities / Business processes esp w.r.t. HR?	This can be raised, once the RFP is issued to the short-listed bidders
75	Page 10/1.4.1.2 Application Solution Components	Who would access this digital data?	The details shall be provided in the RFP
76	Page 10/1.4.1.2 Application Solution Components	Is the employee data available in electronic format? If yes, pls provide details of how and where it is maintained? If no pls provide details of how and where it is maintained?	The details shall be provided in the RFP

77	Page 10/1.4.1.2 Application Solution Components	What is the format of Employee No being used in DGCA esp for the employees who are retired /terminated and expected to be in the scope of historical data upload?	The details shall be provided in the RFP
78	Page 41/1.4.1.2 Application Solution Components	Is there a need to archive data?	The details shall be provided in the RFP
79	Page 9/6.2.1 Annexure – II: List of Services	The annual nos mentioned are in absolute nos are in multiple of 100s,1000. Kindly confirm.	Absolute numbers
80	Page 9/1.4.1.2 Application Solution Components	Do you expect a multilingual implementation or implementation needs to be purely in English?	The details shall be provided in the RFP
81	Page 9/1.4.1.2 Application Solution Components	What are the rollout parameters. Does DGCA expect that all the solutions will be rolled out at one go or are willing to consider phased roll out. The schedule expected by DGCA seems to be very aggressive	The details shall be provided in the RFP
82	Page 9/1.4.1.2 Application Solution Components	If Phased Roll Out then what business process /Issue/Scope needs to be addressed first.?	The details shall be provided in the RFP
83	Page 7/1.3 Project Objectives	What is the approximate total number of authenticated users who are external to DGCA (from airline operators, flying schools etc) will use eGCA application?	The details shall be provided in the RFP
84	Page 7/1.3 Project Objectives	What is the maximum number of concurrent users expected to support?	The details shall be provided in the RFP
85	Page 9/1.4.1.2 Application Solution Components	Is SMS Notifications are part of the scope using Mobile SMS Gateway?	The details shall be provided in the RFP
86	Page 10/1.4.1.4	How much of the legacy data is there or need to be brought into new system	The details shall be provided in the RFP
87	Page 41/sno. 34	What level of automation is expected. Say for e.x. Air Transport directorate approves Airline winter/summer schedule. Do DGCA needs these data to be processed and stored in the solution or just store the document for approval.	The details shall be provided in the RFP

88	Page 9/1.4.1.2 Email System	Requirement for email system. Pls. clarify whether complete enterprise email system required with MAPI protocol	The details shall be provided in the RFP
89	General	What is the average size of application form(approx number of fields)?	The details shall be provided in the RFP
90	Page 8/1.4 Scope of Services	What kind of interfaces are expected between the Exam Solution being implemented with HR module that will be implemented as a result of this RFQ?	The details shall be provided in the RFP
91	Page 10/1.4.1.4 Scope of work for Services Provider	What is meant by Management Processes in Digital Signature / PKI Issuance and Management Processes?	The details shall be provided in the RFP
92	Page 10/1.4.1.4	Data Migration, Digitization of historical data - What is the extent of data / digitization?	The details shall be provided in the RFP
93	Page 8/1.4.1.1	Interface with NIC Module- Which data need to be stored/ utilized for the system under consideration?	The details shall be provided in the RFP
94	Page 24/ 3.1.a.ii	We request for a relaxation in the overall annual turnover from existing 500 crores to average 350 crores for the last 3 years. However, we are okay with the 250 crores turnover from IT services.	No Change in the Clause
95	Page 25/ 3.1.a.v	We request for consideration of consultant/ contractual employees also.	No Change in the Clause
96	Page 25/ 3.1.a.vi	Keeping in mind the critical nature of the department/ project we request the CMMi requirement to be raised to level 5	No Change in the Clause
97	Page 11/ 1.4.1.5	We request the O&M payment to be on a quaterly payment model. We are currently working on the suggested model for Min. of Science & Technology.	No change in the clause
98	3.1 iv	If" 10 Cr for a Government state or Central /public sector enterprises in India " can be dropped or consortium for past experience can be allowed we shall be keen to participate and propose best of industry solution .	No Change in the Clause
99	Page 11/ 1.4.1.5 Payment Model	The balance payment should be on either 2-motnhly or at the max on quarterly basis rather than on 6-monthly basis as per the industry standard.	No change in the clause
100	Page 13/ 2.2 Eligibility of the Respondent 2.2.1	Since the project is of large & complex in nature, it requires multiple expertise in executing the complex IT tools & Networking equipments. Keeping the same in mind, consortium bidding should be allowed.DGCA can definitely specify the relevant Qualification Criteria for the consortium partners.	No change in the Clause

101	Page 24 / 3.1 Evaluation Parameters (a) (ii)	<p>1. We request you to kindly remove the words "Profitable" and replace it with words positive Net Worth. 2. We understand that the purpose of the profitability clause is to validate the financial strength of the bidder which, as being suggested by us, is met by having a net worth requirement. Most recent RFPs being tendered now looks for bidder's financial health as "Positive Net worth". Sify being an IT infrastructure company and executing many large projects on BOOT model our investment goes into building our infrastructure (including NOCS / Data centres) across the country. Since, the operational model is majorly OPEX based, wherein effort is to charge our customers on the basis of services being rendered., our experience reflects in the investments made in creating the expansive infrastructure (Networth) and not in the form of Profitability. Hence due to large investments being made in projects form where revenue generation comes over long period of time, we do not have profits in previous Finacial Years due to huge upfront expenses and depreciation costs being high. However, Sify has turned profitable in the FY ending March 31, 2013. 3. Considering this fact most of the RFPs that are issued for selecting bidders for large IT projects the requirement of profitability clause is replaced with Net worth criteria of bidders. Moreover, as per the policy guideline framed by Ministry of Information Technology, New Delhi they have issued guidance note for drafting RFPs for Large IT projects in Government Sector. The same can also be downloaded from department website at the link <a href="http://mit.gov.in/content/rfp-standardization-model-rfps-and-guidance-notes">http://mit.gov.in/content/rfp-standardization-model-rfps-and-guidance-notes</a> Page 16 of the attached Guidance Note mentions that governments should look for net worth clause rather than looking for profitability clauses in Prequalification criteria for large IT projects.</p>	No change in the Clause
102		Although a consortium of companies is not allowed, can we meet qualification criteria by using its own suppliers and affiliated sister companies?	The bidder should meet the criteria mentioned in the RFQ.
103		Serco is in the process of obtaining CMMI Level 3 certification and expects to achieve it during the course of the implementation of the proposed tender. Is this sufficient to comply with the CMMI level 3 requirement?	Clasue(3.1) is clear about this.
104		Can the respondent demonstrate execution of at least one of the three projects of value at least INR 10 Crores (USD 1,732,339) for project executed globally or does it have to be for a Government State or Central / public sector enterprises in India?	Clause is clear about this. It should be in India.
105		Can the eligibility criteria for technical and financial credentials be applicable to the global parent/subsidiary/associate/sister concern?	No.

106	Page 8 , Section 1.4.1.1	<p>We Understand that the examination module is being developed by NIC and hence the service number 101 to 106 as mentioned in Annexure II - list of services is not part of scope of service provider.</p> <p>The RFP is expected to provide the details of the interfaces including the structure, field formats or alternatively please confirm if the service provider is expected to design this as part of eCGA solution including the input parameters going into the examination module and expected output, linkages to the eCGA solution</p>	The details shall be provided in the RFP
107	Page 9 , Section 1.4.1.1	<p>We understand that the SP with more elaborate details at the RFP stage will be allowed to architect the requirements for the eCGA solution keeping in mind the 100 services as functional requirements and DGCA has no preference for a technology or a product.</p> <p>It will SP's responsibility at the RFP stage to design / architect the solution and provide as part of response which will be governed through SLA's at the implementation stage and the O&amp;M stage.</p> <p>We understand that the technology refresh and the technology obsolescence will form a part of SP's contractual obligations for the contract period and SP will be responsible for the 10 months implementation period and 5 years of O&amp;M period with proper exit management clauses</p>	The details shall be provided in the RFP
108	Page 9 , Section 1.4.1.2	<p>The clause 1.4.1.2 suggests that DGCA prefers using product based solution. We request to highlight that the RFP to be detailing the complete functional requirements of DGCA and giving a flexibility to the SP to design/ architect the solution to meet these 100 services requirements within the 10 months implementation period following the CMMi level 5 processes rather than restricting the SP.</p> <p>Also the eCGA solution has a breadth of requirements hence it may be a mix and match of systems/solutions which will be integrated together for eCGA solution.</p>	The details shall be provided in the RFP



109	Page 9 , Section 1.4.1.2	<p>We request to have detail requirements of these 9 components. Also it is mentationed that these are indicative solution components, hence request the RFP to have detailed functional requirements which should be technology agnostic and should limit themselves to the functional requirements of DGCA.</p> <p>The solutoin components should be left to the service provider to be designed and architected based on these functional requirements.</p> <p>In case DGCA has requirements which may come up during implementation which needed to be added to the eCGA solution, the RFP should also ask for added blended person month rate which can then be utilised to add on functional requirements with the SP</p>	The details shall be provided in the RFP
110	Page 9 , Section 1.4.1.3	<p>We understand the RFP will have details of the location, the space , power, SLA's and operating level agreements for the hosted DC and DR which will be at NIC.</p> <p>We also wish to check if there needs to be a provisioning of a Near DC</p>	The details shall be provided in the RFP
111	Page 10 , Section 1.4.1.3	<p>We understand the RFP will have details of the SP's one or two , further networking requirements including LAN, WAN, MPLS cloud, hardware - switch, routers, firewalls, etc.</p> <p>We request the SP to be allowed to architect the solution - centralised or hybrid based on the network availability which also we understand will be SP's responsibilty.</p> <p>We request the RFP to outline the bare minimum offline/standalone requirements to be done at the ROs/SRO's and also the criticality of the services which should be kept in mind by the SP while architecting the solution</p>	The details shall be provided in the RFP
112	Page 10 , Section 1.4.1.3	<p>We understand the that the client hardware &amp; software components will be an outcome of the architecture and design done by the SP and the RFP will not restrict the SP on the choice of technology but will allow the SP to choose the technology based on the deatiled functional requirements definded in the RFP.</p>	The details shall be provided in the RFP

113	Page 10 , Section 1.4.1.4	<p>We understand a presentation is expected by DGCA before the release of RFP. We request an indicative agenda to be published. Also it will be advisable if DGCA also includes the site visit and the case study presentations of the managed services project done by the SP to share the challenges as well as learnings from implementations in India having a similar application, digitisation, PAN India location, etc as part of the case study.</p> <p>The SP should also be judged on the tools and processes it uses for similar large scale projects.</p> <p>Also DGCA should have POC as part of the process which includes seeing the post implementation phase how the SP is using tools to have a dashboard of operations and business operation monitoring and SLA automation tools</p>	These can be raised, if relevant once the RFP is issued to the short-listed bidders
114	Page 10 , Section 1.4.1.4	<p>We request DGCA to also consider the helpdesk and also model of pilot rollout at few sites and then the final rollout which we understand will form a part of the implementation plan and will be part of RFP.</p>	These can be raised, if relevant once the RFP is issued to the short-listed bidders
115	Page 10 , Section 1.4.1.4	<p>From point 2 of section 1.4.1.4 we understand that DGCA is preferring design including process re-engineering, configure/ customize for the eCGA solution. We request the RFP to detail the functional requirements and let the SP provide a system architecture and technology based on its experience.</p> <p>In case DGCA expects a detailed process reengineering to also happen then it should be highlighted explicitly including on what processes as part of the RFP.</p> <p>We request the SP to be allowed the choice of a technology solution based on the functional requirements of DGCA.</p>	The details shall be provided in the RFP
116	Page 10 , Section 1.4.1.4	<p>We request the RFP to detail out the functional requirements and allow the SP to architect the solution and not restrict the RFP to procure software product licenses and allow SP to choose based on the requirements of DGCA.</p>	This can be raised, if relevant once the RFP is issued to the short-listed bidders

117	Page 10 , Section 1.4.1.4	<p>We understand that site infrastructure at all offices including HQ/RO's/SRO' is to be provided by the SP.</p> <p>We request the RFP to give a complete list of current IT infrastructure, whether the SP has to consider as part of the as part of investment protection.</p> <p>We understand the RFP will have the detailed requirements on the site infrastructure - including furniture, LAN cabling, electric wiring, chair and table, a small server room at the Site offices in case needed.</p> <p>We request for the consumables like printer cartidge, paper rims , diesel and generator sets , etc. which are consumables to be either quantified on per month requirements or paid in actuals to be explicitly stated as part of the RFP.</p>	These can be raised, if relevant once the RFP is issued to the short-listed bidders
118	Page 10 , Section 1.4.1.4	<p>In the procurement of necessary infrastructure we request the RFP to have no restrictions on type of technology also what are the servies and hardware - storage,etc. which are provided by NIC needs to be clearly detailed in the RFP.</p>	This can be raised, if relevant once the RFP is issued to the short-listed bidders
119	Page 10 , Section 1.4.1.4	<p>We are expecting the RFP to provide detailed number of pages to be digitized, number of users to be trained and their locations, number of third party audits andd certifications to be catered to.</p> <p>We also request the RFP to consider that to provide a 24/7/365 person months for handholding support or helpdesk services, etc. The SI has to cater to three shifts and 4.5 people for this kind of job.</p> <p>We request the RFP to clearly define the requirements of the handholding support or the helpdesk support by the SP's</p>	This can be raised, if relevant once the RFP is issued to the short-listed bidders
120	Page 11 , Section 1.4.1.5	<p>We request the half yearly installments to relooked as EQIs during the O&amp;M phase.</p> <p>We also request the RFP to clearly define the milestones and the payment plan for the implementation period requesting DGCA to allow the SP to have payments on the CAPEX given to him as and when the assests are transferred in the names of DGCA.We suggest that Payment to be made to service provider,should be divided into two parts- CAPEX &amp; OPEX. CAPEX payment should be received 100% by GO-Live and OPEX should be recovered in quaterly installments spread over the ONM period.</p>	No change in the clause

121	Page 11 , Section 1.4.1.7	<p>We request DGCA to also evaluate a model of having the project office as an extension to the development center of the service provider as and DGCA officials responsible for the implementation to request number of seats in the same premises as part of the RFP. The key advantage is a day-to-day of DGCA of the project milestones during the implementation phase and an overall governance during the maintenance phase. This model is followed by IT industry for global customers whose development centers are outside India.</p> <p>A provision of a security operation center, business operation center and network operation center which will be outside the datacenter of NIC could be colocated with the project office.</p>	This can be raised, if relevant once the RFP is issued to the short-listed bidders
122	Page 12 , Section 1.5.5	<p>We understand the RFP will have the complete QCBS evaluation process as part of the RFP details.</p> <p>We wish to highlight that the DGCA should also evaluate the organization on its similar project experiences, provide more weightage to technology agnostic architecture solution, the governance and overall deployment of resources to ensure project implementation success, the experience of key resources than on theoretical or educational qualifications of some named resources.</p>	This can be raised, if relevant once the RFP is issued to the short-listed bidders
123	Page 12 , Section 1.5.5	<p>Due to the current dollar fluctuations and tax changes expected with GST in future we sincerely request</p> <p>"1. The RFP bid evaluation process to have a timeline to reduce the impact of such changes.</p> <p>2. Although the price should be inclusive of taxes but any variations on taxes that may happen after contract signing should be allowed for fluctuations as this is not predictable by the SP.</p>	This can be raised, if relevant once the RFP is issued to the short-listed bidders
124	Page 14 , Section 2.2.6	<p>We have a general power of attorney vesting powers in the authorized signatory to represent, to act for and on behalf of the company, to carry into effect and perform all Agreements entered into the company with any other person/ bodies corporate.</p> <p>We request to be allowed to submit standard power of attorney which authorizes the authorized signatory by the organization to participate in the tendering process on behalf of the organization which in principle commits that the authorized signatory is responsible for the tendering process and all documentation, etc. for the bid</p>	Clause is clear no change. A general power of attorney indicating the signatory as an authorized signatory of the organization will be acceptable.

125	Page 14 , Section 2.2.7	Please confirm if a self certified letter as part of RFQ response and under which annexure form it is to be provided.	Yes.
126	Page 14 , Section 2.2.8	Please confirm if a self certified letter as part of RFQ response and under which annexure form it is to be provided.	Yes.
127	Page 18 , Section 2.7.3	We request to highlight as SP when we are raising a query it is from our experience in project implementation and response to tendering processes and the gaps seen , hence we request DGCA to allow a discussion before arriving at a response to the prebid queries so that the SP is able to understand DGCA's response.	No change in the clause
128	Page 20 , Section 2.11.2	We request the authorized signatory or the HR head certified copy to be allowed for proof of full time IT professionals as it is HR function in the organization.	No Change in the Clause
129	Page 25, Section 3.1	We request the authorized signatory or the HR head certified copy to be allowed for proof of full time IT professionals as it is HR function in the organization.	No Change in the Clause
130	Page 24, Section 3.1	Please confirm if it is only annual turnover documentation for proving "profitable company for the last three years" and no networth document etc. to be provided to prove that the company is profitable.	The clause is clear
131	Page 24, Section 3.1 a) i)	We request to highlight that the certification of incorporation certifies that the company is registered under the Indian Companies Act 1956. The type of business done by company is evident from the memorandum of associations and hence we request memorandum of associations to be allowed to submit as part of evidence to prove the requirement of "company should be primarily providing IT / ICT / ITeS solution & services"	The memorandum of associations can be submitted as part of evidence
132	Page 25, Section 3.1 a) Notes :	We request to highlight that Mission mode projects are long duration projects having long duration of Operation and maintenance period post go live, hence we request to confirm if projects that went go live before 2008 but are still in Operation and maintenance during the (2008-2013) period can be included as part of the requirements for INR > 50 cr projects.	No Change in the Clause

133	Page 13 and 14 Section 2.2.3	<p><b>Bidder suggests that this provision be revised as under:</b></p> <p>2.2.3 A Respondent shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Respondent found to have a Conflict of Interest shall be disqualified. A Respondent shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:</p> <p>I. the Respondent, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling shareholders <del>or other ownership interest</del>; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Respondent, its Member or Associate (or any shareholder thereof having a shareholding of more than five percent of the paid up and subscribed share capital of such Respondent, Member or Associate, as the case may be) in the other Respondent, its Member or Associate, as the case may be, is less than five per cent of the paid up and subscribed share capital thereof; provided further that this disqualification shall not apply to a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956; or</p> <p><del>II. a constituent of such Respondent is also a constituent of another Respondent; or</del></p> <p>III. such Respondent receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Respondent, its Member or Associate or has provided any such subsidy to any other Respondent; or</p> <p>IV. such Respondent has the same legal representative for purposes of this Response as any other Respondent; or</p> <p>V. such Respondent has a relationship with another Respondent, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Response of either or each other; or</p> <p>VI. such Respondent has participated as a consultant to DGCA in the preparation of any documents, design or technical specifications of the Project.</p>	No change in the clause
134	Page 14 Section 2.2.8	<p><b>Bidder suggests that this provision be revised as under:</b></p> <p>2.2.8 The Respondent should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Respondent, nor been expelled from any project or contract nor have had any contract terminated for breach by such Respondent, which may adversely affect its performance of obligations under the engagement resulting from this RFQ</p>	No change in the clause

135	Page 30 Clause 11 6.1 Annexure-I: Forms 6.1.1 Form I: Letter Comprising the Response for Pre- Qualification	Bidder suggests that this provision be revised as under: 11. I/ We further certify that to the best of our knowledge no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees , which may adversely affect our performance of obligations under the engagement resulting from this RFQ.	No change in the clause
136	Page 31 Clause 14 6.1 Annexure-I: Forms 6.1.1 Form I: Letter Comprising the Response for Pre- Qualification	Bidder suggests that this provision be revised as under: 14. I/ We, hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the DGCA in connection with the selection of Respondent, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.	No change in the clause
137	Page 31 Clause 16  6.1 Annexure-I: Forms 6.1.1 Form I: Letter Comprising the Response for Pre- Qualification	Bidder suggests that this provision be revised as under:  16. I/ We agree and undertake to abide by all the terms and conditions of the RFQ Document read with the suggestions and comments as contained in our response.	No change in the clause

138	General – Legal Suggestions	<p>Validity of Proposal This proposal will remain valid for acceptance for a period of ....weeks from the proposal date.</p> <p><b>Language for Communication</b> The official language for communication on this assignment will be English. Further, all deliverable documents will be in the English language.</p> <p><b>Letter of Acceptance</b> As the first step for the assignment, the BUYER will issue Bidder a Letter of Acceptance. This letter will refer to proposal and confirm its acceptance. Initial payment, by cheque or draft drawn on a branch at the location of Bidder’s branch submitting the proposal, must accompany the Letter of Acceptance.</p> <p><b>Lead Time</b> Bidder will commence work within ..... weeks of receiving the requisite advance payment.</p>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders
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139	General – Legal Suggestions	<p>Execution Infrastructure</p> <p>The BUYER will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include:</p> <ul style="list-style-type: none"> <li>i. Office space;</li> <li>ii. Hardware and software;</li> <li>iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs;</li> <li>iv. Office stationery and consumable;</li> <li>v. Secretarial assistance, if necessary at site;</li> <li>vi. Telephone, e-mail and fax facilities at site;</li> <li>vii. Photocopying assistance;</li> <li>viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided).</li> </ul> <p>The above-mentioned infrastructure will be required for work to be carried out at the site of BUYER during regular working hours. BUYER shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.</p>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders
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140	General – Legal Suggestions	<p>Co-ordination</p> <p>BUYER will provide timely clarifications and feedback sought by Bidder’s Consultants during the period of this assignment. BUYER will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various BUYER Personnel and provide local assistance to Bidder’s Consultants. The Project Co-ordinator will have necessary authorization from BUYER to take decisions and give timely approvals as per the need of the project.</p> <p><b>Assistance</b></p> <p>The BUYER will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the BUYER, before the service is undertaken by Bidder.</p> <p>Necessary and sufficient time will have to be spent by Users in BUYER with Bidder personnel during this stage of the assignment.</p> <p><b>Methodology, Tools and Techniques</b></p> <p>Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the BUYER will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.</p>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders
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141	General – Legal Suggestions	<p>Deliverables The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.</p> <p><b>Acceptance of Deliverables</b> BUYER will carry out acceptance of deliverables <b>(for the deliverables which are subject to acceptance procedure)</b> as per the schedule presented in the accompanying Technical Proposal.</p> <p>The application software (if any) will be delivered/installed for acceptance to BUYER as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUYER. BUYER 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 BUYER. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by BUYER, 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. BUYER will confirm acceptance in writing to Bidder. The BUYER 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 BUYER if the BUYER (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>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 Procedure will be dealt with separately.</p>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders
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142	General – Legal Suggestions	<p>Change Management Procedure</p> <p>☒</p> <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 BUYER 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 BUYER for its approval within a reasonable time period. Bidder will incorporate the change after receiving the BUYER's written approval. In case of delay in approval by the BUYER, 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 BUYER. These will be evaluated jointly by the BUYER and Bidder and will be provided by the BUYER at no cost to Bidder.</p>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders
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143	General – Legal Suggestions	<p>Payment of Invoices/Bills</p> <p>All invoices and bills for the Application Software will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation. All payments are to be made by demand draft/cheque favouring TATA CONSULTANCY SERVICES LIMITED. All payments 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 BUYER and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</p> <p>All fees payable to Bidder are exclusive of any sales, use, value added tax, service taxes or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, BUYER shall be responsible to pay or reimburse Bidder the amount of such taxes. 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 BUYER. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</p> <p><b>Reimbursement of Tax/Levy</b></p> <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>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders
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144	General – Legal Suggestions	<p>Intellectual property rights:</p> <p>All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder 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 the BUYER shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of the BUYER the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder.</p> <p>Similarly 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 BUYER shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</p>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders
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145	General – Legal Suggestions	<p>Warranty</p> <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 BUYER or three (3) months after the delivery of the software, whichever is earlier.</p> <p>BUYER 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 BUYER. 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 Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the BUYER without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by BUYER in connection with the preparation of the deliverable.</p> <p>In case of breach of this warranty, BUYER's 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 BUYER if already paid by the BUYER.</p> <p>EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO BUYER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.</p>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders
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146	General – Legal Suggestions	<p><b>Additional Support and Services</b></p> <p>In case the BUYER requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.</p> <p><b>Travel and Related Expenses</b></p> <p>Should the assignment require any travel by any Bidder expert outside their respective base location(s), the BUYER will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.</p> <p><b>Cost Escalation ☒</b></p> <p>Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the BUYER, non-availability of facilities at the BUYER, increase in the scope of the agreed Change-Requirements or increase in the BUYER’s Implementation support requirements etc., Bidder will bring this to the attention of the BUYER. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.</p>	<p>Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders</p>
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147	General – Legal Suggestions	<p>Confidentiality</p> <p>Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the right to use information contained in the data if it:</p> <p>Is obtained from another source without restriction.</p> <p>Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;</p> <p>becomes generally known to the public without violation of this Proposal;</p> <p>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;</p> <p>is required to be provided under any law, or process of law duly executed.</p>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders
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148	<p>General – Legal Suggestions</p>	<p>Non-employment  The BUYER will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom.</p> <p><b>Liability</b>  Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the BUYER or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER. Such failures or delays shall be brought to the notice of the BUYER and subject to mutual agreement with the BUYER, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the BUYER for additional costs incurred in connection with correction or remedy as above at time &amp; material rate card as agreed upon between the parties.</p> <p>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</p> <p>The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount paid to Bidder by the BUYER under that applicable work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.</p>	<p>Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders</p>
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149	General – Legal Suggestions	<p>General Indemnity  The BUYER will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the BUYER by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.</p> <p>Indemnity for infringement of intellectual property rights  The BUYER warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney’s fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</p> <p>Force Majeure  Except to the extent otherwise provided herein, no liability shall result to other Party from delay in performance of from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labour trouble but each of the hereto shall be diligent in attempting to remove such cause or causes. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party. However Bidder shall be entitled to receive payments for all services rendered by it under this Assignment.</p>	<p>Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders</p>
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150	General – Legal Suggestions	<p>Arbitration</p> <p>In the event of a dispute or difference of any nature whatsoever between Bidder and the BUYER during the course of the assignment arising as a result of this proposal, the same will 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 BUYER will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out in xxxx. All proceedings shall be conducted in the English language. Each party shall bear its own cost of Arbitration unless awarded otherwise by the Arbitrator.</p>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders
151	General – Legal Suggestions	<p>Governing law: This proposal shall be governed by and construed in accordance with Laws of India and the parties submit to the exclusive jurisdiction of the courts in xxxx.</p> <p><b>Termination</b> The Agreement resulting from this proposal may be terminated: by either party by giving the other party not less than ninety (90) days written notice of termination; forthwith if either party commits any material breach of any term of this contract and which in the case of a breach capable of being remedied shall not have been remedied within thirty (30) working days of written notice to remedy the same; forthwith by either party if the other party shall convene a meeting of its creditors or if a proposal is made for a declaration as insolvent or a proposal for any other composition scheme or arrangement (or assignment for the benefit of its creditors), or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business assets of the other party or if an order is made or a resolution is passed for the purpose of the winding-up of the other party or for the making of an administration order (otherwise than for the purpose of amalgamation or reconstruction); by either party pursuant to Force Majeure. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination. In the event of this assignment being terminated, the BUYER shall be liable to make payments of all the amount due under this assignment for which services have been rendered by Bidder's Consultant's. Forthwith on the expiry or earlier termination of this agreement, each party shall, return to the other party all documents and materials, belonging to the other party with regard to this assignment, or shall at the option of the disclosing party destroy all documents or materials in connection with this assignment.</p>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders

152	<p>General – Legal Suggestions</p>	<p><b>Notices</b></p> <p>All notices, requests, demands and other communications under this proposal or in connection herewith shall be given to or made upon the respective parties as follows –</p> <p>Bidder: Tata Consultancy Services Limited,  TCS House, Raveline Street,  Fort, Mumbai 400 001.</p> <p>With a copy to: Deputy General Counsel  Tata Consultancy Services Limited,  TCS House, Raveline Street,  Fort, Mumbai 400 001.</p> <p>BUYER: (pl. fill up the Address).  or to such other person or addresses as any of the Parties shall have notified to the others.</p> <p>All notices, requests, demands and other communications given or made in accordance with the provisions of this proposal shall be in writing by letter, fax, email or telegram.</p> <p><b>Waiver</b></p> <p>No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.</p>	<p>Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders</p>
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153	General – Legal Suggestions	<p>Assignment</p> <p>Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party</p> <p><b>Nonexclusively</b> Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.</p> <p><b>Independent Relationship</b> This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.</p> <p><b>Modification</b> This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.</p> <p><b>Publicity</b> Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.</p>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders
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154	General – Legal Suggestions	<p>Entire Understanding This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.</p> <p><b>Tata Code of Conduct:</b> The business activities of the Bidder are self-regulated by the “Tata Code of Conduct”. The BUYER undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received.</p> <p><b>Survival</b> The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.</p>	Not relevant at the stage of RFQ. This can be raised, if relevant once the RFP is issued to the short-listed bidders
155	1.2 page 7	Pls clarify whether all the Directorates / Divisions / Regional Offices / Sub Regional Offices are part of scope of work in this RFQ. Where will be Data Centre & Disaster Recovery site will be located Is DGCA is looking for centralized architecture	Yes, all the Directorates / Divisions / Regional Offices / Sub Regional Offices are part of scope of work in this RFQ. The DC will be located in Delhi and the DR shall be either that of NIC or any SDC
156	1.4 Page 8 Scope of Services	Pls clarify technology used in examination module developed by NIC	The details shall be provided in the RFP
157	1.4.1.2 Application Solution Components	Is DGCA is also looking for product based solutions for their Finance / HR / Admin modules	The details shall be provided in the RFP

158	1.4.1.3 page 9 Infrastructure Solution	Pls clarify if NIC is going to provide the connectivity Directorates / Divisions /Regional Offices / Sub Regional Offices	The connectivity between the DGCA HQ, Ros and SROs will have to be provided by the SP. Details will be provided in the RFP.
159	1.4.1.5 page 11 Payment Model	Pls clarify whether cost of IT infrastructure will be paid on installation / acceptance and only operation & maintenance will be paid half yearly.	No change in the clause



160	3.1 Pg 25	The Bidder request DGCA to revise the clause as "The Respondent must have been assessed and certified for CMMi4 <b>Level 5</b> or above either in Development or IT Services. The certificate should be valid at the date of submission of the bid"	No Change in the clause
161	6.1.3 Form III: Financial Details of the organisation	Bidder request that in case all details are provided from Audited certified financial statements, hence bidder may submit a certificate from authorised singatory/CA firm supported by extract from audited financial statement in the RFQ response	No Change in the clause
162	1.4.1.3 Pt 1 Pg 9	The Bidder request DGCA to consider hosting of DC/DR at 100% commercial run Tier III Data Centre for the eGCA project	DGCA has taken the decision to host the servers at NIC DC.
163	1.4.1.4 Pg 10	Bidder request DGCA to kindly clarify the volume of Data for Migration and Historical Data for Digitization.	The details shall be provided in the RFP
164	1.4.1.4 Pg 10	Bidder request DGCA to kindly clarify the quality of historical data to be used for digitization	The details shall be provided in the RFP
165	1.4/1.4.1/1.4.1.5 Payment Model	Bidder request DGCA to clarify if the payment model includes transaction based pricing also.. If yes, is there any minimum committed level?  Bidder would also like to request DGCA that the payment terms take into consideration the substantial intial investment by SI in Infra/Capex.	No chane in the clause
166	1.4.1.5 Payment Model Pg 11	Bidder request DGCA to kindly revise the balance payment as "...and the balance payments will be made at <b>Quarterly</b> instalments during the operations and maintenance based on the Service Level Agreement (SLA)."	No change in the clause
167	6.1.6 Form VI: Power of Attorney for signing of application	Bidder request that Authorised signatory already holds a valid power of attorney (authorised by board) for signing on behalf of the company, hence this requirement can be done away with	Clause is clear, no change. A general power of attorney indicating the signatory as an authorized signatory of the organization will be acceptable.
168	1.5.6 Pg 12	Bidder request DGCA to kindly consider the standard Legal Terms & Conditions as drafted in the DeiTy Model RFP for selection of SI for eGovernance Projects as prepared by DeiTy  A copy of suggestive clauses have been attached with this excel sheet for your ready reference.	This is not relevant to the RFQ.