

No. Z-11025/08/2019-OE-III

Government of India
Ministry of External Affairs

Akbar Bhawan, New Delhi,

Dated the 7^h July, 2020.

Subject: - Extension of last date of Bid Submission for eMigrate project

It is to inform all that the last date for submission of the bid for the project has been extended to 20-July-2020 till 5pm. The bid opening is scheduled at 21-July-2020 at 11am.

Pramil
7/7/20

(Pramil Gupta)

Director OE-III

No. Z-11025/08/2019-OE-III


Government of India
Ministry of External Affairs

Akbar Bhawan, New Delhi,

Dated the 6th July, 2020.

Subject: - Corrigendum and response to pre-bid queries for eMigrate v2 project

Please find the revised RFP clauses and the response to the queries received from the bidders as enclosed.


7/7
(Pramil Gupta)
Director OE-III

Corrigendum Sheet -

S.no.	Existing clause in RFP	Revised clause
1.	Sec 5.4.4 (4) Performance The system is expected to be designed to ensure high performance and compliant to the defined service levels. Performance considerations are paramount as poor performance of the eMigrate application would directly impact the end user experience. If the system performance degrades at immigration counters the queue time for the citizens would increase exponentially.	The system is expected to be designed to ensure high performance and compliant to the defined service levels. Performance considerations are paramount as poor performance of the eMigrate application would directly impact the end user experience.
2.	SLM1 in RFP Volume 1 Clause 10 (iv) Non- availability of even one of the agreed services at an immigration counter would amount to no service available for the purpose of this SLA and thus breach	This clause stands withdrawn.
3.	Volume 1 5.4.7, Security Requirement, 1.1 Restricted areas of the application should be accessible only from machines that have a valid digital certificate installed or from machines that are on internal WAN. Digital certificate-based VPN connectivity should be implemented.	Restricted areas of the application should be accessible only (i) from machines that have a valid digital certificate installed for the users requiring DSC or (ii) from machines that are on internal WAN and SDWAN for the users on internal network. (iii) or for machines on internet for registered users through VPN who are required to connect to application on intranet.
4.	Volume 1 5.4.7, Security Requirement, Application Level Security, 2.1.1 System should prompt the user to provide username/password to access restricted areas of the application	System should prompt the registered user to provide username and password to access restricted areas of the application or for users requiring DSC, system should prompt the username and DSC password.
5.	Volume 1 5.4.9(ii), Email Services, Functional Specification. (around 10 functional mailbox accounts with minimum mailbox size of 50 MBs)	Around 10 functional mailbox accounts with mailbox size of 50 MBs
6.	7.3(ii)(5) SP shall conduct the following trainings for various stakeholders such as PoE users, PGE users, IM users as per requirement through various formats such as CBTs and webinars.	SP shall conduct the trainings for various stakeholders mentioned above through various formats such as CBTs and webinars to be arranged by SP.

7.	<p>Sec 5.6(vi) under 'Scoring' Table at point 3 Past Experience in e-Governance Project (10 years)</p> <p>5 or more e-Governance projects worth at least Rs. 100 Crores out of which at least 3 has been completed and 2 or more are in progress --- 4 Marks</p> <p>4 e-Governance Projects worth Rs. 100 crores each out of which at least 2 has been completed and 2 is in progress --- 3 Marks</p> <p>3 e-Governance Projects worth Rs. 100 Crores each out of which at least 2 has been completed and 1 is in progress---- 2 Marks</p> <p>2 e-Governance Projects worth Rs. 100 Crores each out of which at least 1 has been completed and 1 is in progress--- 1 Marks</p> <p>Less than 2 e-Governance Project completed worth Rs. 100 crores--- 0 Marks</p>	<p>Past Experience in e-Governance Project (10 years)</p> <p>5 or more e-Governance projects worth at least Rs. 50 Crores out of which at least 3 has been completed and 2 or more are in progress --- 4 Marks</p> <p>4 e-Governance Projects worth Rs. 50 crores each out of which at least 2 has been completed and 2 is in progress --- 3 Marks</p> <p>3 e-Governance Projects worth Rs. 50 Crores each out of which at least 2 has been completed and 1 is in progress---- 2 Marks</p> <p>2 e-Governance Projects worth Rs. 50 Crores each out of which at least 1 has been completed and 1 is in progress--- 1 Marks</p> <p>Less than 2 e-Governance Project completed worth Rs. 50 crores--- 0 Marks</p>
8.	<p>Sec 3.3(v) Volume 2 Payment for all other elements including Opex for the emigrate solution and remaining 25% of the cost elements referred above will be made in equal quarterly instalments (EQI) over the eight years operation and maintenance period at the end of every quarter after the project Go-Live date.</p>	<p>The clause is corrected and may be read as below - Payment for all other elements including Opex for the emigrate solution and remaining 50% of the cost elements referred above will be made in equal quarterly instalments (EQI) over the eight years operation and maintenance period at the end of every quarter after the project Go-Live date</p>
9.	<p>Sec3.2 (i) Volume 1 MEA shall have the right to levy penalty on SP of Rs. 2 lakh per week of delay in the milestones marked with (*) in the above table.</p>	<p>MEA shall have the right to levy penalty on SP of Rs. 2 lakh per week of delay attributable to SP, in the milestones marked with (*) in the above table.</p>
10.	<p>11 Acceptance Testing, Audit & Certification, Page-78 A 3rd Party Audit Agency (3PAA) shall be appointed by MEA to review all aspects of the project and certify compliance with RFP before the system is rolled out and declared "Go-Live". In General, for all</p>	<p>A 3rd Party Audit Agency (3PAA) shall be appointed by MEA to review all aspects of the project and certify compliance with RFP before the system is rolled out and declared "Go-Live". In General, for all projects of Government of India, "M/s. STQC" had been the official third-party audit agency.</p>

	projects of Government of India, "M/s. STQC" had been the official third-party audit agency. The same process shall be followed in this version also. The 3PAA should be a CERT-IN empaneled vendor	
11.	Volume2, Section 3.5 Exit Management Detailed provisions shall be made in the contract agreement to manage the exit of the IA from the project on maturity of the contract or due to premature termination of contract	Detailed provisions shall be made in the contract agreement to manage the exit of the SP from the project on maturity of the contract or due to premature termination of contract
12.	Volume 1, Section 1.5 Implementation Model Implementation agency shall procure and install hardware, develop and deploy software and maintain the entire system for a period of eight years from the date of the system "Go-Live"	SP shall procure and install hardware, system software, develop and deploy the application software and maintain the entire system for a period of eight years from the date of the system "Go-Live".
13.	Clause 1(ii) in Sec 10 in RFP Volume 1 (ii) If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.	(ii) If service level for any of the first two metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke additional penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.
14.	Clause under 'Standards' in Sec 9 of RFP Volume 1 – TIA 942 (Tier III) minimum	TIA 942 (Tier II) minimum
15.	Section 6.19/(xii) of RFP Volume 1- Users should be able to customize reports on demand and shall support filtering, searching and sorting within a report. Desktop version should allow RAs to sync as per that report.	Users should be able to customize reports on demand and shall support filtering, searching and sorting within a report.
16.	Volume 1 Section No. 5.4.5 Network requirement Page No. 25 – 3. The immigration and Passport system shall be connected through	3. The immigration and Passport system shall be connected through MPLS connectivity.

	dedicated point-to-point connectivity	
17.	<p>Clause 10 of RFP Volume 1, page 74 –</p> <p>SLM3 - Average turnaround and page loading (this includes home page) time for transactions on eMigrate application (with a ping interval of 5 minutes)</p> <p>Expected Service Level -</p> <p><= 2 seconds Score - 10%</p> <p>>2 seconds – <=3 seconds Score: +6%</p> <p>> 3 seconds - Breach</p> <p>Also, Point (ii) under Measurement method is revised as follows -</p> <p>Measured over a leased circuit or equivalent of 256 Kbps</p>	<p>SLM3 - Average turnaround and page loading (this includes home page) time for transactions on eMigrate application (with a ping interval of 5 minutes)</p> <p>Expected Service Level -</p> <p><= 2 seconds Score - 10%</p> <p>>2 seconds – <=3 seconds Score: +6%</p> <p>> 3 seconds - Breach</p> <p>Also, Point (ii) under Measurement method is revised as follows -</p> <p>Measured over a leased circuit or equivalent of 256 Kbps</p>
18.	<p>Clause 10 of RFP Volume 1, page 75</p> <p>SLM4</p> <p>(ii) Measured over a leased circuit or equivalent of 2 Mbps with a test document payload of 8 MB.</p>	<p>(ii) Measured over a leased circuit or equivalent of 256 Kbps with a test document payload of 1 MB.</p>
19.	<p>Volume 1 Section No. 13 Strategic Control Requirements Page No. 80</p> <p>3. No change to the application shall be affected by the SP unless the process defined at (b) above is adhered to.</p>	<p>3. No change to the application shall be affected by the SP unless the process defined at (2) above is adhered to.</p>
20.	<p>Volume 2 Section No. 5.6 Opening and Evaluation of Technical Proposals Page No. 32</p> <p>Project Implementation Plan - 17 marks</p> <p>The proposed plan must constitute but not be limited to the following points: 2 marks</p> <ul style="list-style-type: none"> -Taking over from exiting IA & its timeline -Timeline for procurement & establishment of infrastructure (IT & Non-IT) -Timeline for deployment of overall solution & readiness for service delivery <p>Manpower Deployment Process: Number of Members exclusively deployed for this project - 5 marks</p> <p>Experience of this manpower, their qualification- 5 Marks</p> <ul style="list-style-type: none"> - Certification & strength of this manpower relevant to this project- 5 Marks 	<p>Project Implementation Plan - 17 marks</p> <p>The proposed plan must constitute but not be limited to the following points: 2 marks</p> <ul style="list-style-type: none"> -Taking over from exiting IA & its timeline -Timeline for procurement & establishment of infrastructure (IT & Non-IT) -Timeline for deployment of overall solution & readiness for service delivery <p>Manpower Deployed exclusively for this project</p> <ul style="list-style-type: none"> - Experience of this manpower, their qualification- 10 Marks - Certification & strength of this manpower relevant to this project- 5 Marks

21.	<p>Volume 2 Section No. 5.6 Opening and Evaluation of Technical Proposals Page No. 32-33</p> <p>9 Data Centre Management Experience, NOC, SOC</p> <p>- Owned and Managed Data Centre & Disaster Recovery, NOC – 4 marks</p> <p>-Managed own DC but DR hosted at 3rd Party – 3 marks</p>	<p>9 Data Centre Management Experience, NOC, SOC</p> <p>Experience in projects having Data Center and Disaster recovery centers - on prem/ co-located basis (1 mark per project) – Maximum marks 4 Marks.</p>
22.	<p>Volume 3 SCHEDULE VI TERMS OF PAYMENT SCHEDULE Page No. 58</p> <p>e. Payment for all other cost elements including O&M for eMigrate Solution and remaining 50% of the cost elements cited in the clause above will be made in equal quarterly instalments (EQI) over the eight years of Operation and Maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in twenty equal parts, without any interest or compounding or discounting.</p>	<p>e. Payment for all other cost elements including O&M for eMigrate Solution and remaining 50% of the cost elements cited in the clause above will be made in equal quarterly instalments (EQI) over the eight years of Operation and Maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in thirty-two equal parts, without any interest or compounding or discounting.</p>
23.	<p>6.20 Document Management Service of RFP Volume 1- Page no.14</p> <p>(i) System should have an interface with the scanning software, and other modules of the eMigrate application.</p>	<p>Requirement related to having interface with scanning software is withdrawn.</p>
24.	<p>Section 7.4.2.8 of RFP Volume 1-</p> <p>(iv) For running all services at DC, the attachment uploading with EC application approval shall not be required</p>	<p>The phrase stands withdrawn.</p>

Volume 4

eMigrate Project
July 2020
Request for Proposal
Volume 4
Pre-bid Query responses

GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS



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Name of the Organization	S.No.	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder	Response
Amazon Internet Services Private Limited	AISP1	S.No.1, Pg 72 Vol 1 Data Centre Design TIA 942 (Tier III) minimum In case of Cloud, the offer should be from any of the Government empaneled Cloud Service providers under the guidelines of MEITY as on date of submission of the bid	Certification's to establish Meity empanellment and STQC Audited CSPs for participation.	Suggested Clause (In addition of the existing clause): The Service Provider (SP) shall provide the following letter's from the Cloud Service Provider (CSPs) : 1.) Meity Empanelment Letter. 2.) Letter of Support in favor of the Strategic Partner. "Any Change in Solution/Technology/CSP etc. post submission of credential of a particular Solution/Technology/CSP etc. by the Bidder may lead to disqualification and cancellation of the contract."	It is bidders responsibility to check the credentials of the CSP in case they offer their solution through cloud. Post implementation the solution including the application developed, hardware and system software shall be audited by the Division through 3rd party audit agency.
	AISP2	S. no 2 Pg 12 Vol 2 2.13 General Guidelines for bid opening	General 'Protect from any changes to solution & delivery, post evaluation and award of contract.' In order to avoid any deviation related to the solution proposed vis-à-vis actual implementation undertaken by the Service Provider (SP); this clause is a standard practise to ensure that the Service Provider (SP) implements the exact solution as proposed and evaluated by MEA.	Suggested Clause (In addition of the existing clause): "Any Change in Solution/Technology/CSP etc. post submission of credential of a particular Solution/Technology/CSP etc. by the Service Provider (SP) may lead to disqualification and cancellation of the contract.'	Any such change may be undertaken by the SP after prior approval of the Division and by meeting all RFP requirements, for any reason acceptable to the Division

AISP3	<p>S.no 3 Pg 14 Vol 1</p> <p>3.6. Setting up of Data Center & Disaster Recovery Center</p> <p>SP shall be responsible for hosting the new core application software along and the related IT Infrastructure in a collocated facility along with a disaster recovery site, either at a cloud service providers data center or any other DC/ DR setup adhering to the best practices of Tier-2 and above norms of TIA 942 guidelines for setting up DC and DRC. Space for housing the data center and disaster recovery center shall need to be procured/ leased by the SP.</p>	<p>The requirement is to provide the Business Continuity in case of any disruptions / disaster to the Primary Data Center within the specified RPO / RTO timelines.</p> <p>Different CSPs provide the Disaster Recovery / Business Continuity through different architectures. The Disaster Recovery architecture may be left to the Service Provider (SP) to meet MEA requirement of having a fully functional DR in case of disruption to the Primary DC and provide consistent user experience. Applications can also be architected for near-zero RPO and RTO that can be achieved through synchronous replication of data across the primary and secondary sites.</p>	<p>Suggested Clause (In addition of the existing clause):</p> <ul style="list-style-type: none"> - At Disaster Recovery site 100% of total environment (100% of Production environment) is required. The application environment shall be installed and ready for use without any additional software and Database license cost implication to MEA. <p>The Primary DC-Cloud and the DR-Cloud should be in different physical locations. At Disaster Recovery site the application environment shall be installed and ready for use without any additional software and Database license cost implication on DAC&FW. During any outage including deletion of data, DRC will become the primary site (DC) and RTO of 30 minutes and RPO of 15 mins shall be applicable. All the SLAs shall continue to be applied and measured.</p>	<p>Regarding the sizing of the DR site and replication requirements, please refer to the Sec 7.4.2.8 (iv) of RFP Volume 1.</p>
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AISP4	S.no 4 Pg 14 Vol 1 3.7. Procurement, Installation, Configuration & Commissioning of Server Side & other Hardware It must be noted that all system hardware and software would have to be owned by the division.	In case of Cloud based deployments, Service Provider (SP) will provision compute resources in CSP account. At the termination of project, Service Provider (SP) should hand over the CSP account ownership to customer.	Suggested Clause: Transfer the Software including source code, hardware/CSP account ownership to MEA on expiry or early Termination, in accordance with the provisions hereof;	Please refer to the clause at Sec 6.6 (iv) of RFP Volume 2 which implies that the goods supplied under the contract are new, unused, of the most recent version /models and shall incorporate all improvements in design and materials, as and when they become commercially available, unless provided otherwise in the contract. At the time of exit the SP shall require to handover all the hardware/software etc to the Division. It is reiterated here that all the hardware/software shall be owned by the Division which means that all licenses etc. are also owned by the Division.
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AISP5	<p>S.No. 5 Pg 53 Vol 3</p> <p>3.4 Audit Rights</p> <p>a. The Project Director, MEA shall have the right to audit and inspect suppliers, agents and third party facilities, data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:</p> <p>i. The security, integrity and availability of all PROJECT data processed, held or conveyed by the Service Provider on behalf of MEA and documentation</p>	<p>Cloud services are offered to multiple customers and as per MeitY's cloud procurement guidelines, annual audits are carried out by STQC.</p> <p>The features being requested are all demonstrable from the online console.</p>	<p>Suggested Clause (In addition of the existing clause):</p> <p>(v) In case of Cloud, Cloud service Provider, the CSP should demonstrate the key features (hyper-scale, high availability, security, Self-Provisioning Tools, Rapid Provisioning, Resource Discovery, Audit Trail & Configuration History. Cloud Monitoring Services, Service Health Dashboard, Automated Security Assessment Services, Cloud Security Services, CDN,..) of their services through the online administrative console.</p>	<p>The 3rd party audit shall be undertaken through a 3rd party audit agency appointed by the Division for all hardware, software, licenses or all other project related artifact like project documentation etc.</p>
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AISP6	<p>S.No. 7 Pg. 17 Vol 2 4.4 Technical Proposal</p> <p>(x) Certification from Cloud Service Provider(CSP) in case of Cloud</p>	<p>Certification's to establish Meity empanellment and STQC Audited CSPs for participation.</p>	<p>Suggested Clause (In addition of the existing clause):</p> <p>(x) Incase of Cloud, following certificates from the Cloud Service Provider needs to be submitted by the Service provider /bidder:</p> <p>(a) . The Service Provider (SP) shall provide the following letter's from the Cloud Service Provider (CSPs) : 1.) Meity Empanelment Letter with confirmation of STQC audit. 2.) Letter of Support/ Authorization Letter in favor of the Service Provider / bidder.</p> <p>(b) Relevant Certification/self-declaration from the Authorized signatory of the CSP on their letterhead to confirm at least Tier III standard, certified under TIA 942 or Uptime Institute certifications</p>	<p>No such clause exists in the RFP document.</p>	
Appdynamics_APM	AD1	<p>Section 7.5 Pg No 67</p>	<p>Implementation of SLA monitoring system.SP shall design and implement an SLA measurement & reporting system to measure and report performance of the eMigrate solution against the service levels specified in section 11 of RFP Volume 1. (ii) The system shall also allow calculation of quarterly payments to SP and any rewards and penalties as specified by MEA. (iii) The SLA measurement & reporting system shall be reviewed and certified by a third-party audit agency before project go- live and start of operations. MEA officials and PMG personnel shall be provided real- time access to the system. Additionally, other MEA designated personnel should be provided administrative privileges to the system as per the agreed role assigned for them. (iv) Whenever monitoring of services of core application services are required, services which are figuring in top 20 , shall be monitored at all ties, in terms of usage</p>	<p>Keeping in view the scale and complexity of the project and strigent SLA guidelines mentioned in RFP document w.r.t to SLA monitoring / performance of Application please clarify whether a standard Application Performance Management platform is required to track performance issues and transaction failures. Having a standard APM tool will facilitate comprehensive application performance visibility assuring seamless service dellivery and SLA adherence. Please clarify.</p>	<p>SP can choose to develop the tool itself and design it according to the requirement of the SLAs and implement it or SP can choose to use any standard APM platform and then design it to the requirement of SLA monitoring and implement it as part of the eMigrate solution.</p>

AD2	Section 7.5 Pg No 67	Same as above.	Please clarify whether the monitoring tool required to monitor the application performance and availability related metrics for SLA by SP should be perpetual in nature or subscription license model. Given its large mission mode project nature and software support required for 8 years, perpetual license is the best fit.	Please refer to Sec 3.7 of Vol 1 which states that "It must be noted that all system hardware and software would have to be owned by the division. " which implies that all licenses should be perpetual.
AD3	Section 5.4.4 Pg 24 under Architectural Requirements Point no 4 "Performance"	The system is expected to be designed to ensure high performance and compliant to the defined service levels. Performance considerations are paramount as poor performance of the eMigrate application would directly impact the end user experience. If the system performance degrades at immigration counters the queue time for the citizens would increase exponentially. Hence, it is essential that the application should be responsive to meet the expectation of various stakeholders,	To facilitate high standard user experience assurance, visibility into performance bottlenecks across application landscape is required, which requires robust application performance platform to track and monitor user experience. Please clarify whether an APM platform is required to track user experience to maintain acceptable performance?	To meet the SLA requirements, SP shall choose the required tools including any performance monitoring platform. The clause is also revised and shall be as follows - The system is expected to be designed to ensure high performance and compliant to the defined service levels. Performance considerations are paramount as poor performance of the eMigrate application would directly impact the end user experience. The clause is revised considering that eMigrate application is not available
AD4	Section 10 , Pg no 73	Service Level Agreement	Please clarify : To monitor these SLA's , APM (Application Performance Tool) are required to check the average document upload time for transactions , page loading time , resolution of software defects , Availability of all eMigrate services over both Internet and Intranet (needed with a ping interval of 10 seconds). This is one of the critical components from overall performance related concerns of application for PMU and also required to monitor the application performance , so APM tool becomes utmost crucial for e- Migrate project and since its QCBS bid . Its not clearly stated in RFP.	Please refer to the response given at AD3.
AD5	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Keeping in view the scale and complexity of the project and stringent SLA guidelines mentioned in RFP document w.r.t to SLA monitoring / performance of Application please clarify whether a standard Application Performance Management platform is required to track performance issues and transaction failures. Having a standard APM tool will facilitate comprehensive application performance visibility assuring seamless service delivery and SLA adherence. Please clarify.	Please refer to the response given at AD3.

AD6	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement to perform auto-discovery and provide performance visibility into all transactions processed by an application and its related components? This will facilitate real time tracking of application and transaction health.	Please refer to the response given at AD3.
AD7	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement to proactively detect application performance issues and minimize transaction failures?	Please refer to the response given at AD3.
AD8	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement to have code-level visibility to facilitate tracking bottlenecks into the application performance and help in code optimization?	Please refer to the response given at AD3.
AD9	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement to populate real-time application landscape map of requests across its topology to detect dependencies among various tiers and components along with performance?	Please refer to the response given at AD3.
AD10	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement to automatically learn all the application traffic patterns and baseline them. And whenever any deviation are detected within these patterns, it should be able to alert the operations team. This will facilitate proactive monitoring.	Please refer to the response given at AD3.
AD11	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement for setting up auto-thresholding of all the application performance metrics/KPIs in the monitored environment to facilitate proactive monitoring and actionable alerting.	Please refer to the response given at AD3.
AD12	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement to run synthetic scripts periodically to monitor availability and performance of critical services across 24*7 from defined locations?	Please refer to the response given at AD3.
AD13	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement to measure user experience for the set of users interacting with the application via Web-browser client?	Please refer to the response given at AD3.
AD14	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement to track user journey and set of activities performed by end user within an application session?	Please refer to the response given at AD3.
AD15	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement to have full visibility into all the activities of web application users across all devices, browsers and geographic locations to facilitating in quick isolation of application problem areas?	Please refer to the response given at AD3.
AD16	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement to capture user experience of an end users using mobile application to interact with application landscape?	Please refer to the response given at AD3.

AD17	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement for providing full visibility of end to end user experience? This will facilitate quick identification of impacted users.	Please refer to the response given at AD3
AD18	Section 5.4.3 - Monitoring Services, Pg 23	Suitable monitoring services/tools shall be required to track performance issues and transactions failures	Is there a requirement to have an alerting mechanism which triggers automatic action facilitating into self-healing/auto-remediation of an application issues?	Please refer to the response given at AD3
AD19	Section 5.4.3 - Monitoring Services, Pg 23	The monitoring service would help in analyzing if the root cause of performance issues is in the monitored application, in connected back-end systems or at the network layer	Is there a requirement to have a single monitoring platform which provides contextual visibility across various layers of application like server/databases/middlewares/remote end-points etc?	Please refer to the response given at AD3
AD20	Section 5.4.3 - Monitoring Services, Pg 23	The monitoring service would help in analyzing if the root cause of performance issues is in the monitored application, in connected back-end systems or at the network layer	Is there a requirement to provide co-related monitoring across layers of an application in-order to quickly identify the issue facilitating into reduced MTTI and MTTR?	Please refer to the response given at AD3
AD21	Section 5.4.3 - Monitoring Services, Pg 23	The monitoring service would help in analyzing if the root cause of performance issues is in the monitored application, in connected back-end systems or at the network layer	Is there a requirement to have real-time details about top processes consuming most resources onto a infrastructure server facilitating in optimization of overall hardware performance in context with application health?	Please refer to the response given at AD3
AD22	Section 5.4.3 - Monitoring Services, Pg 23	The monitoring service would help in analyzing if the root cause of performance issues is in the monitored application, in connected back-end systems or at the network layer	Is there a requirement to discover the application dependencies among its components showcasing their individual performance KPIs facilitating in detection of problematic tiers within application landscape?	Please refer to the response given at AD3
AD23	Section 5.4.3 - Monitoring Services, Pg 23	The monitoring service would help in analyzing if the root cause of performance issues is in the monitored application, in connected back-end systems or at the network layer	Is there a requirement to have visibility into slow performing DB queries facilitating into identification of bottlenecks arising out of DB tier?	Please refer to the response given at AD3
AD24	Section 5.4.3 - Monitoring Services, Pg 23	The monitoring service would help in analyzing if the root cause of performance issues is in the monitored application, in connected back-end systems or at the network layer	Is there a requirement to monitor the performance KPIs and provide visibility of remote services like middleware MQ/http endpoints/rest calls etc. helping end to end monitoring?	Please refer to the response given at AD3
AD25	Section 5.4.3 - Monitoring Services, Pg 23	The monitoring service would help in analyzing if the root cause of performance issues is in the monitored application, in connected back-end systems or at the network layer	Is there a requirement to figure out impact of server infrastructure KPIs onto the overall performance of an application?	Please refer to the response given at AD3

AD26	Section 7.4.2.6 - Availability management, Pg 66	Performance tuning of the system to enhance system's performance and comply to SLAs on a continuous basis	Is there a requirement to set up alerting using auto-baselining mechanism which detects a problem the moment there is a deviation into the pattern of key application performance metrics/KPIs ensuring pro-active alerting to reduce the chance of missing an alert to meet SLAs?	Please refer to the response given at AD3
AD27	Section 7.4.2.6 - Availability management, Pg 66	Performance tuning of the system to enhance system's performance and comply to SLAs on a continuous basis	Is there a requirement to have performance visibility into JVM/CLR metrics facilitating fine-tuning of system parameters to achieve desirable apps performance?	Please refer to the response given at AD3
AD28	Section 7.4.2.6 - Availability management, Pg 66	Performance tuning of the system to enhance system's performance and comply to SLAs on a continuous basis	Is there a requirement to monitor application backend databases/servers/network KPIs giving a complete contextual visibility of monitored environment facilitating the fine-tuning of backend systems performance to comply with an overall SLA?	Please refer to the response given at AD3
AD29	Section 7.4.2.6 - Availability management, Pg 66	Performance tuning of the system to enhance system's performance and comply to SLAs on a continuous basis	Is there a requirement to monitor the URL availability and response time of application web pages in-order to comply with application availability and performance KPIs?	Please refer to the response given at AD3
AD30	Section 7.4.2.7 - Monitoring management, Pg 66	Preparation of monthly/weekly/daily dashboard on monitoring coverage	Is there a requirement to prepare customized dashboards showcasing the application performance KPIs facilitating a single screen view into overall application performance?	Bidders shall give the details about the Dashboard related mechanism in their proposal to meet the RFP requirement.
AD31	Section 7.4.2.7 - Monitoring management, Pg 66	Preparation of monthly/weekly/daily dashboard on monitoring coverage	Is there a requirement to generate automatic monthly/weekly/daily reports on application performance and key KPIs to be shared with stakeholder over email without any manual intervention?	Please refer to the response given at AD30
AD32	Section 7.4.2.7 - Monitoring management, Pg 66	Preparation of monthly/weekly/daily dashboard on monitoring coverage	Is there a requirement to create a dashboard which showcases the aggregated user experience pattern distribution over a period of time facilitating in gauging user experience of application?	Please refer to the response given at AD30
AD33	Section 7.4.2.7 - Monitoring management, Pg 66	Preparation of monthly/weekly/daily dashboard on monitoring coverage	Is there a requirement to create a dashboard which provides an information on total users hits, the devices and respective browser details used by them to visit the application to facilitate in-depth reporting of user experience?	Please refer to the response given at AD30

BLS International Services Limited	BLS1	Volume 2, Page No. 132 consortium and subcontracting	(i) No Consortium is allowed in this bid (ii) Hosting of core application software and related software can be done at a third-party facility. Subcontracting is not allowed on any other components of this project.	Considering the scope of services involved, we may request you to kindly allow the bidders to participate in consortium and sub-contracting	The suggestion is not considered.
Cisco	CISCO1	Volume-1 ,5.4.5 ,Page No. 25 /Network Requirement	Network Functional requirement - Additional Point	Request you to add " Data center Network should be 10/40/100 G Capable with the latest technologies" Suggestion - As existing infrastructure is running on 1 G and as we understand that the current traffic and transactions have been increased in the past and will be growing as well in future. So, network shall be designed in the manner which can cater current and future business growth".	Network requirement has been given in the RFP. SP shall require to decide the appropriate technology to fulfill the SLA requirements given in the RFP and scalability requirements wherever required to run the project for the given period mentioned in RFP.
	CISCO2	Volume-1 ,5.4.5 ,Page No. 25 /Network Requirement	Network Functional requirement - Additional Point	Kindly add this clause "Network should support IPv4 and IPv6 across LAN and WAN" Suggestion - As this is a big network which must be capable of running IPv4 and IPv6 simultaneously for the future scalability.	Please refer to the response given at CISCO1
	CISCO3	Volume-1 ,5.4.5 ,Page No. 25 /Network Requirement	Network Functional requirement - Additional Point	Kindly add the clause " LAN should have minimum 10/100/1000 G and capable of 10 G for future growth" Suggestion - As existing infrastructure is running on 1 G and as we understand that the current traffic and transactions have been increased in the past and will be growing as well in future. So, network shall be designed in the manner which can cater current and future business growth	Please refer to the response given at CISCO1
	CISCO4	Volume-1 ,5.4.5 ,Page No. 25 /Network Links & Bandwidth Requirements	17All POE Offices (13 locations)SDWAN2 Mbps	We understand that bidder has to propose SDWAN Routers solution to connect these POE locations with 2Mbps redundant Internet Links .Kindly confirm.	Please refer to the Sec 5.4.5 (1),(2) and (7) and following may be noted - (i) SP shall provide appropriate equipment for SDWAN connectivity to all 13 POE offices. Bidders shall quote the cost of providing these equipments as a single item under Network devices section in BOQ. (ii) The internet connectivity shall be arranged by the respective POE offices. (iii) VPN over internet shall work as

CISCO5	Volume-1 ,5.4.5 ,Page No. 25 /Network Requirement	Network Functional requirement - Additional Point	Kindly add this clause "Complete visibility of applications and infrastructure across the WAN by providing real-time information for failure correlation and application performance. Solution should support application visibility DPI, application reporting, marking, filtering, and policy" Suggestion - As network will be running multiple application across SDWAN to connect POE offices. So, we need to have the complete visibility of the network so as to tune the network performance based on the application requirement. Hence, request to add this clause	Only one application i.e. eMigrate shall be accessed by POE offices through SDWAN.
CISCO6	Volume-1 ,5.4.5 ,Page No. 25 /Network Requirement	Network Functional requirement - Additional Point	Kindly add this clause "Consistent services and manageability on physical devices and virtual overlays: Design should support Virtualization from one or more vendors. Consistency in terms of manageability, troubleshooting, and security must be present between different virtual networks and the physical network to help minimize the administrative efforts and eliminate errors." Suggestion - Network virtualization will help optimize the speed, reliability, and flexibility of the network. Hence, request to add this clause	Please refer to response given at CISCO1.
CISCO7	Volume-1 ,5.4.5 ,Page No. 25 /Network Requirement	Network Functional requirement - Additional Point	Kindly add this clause" Application Mobility : Solution must support to move services between locations and Datacenters." Suggestion - As DC and DRC will be running active-active so network should support application mobility across datacenters. Hence, request to add this clause	The SP shall plan for appropriate technology and solution to fulfill the RFP requirements for making services available through DC/DRC

CISCO8	Volume-1 ,5.4.4 ,Page No. 25 /Network Requirement	Network Functional requirement - Additional Point	<p>It is suggested that the DC Network Infrastructure should be a CLOS based automatic discovered architecture and to be centralised managed by a (Software Defined Network) SDN Controller outside of data and control plane. The architecture should support workload mobility anywhere in the DC catering various types of workload including Bare Metal , Virtual Machine or Container. The architecture should support deterministic Latency, all active links, integrate with best of breed L4 - L7 Physical and virtual appliances and should be a zero trust policy model for connected systems or hosts to help in protecting against any kind of attacks like unauthorised Access, Man-in-the-middle-attack, Replay Attack, Data Disclosure, Denial of Service.</p> <p>Suggestion - A non-blocking architecture would provide optimal utilisation of bandwidth within the DC with all active links. Centralized management would provide the automatic discovery, provisioning and policy implementation within the Datacenter. It is very important for the SDN controller to not participate in Data and Control plane to avoid any bottlenecks and prevent outage in case of controller failure. The DC would have all kinds of workloads - physical, virtual & containers, and this feature would enable to have consistent policy independent of the type of workload.</p>	Please refer to the response given at CISCO7
CISCO9	Volume-1 ,5.4.6 ,Page No. 26 /Server(s) Requirement	Server(s) Functional Requirement	<p>In addition to performance and scalability requirements of the project , it is highly recommended that the server infrastructure solution should include all aspects of high availability , redundancy & resiliency in terms of redundant connectivities of ethernet & storage traffic from each server and I/O slots of servers to be fully populated etc</p> <p>Suggestion - These redundancy and high availability features would ensure that there are no single point of failures in the server infrastructure solution and thus maintaining or exceeding SLAs requirements</p>	Please refer to the response given at CISCO7

CISCO10	Volume-1 ,5.4.6 ,Page No. 26 /Server(s) Requirement	Server(s) Functional Requirement	<p>It is highly recommended to include the converged architecture approach for server infrastructure solution where both ethernet and storage can be converged in to one while maintaining the protocol standards , QoS and minimum bandwidth requirements</p> <p>Suggestion - Converged infrastructure allows to deploy compute, networking and storage components in a single platform which in turn reduces costs,increases simplicity , delivers enhanced visibility (and with it, security) into the data centerso that more focus can be provided to to perform more complex tasks central to the business.</p>	Please refer to the response given at CISCO7
CISCO11	Volume-1 ,5.4.6 ,Page No. 26 /Server(s) Requirement	Server(s) Functional Requirement	<p>Its highly recommended to have a single pane of glass view management & monitoring for Servers , Storage, networking and Virtualization as part of overall Material Management Solution. The management solution should have analytical capability by using telemetry information so thats its able to proactively monitor& manage all form factors of standalone physical & virtual servers , hyperconverged systems, storage etc.</p> <p>Suggestion - Single pane of glass view management would provide ease of management, increased operational simplicity and reduction in overall downtime while upkeeping or exceeding SLAs reqyirement.</p> <p>Analytical capabilites through telemetary information would enable proactively reviewing of metadata to identify potential issues in Datacenter environments to prevent problems and improve system uptime in the future.</p>	Please refer to the response given at AD3
CISCO12	Volume-1 ,5.4.6 ,Page No. 26 /Server(s) Requirement	Server(s) Functional Requirement	<p>Its highly recommended that MEA to include or prefer deployment of Hyperconverged Systems (HCI) for some of the workloads which can provide a consolidated & factory integrated platform to include minimum compute , storage, virtualization & network requirements at these centers /kendas</p> <p>Suggestion - Single factory integrated platform like HCI will provide ease of faster deployments, optimized solution with maximum performance while mitigating the need to perform any tedious onsite integration between multiple discrete products at these kendras</p>	Please refer to the response given at AD3

CISCO13	Volume-1 ,7.4.2 ,Page No.65 /Operation and Management	7.4.2Infrastructure management	Its highly recommended that the Datacenters network and server , storage infrastructure Solution should support Single management and monitoring for multiple on-prem Datacenters with consistent policy across datacenter, cloud , DR etc Suggestion - A single pane of glass for all the DCs would provide consistent management, health monitoring, orchestration and policy configuration across DCs.	Please refer to the response given at AD3
CISCO14	Volume-1 ,5.4.4 ,Page No. 25 /Network Requirement	5.4.5 Network Requirement	Its highly recommended that the solution should assure network security policy & compliance and should be able to predict the impact of changes. Suggestion - From Day-2 operations prospective the solution should provide Network change impact prediction, Proactive network behaviour verification and Network policy and compliance assurance. This will help avoiding any outages due to configuration errors and inconsistent policy deployments so that there is maximum uptime and adherence to SLAs as desired in this project	Please refer to the response given at AD3
CISCO15	Volume-1 ,5.1 ,Page No. 15	5.1Solution Architecture	Detailed existing Data Center Architecture alongwith all applications environments (Ex. Application ,Devpolment , Production etc) are missing in the RFP. Kindly share the complete details. Suggestion - This will help to understand the existing DC infra to ensure right solution provisioning.	Hardware and Software BOM given in RFP Volume1 can be used by the bidders to understand the existing solution architecture.
CISCO16	Volume 1 5.4.7, Security Requirement, 1.1	Restricted areas of the application should be accessible only from machines that have a valid digital certificate installed or from machines that are on internal WAN. Digital certificate-based VPN connectivity should be implemented.	Please include certificate based authentication should be there irrespective of user location be it internal wired/wireless or VPN connectivity. Suggestion - It is recommended that Certificate based authentication should be across the network be it user getting onboarded to network or trying to access application.	Please refer to the revised clause as below - Restricted areas of the application should be accessible only (i) from machines that have a valid digital certificate installed for the users requiring DSC or (ii) from machines that are on internal WAN and SDWAN for the users on internal network. (iii) or for machines on internet for registered users through VPN who are required to connect to application on internet.

CISCO17	Volume 1 5.4.7, Security Requirement, Application Level Security, 2.1.1	System should prompt the user to provide username/password to access restricted areas of the application	Please change it as system should prompt user to provide username/password and second factor of authentication to access restricted area of the application Suggestion - Multi factor authentication is very important to avoid credential theft and defend against phishing based attacks.	Please refer to the revised clause as below - System should prompt the registered user to provide username and password to access restricted areas of the application or for users requiring DSC, system should prompt the username and DSC password
CISCO18	Volume 1 5.4.7, Security Requirement, Infrastructure Level Security 3.1	The application infrastructure should be hosted in a Demilitarized Zone (DMZ) set up by using firewall	What is the throughput to be considered for the firewall Suggestion - This will help to ensure right solution is provisioned	Please refer to the response given at AD3.
CISCO19	Volume 1 5.4.7, Security Requirement, Infrastructure Level Security 3.3	Firewalls and IPS devices should be hosted on separate servers.	Please also include "Both Firewall and IPS should be at least in leaders quadrant for Gartner Suggestion - This is to ensure that the right fit solution is provided to MEA which is widely adopted and hold the leaders reputation in industry	All devices and tools proposed by bidders shall meet the RFP requirements
CISCO20	Volume 1 5.4.7, Security Requirement, Infrastructure Level Security, 3.6	Gateway level anti-virus system should be deployed to defend virus and worm attacks Antivirus shall be up to date at any given time	Please change the clause as "Gateway level anti-malware system should be deployed to defend virus, worm, zero day, ransomware, malware attacks Suggestion - Considering the new Threat landscape, Basic AV will not able to stop all malware attacks. Hence comprehensive Anti Malware solution is required to provide wider and better coverage to both known virus like attacks and unknown zero day attacks	Security and other non functional requirements given in the RFP are bare minimum, however the bidders have to plan their solution for preventing any kind of security threats during the complete duration of the project.
CISCO21	Volume 1 5.4.7, Security Requirement, Infrastructure Level Security,	Additional Point	Please include " The solution should be able to provide complete network related flow records for all east-west and north-south communication. Access should be provided to both raw and processed logs and in case unidirectional flows are used it should be able to stitch them together to provide single end to end traffic flow log Suggestion - This is to ensure real time auditing and early response in case some security threat or incident is detected.	Please refer to the response given at CISCO20

CISCO22	Volume 1 5.4.9, Email Services, Functional Requirement,	System should maintain a copy of the emails sent from the eMigrate application	Please change it as System should include a dedicated MTA sitting outside the email exchange server and providing capabilities like S/MIME detection enabled with multi-layered anti spam check, multiple parallel antivirus engine, graymail detection, file based blocking, content filters and copying the email sent from eMigrate application to another email ID Suggestion - Email contributes to almost 70% to 80% of threats and hence greatly increases the need of having a dedicated email security solution on top of email services	Please refer to the response given at CISCO20
CISCO23	Volume 1 5.4.9, Email Services, Functional Requirement.	Additional Point	Kindly specify the number of mailbox for appropriate sizing. Suggestion - this is to ensure right solution is provisioned	Required mailboxes are 10 with size 50 MB. The clause 5.4.9 in RFP Volume 1 is revised as follows - Around 10 functional mailbox accounts with mailbox size of 50 MBs
CISCO24	Volume 1 5.4.9, Host Based Security System, Functional Specification,	Additional Point	Please add "The system should also include protection against anti-virus, anti-malware, application control and IOC based scanning and threat detection using a dedicated EDR based solution, which should be different from the DLP vendor Suggestion - For an overall Host based protection, DLP only provides coverage against data based threats but you require a dedicated EDR to provide security and prevention against targeted attacks.	Please refer to the response given at CISCO20
CISCO25	Volume 1 5.4.11, Host Based Security System, Functional Specification,	Additional Point	Please add " All endpoint related security control and data processing has to be on-prem in the network and no data should be going to cloud. Suggestion - This is to ensure all data stays within the network and no data goes out for processing	Please refer to the requirements detailed regarding on-prem/cloud at various places in RFP/pre-bid query response.

CISCO26	Volume 2 , 4.4 (vi) Page 141	Since SLAs are very stringent, request to add oem eligibility criteria	<p>1.The OEM for switches must be listed Leaders/Challengers in Gartner Magic Quadrant for Wired and Wireless LAN Infrastructure as per last 3 years reports.</p> <p>2.The OEM for must be listed Leaders/Challengers in Gartner Magic Quadrant for Data Center Network as per last 3* years reports.</p> <p>3.The OEM of the network product should have well established manufacturing plant/ Research & Development Lab in India.</p> <p>4. The OEM of active network devices to be quoted by the bidder should be present in the country from at least past 10 years.</p> <p>5. The OEM whose active components are being quoted by the bidder should have posted profit in last 7 years.</p> <p>8. OEM should also have min 20 no's of their spare depots in India, location and address of which should be published on their public website / letter head in order to ensure faster and timely delivery of spares.</p> <p>Suggestion - OEM qualification clause will help bidder to quote best industry standard solution for thie MEA project.</p>	Bidders to decide the suitable equipment and devices to meet the RFP requirements.
CISCO27	Volume-1 ,7.3 ,Page No. 63	7.3 Change Management, training and Communication Strategy for key stakeholders of the project	We recommend to the department to consider a web conferencing Internet cloud based solution so that officials can join from PC, Laptop, desktop remotely to attend training sessions over audio, video and web.	No such solution is required under the project, however SP shall arrange for web based solution for training requirements under the project.
CISCO28	Volume-1 ,7.3 ,Page No. 63	Training for POE office and PGE employees	<p>Pls. confirm if this training can be conducted using web conferencing tools , over Internet, which includes the following capabilities:</p> <p>a) Seeing and hearing the presenter remote</p> <p>b) Connecting to the training session using PC, laptop, desktp etc. over Internet</p> <p>c) Ability to view any content/application remotely</p> <p>d) Asking questions on chat window</p> <p>e) Taking remote control of the application for trainings</p>	<p>Please refer to the Clause no. 7.3(ii) (6). The trainings can be conducted over web for the user mentioned in the table given in Clause no. 7.3(ii) (5).</p> <p>Please refer to the revised clause below -</p> <p>SP shall conduct the trainings for various stakeholders mentioned above through various formats such as CBTs and webinars to be arranged by SP.</p>
CISCO29	Volume-1 ,14 ,Page No. 84	POE Locations and PGE Locations Infrastructure	Please suggest if LAN/WLAN/Security upgrade is also required for these locations. Kindly share the existing inventory of these locations to prepare upgrade solution.	<p>(i) PGE location hardware is also included in updated in RFP Volume 1.</p> <p>(ii) For POE locations new setup is required for SDWAN connectivity.</p> <p>(iii) Security upgrade or any other upgrade shall be required as part of the maintainance activity for all hardware/software components supplied or maintained by the service provider under the project.</p>

CMS Computers Ltd	CMS1	3.4. Design, Development & Testing of Core Application Software	SP shall also be required to interact with the various stakeholders such as officials of PGE/ POE/ Other MEA offices/ Bureau of Immigration, Recruiting Agents, Foreign Employers, State Nodal Officers, NSDC and PDOT Training centers at below given locations for the purpose of finalizing the complete requirements for the development of new core application software: (a) at five PGE/ POE offices (Delhi, Mumbai, Chennai, Hyderabad and Kochi) (b) at four overseas Indian Mission as identified by division	Kindly clarify whether SP resources required to be travel to these mentioned Overseas offices?	SP shall require to travel to these locations. However considering the present situation of Corona pandemic, it may be possible that travel to overseas location may not be possible for one or more location. Therefore, bidders are requested to utilize one row under Non-IT info section in BOQ to provide the estimation for four overseas location. The payment to the SP shall be made on pro-rata basis for the number of locations visited.
	CMS2	3.6. Setting up of Data Center & Disaster Recovery Center	SP shall consult the division and/or its designated agency/ group before finalizing the sites for DC and DRC	Having this clause, how SP should conclude & finalize DC & DRC IT Infrastructure commercials for bidding, hence request to remove this clause. Additionally request to add the specific guidelines, compliances for selecting Collocated CSP DC & DRC in RFP	RFP clause remains unchanged
	CMS3	5.2 Users	General ,	Request you to provide approx numbers of users (for Type Connectivity Mode), which will help SP to do the proper IT Infra sizing to achieve best Application availability and performance	Number of PGE users - 25 Number of POE users - 25 Number of PBSK Helpline (including CPC and Helpdesk users) - 25 Note- Above mentioned users shall connect to application over intranet. these users shall also require to connect to application through VPN over intranet. For other users such as RA, FE, public users etc. who are connecting through Internet, exact number can not be estimated however the number of
	CMS4	5.4.7 Security Requirement	USER MACHINE LEVEL SECURITY 1.2 DSC (Digital Signature Certificates) shall be distributed by an authorized CA using PKI	Kindly clarify, 1. SP SOW is to integrate with existing PKI System (Provided by Department) or to have PKI Solution in proposal 2. Who will bare the cost of each DSC.	SP has to allow the Digital signatures certificates issued by various agencies with eMigrate application. User shall bear the cost of his DSC.
	CMS5	5.4.9 Email service	System should use a reliable SMTP server for sending and receiving emails	Kindly Clarify, Whether SP propose third party cloud based Email Service? As subscription model	No

CMS6	7.1 Manpower Deployment Requirements	(vi) SP shall deploy adequate security staff at DC and DRC. (vii) Security staff must be at least 10th pass and have at least 3 years of prior experience in handling security of office/ industrial premises.	Our understanding is that, when hosting will be done at collocated DC & DRC provider, security staff man power services are provided by DC & DRC Service provider, even Bidder go with the existing STT DC & DRC Service provider, Security staff is provided by STT , kindly confirm	Security provided through DC/DRC provider shall be okay.
CMS7	7.4.1 Application management	(iv) SP shall provide following within the intranet of the project – a) a staging environment for testing of changes/ patches before applying them on production environment. b) Development environment for development of the core application software and its further enhancements c) A preproduction environment at Data Center which shall resemble the production environment at all times	Our understanding is that these requirements are part of DC (Data Center), kindly confirm	Staging/Development/pre-production environment are required at DC (or at DR) location.
CMS8	14 Existing Deployed Infrastructure – Hardware & Software	General ,	Whether all these Deployed Hardware & Software Infrastructure under respective OEM warranty support? Request to provide warranty support detail	The AMC for the hardware & software deployed presently, is being worked out through the existing IA for the period of year 2020-21. It may be assumed at this stage, that the AMC shall be available till March 2021 through the existing IA. All hardware and software are in the name of MEA hence there should not be any licensing or AMC handover issue. Software RoM is being provided in the
CMS9	4.3 Prequalification proposal	(d) The bidder should have earned revenues of Rs. 200 crore or more from the IT business in each of the last 3 financial years, as evidenced by the audited financial statements of the company for the respective financial years. Revenues from the ITES business (if any) shall not be considered for satisfying the revenue criteria specified above and therefore the financial statements must distinctly describe the revenue heads.	Since eGovernance projects fall under ITES category, we request you to modify this clause as below (d) The bidder should have earned revenues of Rs. 200 crore or more from the IT/ITES business in each of the last 3 financial years, as evidenced by the audited financial statements of the company for the respective financial years.	The term ITES has been used here to imply the meaning generally accepted in the industry, that is, serving an outsource agency by carrying out a specific business task of that agency using IT. Bidders should produce the evidence as specified in the RFP. A certificate from the company auditors clearly describing the required revenue figures would be accepted wherever a bidder is not able to produce the evidence as specified in the RFP; however, the bidder must also attach the relevant audited financial statements.

CMS12	5.6 Opening and Evaluation of Technical Proposals	<p>Past Experience in e-Governance Project (10 years)</p> <p>5 or more e-Governance projects worth at least Rs. 100 Crores out of which at least 3 has been completed and 2 or more are in progress --- 4 Marks</p> <p>4 e-Governance Projects worth Rs. 100 crores each out of which at least 2 has been completed and 2 is in progress --- 3 Marks</p> <p>3 e-Governance Projects worth Rs. 100 Crores each out of which at least 2 has been completed and 1 is in progress---- 2 Marks</p> <p>2 e-Governance Projects worth Rs. 100 Crores each out of which at least 1 has been completed and 1 is in progress--- 1 Marks</p> <p>Less than 2 e-Governance Project completed worth Rs. 100 crores--- 0 Marks</p> <p>Note: The bidder must submit completion certificate, work order and progress report to substantiate the information provided</p>	<p>Since eGovernance project will be running for many years and used to get extension letters, we request you to modify this clause as below</p> <p>Past Experience in e-Governance Project (10 years)</p> <p>5 e-Governance Projects completed/ ongoing worth Rs. 50 Crores--- 4 Marks</p> <p>4 e-Governance Projects completed/ ongoing worth Rs. 50 Crores--- 3 Marks</p> <p>3 e-Governance Projects completed/ ongoing worth Rs. 50 Crores--- 2 Marks</p> <p>2 e-Governance Projects completed/ ongoing worth Rs. 50 Crores--- 1 Marks</p> <p>Less than 2 e-Governance Project completed/Ongoing worth Rs. 50 crores--- 0 Marks</p> <p>Note: The bidder must submit Completion certificate/Go Live certificate/Phase wise completion certificate/Client certificate, work order and progress report to substantiate the information provided</p>	<p>(i) In view of the criteria specified in RFP Volume 2 Sec 4.3 (iv), the project worth under Sec 5.6(vi) under 'Scoring' Table at point 3 is revised to 50 crore from 100 crore. The revised clause can be seen below -</p> <p>Past Experience in e-Governance Project (10 years)</p> <p>5 or more e-Governance projects worth at least Rs. 50 Crores out of which at least 3 has been completed and 2 or more are in progress --- 4 Marks</p> <p>4 e-Governance Projects worth Rs. 50 crores each out of which at least 2 has been completed and 2 is in progress --- 3 Marks</p> <p>3 e-Governance Projects worth Rs. 50 Crores each out of which at least 2 has been completed and 1 is in progress---- 2 Marks</p> <p>2 e-Governance Projects worth Rs. 50 Crores each out of which at least 1 has been completed and 1 is in progress--- 1 Marks</p> <p>Less than 2 e-Governance Project</p>
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CMS13	5.6 Opening and Evaluation of Technical Proposals	<p>Past Experience in IT Turnkey Project (3 years) 3 projects</p> <p>Four projects each worth more than Rs.200 crores & cumulative Rs.1000 crores --- 3 Marks</p> <p>Three projects each worth more than Rs.300 crores & cumulative Rs.1000 crores--- 2 Marks</p> <p>One project worth Rs. 1000 crores in last 3 years or two projects each worth more than Rs.500 crores & cumulative Rs.1000 crores---1 Marks</p> <p>Note: The bidder must submit completion certificate, work order and progress report to substantiate the information provided</p>	<p>We request you to modify this clause as below</p> <p>Past Experience in IT Turnkey Project (3 years) 3 projects</p> <p>Four projects each worth more than Rs.25 crores & cumulative Rs.100 crores --- 3 Marks</p> <p>Three projects each worth more than Rs.30 crores & cumulative Rs.100 crores--- 2 Marks</p> <p>One project worth Rs. 100 crores or two projects each worth more than Rs.50 crores & cumulative Rs.100 crores---1 Marks</p> <p>Note: The bidder must submit Completion certificate/Go Live certificate/Phase wise completion certificate/Client certificate, work order and progress report to substantiate the information provided</p>	The clause in the RFP remains unchanged
CMS14	5.6 Opening and Evaluation of Technical Proposals	<p>Manpower Strength [IT PROFESSIONALS]</p> <p>More than =15,000--- 3 Marks</p> <p>More than =10,000 but less than 15,000 IT Professionals--- 2 Marks</p> <p>More than =5000 but less than 10,000 IT Professionals--- 1 Marks</p> <p>Note: The bidder must certify on this account from the Company Secretary Or authorised signatory</p>	<p>We request you to modify this clause as below</p> <p>More than =4,000--- 3 Marks</p> <p>More than =2,000 but less than 3,000 IT Professionals--- 2 Marks</p> <p>More than =1000 but less than 2,000 IT Professionals--- 1 Marks</p> <p>Note: The bidder must certify on this account from the Company Secretary Or authorised signatory</p>	The clause in the RFP remains unchanged

CMS15	3.3 Terms of payment for IA	<p>(iii) No payment shall be made before the project is declared Go-Live as prescribed in this RFP</p> <p>(iv) Cost towards Infrastructure & licenses exclusively procured for MEA shall be paid as follows</p> <p>(a) 50% CAPEX on successful Go-Live, and taxes on complete capex to the tune of 100%</p> <p>(b) 50% equally divided in the 32 equated quarterly instalments</p> <p>(v) Payment for all other elements including Opex for the emigrate solution and remaining 25% of the cost elements referred above will be made in equal quarterly instalments (EQI) over the eight years operation and maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in 32 thirty-two equal parts, without any interest or compounding or discounting.</p>	<p>This payment terms will impact huge cash flow. We request you modify this as below</p> <p>(iv) Cost towards Infrastructure & licenses exclusively procured for MEA shall be paid as follows</p> <p>(a) 90% CAPEX on Delivery</p> <p>(b) 10% CAPEX on Installation and commissioning</p> <p>(v) Payment for all other elements including Opex for the emigrate solution be made in monthly instalments (EQI) over the eight years operation and maintenance period at the end of every month after the project Go-Live date. This shall be arrived at by simply dividing the total of relevant amount in 96 ninety six equal parts, without any interest or compounding or discounting.</p>	<p>25% is mentioned incorrectly. It is actually 50%. The clause is revised as below -</p> <p>Payment for all other elements including Opex for the emigrate solution and remaining 50% of the cost elements referred above will be made in equal quarterly instalments (EQI) over the eight years operation and maintenance period at the end of every quarter after the project Go-Live date</p>
CMS16	Format F1: Summary of Costs quoted for eMigrate Project	Commercial bid	As per the scope of work, we need to take over the existing application and do the enhancements and modifications. Kindly confirm where we need to quote this rate	RFP requires SP to take over the existing application from the existing Implementation Agency i.e. TCS and maintain it till the time new application developed by the SP is declared go-live. Any rate related to the software development and maintainance can be quoted under the
CMS17	3.2. Project Timelines Page- 12	MEA shall have the right to levy penalty on SP of Rs. 2 lakh per week of delay in the milestones marked with (*) in the above table.	Looking at the complexity of the project and anticipating problems like delay in various approvals during project development stage or project delay due to some unseen technical or operational glitch or due to some other reason there might be very minor delay in project speculated timeline. Hence we request you to be gracious enough to reduce the penalty amount.	The penalty clause (i) is revised as below - MEA shall have the right to levy penalty on SP of Rs. 2 lakh per week of delay attributable to SP, in the milestones marked with (*) in the above table.

CMS18	3.5. Migration of Legacy Data Page- 14	Apart from metadata, data related to RA registration and renewal application along with the attachments and EC data of last one year along with attachments of approximate size of 2 TB shall also be required to be migrated	Requesting department to provide the following information: Data Type Table Structure DB related information	The information will be shared with the successful bidder
CMS19	3.13. Support for Acceptance Testing & Certification Page- 15	SP shall provide adequate support to the 3rd Party Audit Agency or any other agency/ group appointed by the division for acceptance testing and certification of SP's deliverables	We understand the cost for such audits will be borne by department. Please confirm.	Please refer to the RFP Volume 2 clause 3.3 (x). The cost of the 3rd party audits shall be borne by the Division
CMS20	5.3 Gateways Page- 22	The core application shall need to employ the following gateways: (i) Web gateway (ii) XML gateway (iii) SMS gateway (iv) SMTP gateway	We understand the gateways will be provided by department. Please confirm.	The gateways are to be developed by the SP as per the RFP requirements
CMS21	6.26 Integration Requirements Page- 55	In General	There are various types of integrations mentioned in the section. Who will provide the web services for such integrations?	SP shall provide the web services for integrations for eMigrate part
CMS22	6.27 Public Portal (Website) Requirement Page- 57	Multilingual support – The website should be available in both Hindi and English.	Who will provide the content and whose responsibility is content translation?	Content shall be provided by the Division and translation shall be done by SP which will be vetted by the Division
CMS23	7.1 Manpower Deployment Requirements Page- 61	SP shall deploy a. one full time technical support engineer at PGE office who will provide support to all PGE/ CPC/PBSK users b. adequate number of full-time technical support engineers for DC and DRC operations to meet the SLA requirements for IT Infrastructure and Network c. an adequately sized pool of technical support engineers to support the core application software to meet the SLA requirement	Please let us know if the technical support engineers for DC/DR operation and Core application support will be for the entire duration of project (including implementation, O&M and extended term of O&M). Please confirm. How many no of technical support engineers to be deployed for DC/DR operation and Core application support?	The number of support engineers for various activities are to be decided by the SP to meet the SLA requirements for entire duration of the project.
CMS24	7.3 Change Management Requirements Page- 62	General Question	Who will provide the premise for the training i.e. training room? Who will provide the training related IT & Non-IT infrastructures? Computers/Laptops, Projector, Chair, Table, Internet connectivity, electricity etc. How many trainees will be there per batch? Who will provide boarding, lodging, Travelling, per diem cost for the trainers and trainees? Who will provide lunch, tea, refreshments for the trainees?	SP shall be required to only arrange the trainer and training material at the training venue.

CMS25	5.4.7 Security Requirement Page- 27	Restricted areas of the application should be accessible only from machines that have a valid digital certificate installed or from machines that are on internal WAN. Digital certificate-based VPN connectivity should be implemented.	In that case who will be providing the DSC	Please refer to the response at CMS4
CMS26	7.4.2.9 Security Management Page- 67	SP shall be required to conduct internal security audit of the system at every 6 months.	We understand that our internal team will perform the security audit and submit the report. Please confirm if our understanding is same.	The understanding is correct
CMS27	11 Acceptance Testing, Audit & Certification Page-78	A 3rd Party Audit Agency (3PAA) shall be appointed by MEA to review all aspects of the project and certify compliance with RFP before the system is rolled out and declared "Go-Live". In General, for all projects of Government of India, "M/s. STQC" had been the official third-party audit agency. The same process shall be followed in this version also. The 3PAA should be a CERT-IN empaneled vendor.	We understand that M/s STQC has been considered as 3PAA for performing the audit for the to be developed e-Migrate application and its associated infra. What will be the frequency of such audit and who will bear the cost for these audits?	(i) The clause is revised as below - "A 3rd Party Audit Agency (3PAA) shall be appointed by MEA to review all aspects of the project and certify compliance with RFP before the system is rolled out and declared "Go-Live". In General, for all projects of Government of India, "M/s. STQC" had been the official third-party audit agency." (ii) For the declaration of go-live the 3rd party audit and certification is mandatory. (iii) Post go-live the Division may go
CMS28	3.6. Setting up of Data Center & Disaster Recovery Center Page- 14	SP shall be responsible for hosting the new core application software along and the related IT Infrastructure in a collocated facility along with a disaster recovery site, either at a cloud service providers data center or any other DC/ DR setup.	We request you to keep only one option for hosting the application i.e. either traditional way hosting in any MeITY cetified DC/DR or collocated facility at a Cloud Service Provider. Because hosting via both the methods are different and come with different financial bracket which can make a huge difference in the commercial offered by different bidders opting different hosting mechanism. Keeping a single option will allow vendors for a unified quoting.	Any hosting solution meeting all the RFP requirements can be proposed by the bidder.
Creant Technologies Pvt Ltd	Creant1 6.27, Public Portal (Website) requirement, point number 4, Page number 57	Technical Platform – The Website should be developed with the latest open standard technology, using up-to-date and well-established development tools and software. The development approach should conform to the best practices in the website development and web application maintenance in line with Govt. of India Guidelines for Indian Government Websites (GIGW).	As per Notification No F. No. 1(3)/2014 - EG II of Ministry of Communication and IT, it recommends to use open-source software for all govt projects. Enterprise Supported Open-Source Software are enterprise application deployment ready and free from all security risks with NO LICENSE or LIMITATION to use. Request to kindly give preference to solution build using Enterprise Supported Open Source Products.	The bidders can propose appropriate solution based on RFP requirements.

Creant2	5.4.4 Architectural Requirements, Page Number 24	Architecture: The goal of the architecture is to structure the application as a set of loosely coupled services. The components or services and the connectors or the communication protocols, enable those services to collaborate. Each service can correspond to a different business function and can communicate using REST APIs, messaging, RPC etc. and should be independently deployable by fully automated deployment machinery and can be separately audited.	There was a notification from MIETY on adoption of "Micro-Service" architecture on any new applications being build by departments to optimize the infrastruncture usage. We suggest to mandate Micoservice based architecture for the eMigration Application development.	Please refer to the response at Creant1
Creant3	5.4.10, Content Management System, Page Number 30	System should allow management of the complete content and document management lifecycle processes including content creation, updating and approval	a) Assume that the expected DMS is an Enterprise Class DMS and stores only metadata information in database and the actual document stored in an Files Server in an encrypted format. Please confirm.	The metadata information has to be stored in application level database and the documents has to be stored in file server. Any information if not specified in RFP, is not required to be
Creant4	5.4.10, Content Management System, Page Number 30	System should be able to provide a full-text search option to search content based on text.	Since there are multiple applications already in use in department, it is very important to have a common search tool, which search information across the enterprise different applications and showcase in your portal. Please confirm if an Enterprise Search capability is expected from the solution.	Please refer to the response at Creant1
Creant5	5.4.10, Content Management System, Page Number 30	System should allow content creation and management using tools like a browser etc.	The proposed solution will be accessed across various touchpoints, and while development if there's simulation feature available, reduces TTD(time-to-develop) significantly, so will request you to mention that proposed solution should have Content preview feature along with simulation feature on the pages and simulation while designing also.	Please refer to the response at Creant1
Creant6	5.4.10, Content Management System, Page Number 30	System should support controlled access to the content System should tag content with metadata to allow easy and quick access System should be able to maintain error logs and provide audit trail logs to improve content availability	These are standard Out-Of-Box features offered by a Digital Transformation/ Experience Platform. Request to suggest the technical specification of such a platform ensuring that MEA is getting best of class solution and the bid is being evaluated on a common comparable solution framework.	Please refer to the response at Creant1.

	Creant7	General	General	For Project of such a large scale and module with an expectation of an Enterprise Architecture, request to consider the application/module development on a proven Open Source Digital Transformation/Experience Platform, instead of a bespoke development, which has natively integrated components like Content Management, Portal, Workflow & eForms Management, Document Management and Enterprise search capability along with a mobile SDK. This will ensure No Vendor Lock-In and an easier Exit Management process as well as a predicatable performance and quality. Please suggest.	Please refer to the response at Creant1.
ESDS Software Solutions	ESDS1	3.7. Procurement, Installation, Configuration & Commissioning of Server Side & other Hardware Page 14 (Volume 1)	SP shall study the BoM provided at Section 18 of this RFP Volume 1, assess the upgradation/ tech refresh requirement of the same and shall supply all necessary hardware (servers, load balancers, storage systems etc.) and related software for the data center and disaster recovery center and shall also be responsible for commissioning the hardware ready to host the new core application software	We would request you to consider on cloud deployment for eMigrate - MEA application <u>instead of going on own (colocated) setup</u> . Cloud has its own advantages like low cost upfront Capex and minimum recurring opex, best in class security, expert maintainace and management of infra over cloud and scalability on the fly. It is on pay as you go model and comes with expertise of CSPs. Please considered MeitY empanelled (Follows all guidelines set by Govy. of India for any cloud related activity) CSPs for hosting part on GCC cloud with DC and DR in different seismic zones.	Please refer to the response at CMS28.
	ESDS2	3.8. Commissioning of Network Connectivity (i) Page 14 (Volume 1)	SP shall setup a network connecting various stakeholders as specified in the RFP. All locations requiring MPLS connectivity / leased line under the project, has operational links from over fibre from TCL and Airtel Bharti. SP may choose to utilize the same.	Do SI need to provide complete MPLS cloud setup for MEA	SI has to be provide the connectivity as per the requirements given in Sec 5.4.5 in RFP Volume 1.
	ESDS3	4.1. Responsibility Matrix Page 16 (Volume 1)	RESPONSIBILITY MATRIX <u>SP</u> : No (though IA would be required to advise MEA on suitability of the items being procured with respect to those being installed by the IA and any other technical aspect related to the procurement & installation process)	Kindly confirm who will purchase the hardware required. Will MEA provide the hardware and SP only needs to provide suggestions regarding hardware details and <u>specification</u> .	SP shall procure all components for the project.
	ESDS4			Also provide more clarity on who will pay and manage for colocation charges? It is to be managed completely by SP or MEA will do it?	SP shall pay and manage the co-location facility.

	ESDS5	3.12. Warranty Page 15 (Volume 1)	SP shall provide comprehensive warranty for all IT infrastructure (hardware and software) with requisite OEM support, for a period of 8 years from the Go-Live date and for the extended period of 2 years, if granted by the division. The warranty shall also be required to be valid for additional one year at the time of conclusion of the contract and the extended term of two years).	Please confirm contract duration.	Already mentioned clearly.
	ESDS6	9 Compliance & Adherence to Standards Page 72 (Volume 1)	In case of Cloud, the offer should be from any of the Government empaneled Cloud Service providers under the guidelines of MEITY as on date of submission of the bid	Please confirm if this refers to any cloud scope (Hosting purely on cloud and not colocated infra). If yes please share the details.	Applicable only if bidders propose cloud facility meeting RFP requirements.
	ESDS7	General	General	If bidder wishes to keep infra at STT data centre how the payment will be done?	Bidder shall be required to negotiate it with the STT.
	ESDS8	General	General	If bidder wishes to keep infra at at any other CSP's DC & DR. Will the migration scope and charges will completely be under SP scope.	Yes
	ESDS9	General	General	If bidder wishes to keep infra at at any other CSP's DC & DR. How the payment will be done?	Please refer to the response at ESDS4
Hewlett Packard Enterprise	HPE1	Additional		We understand that SP has choice to go for colocation model where he can host HW and SW infra of various OEM's in a rented space. Keeping in mind the high SLA requirement of this project, we suggest to have some PQ points for DC infra(Server, Storage and Network) OEM as well like being market leader in Gartner or Forrester report to ensure that reputed make and models of respective DC component gets quoted by SP. This is critical to run the project for 8 years with minimal downtime.	Please refer to the response at CISCO19.
	HPE2	14 Existing Deployed Infrastructure – Hardware & Software		Current 8-10 years old legacy setup is running on proprietary Unix based OS servers. We need clarity whether the inhouse built e-migrate application can be migrated on x86 platform using Linux based OS because commercial UNIX story is on the verge of extinction and in today's era all the mission critical workloads are being migrated to Linux using x86 platform.	The present eMigrate application need not be required to be migrated as it has to be decommissioned once the SP readies the v2 application. For v2 application the bidders may propose any environment as per their solution design
	HPE3	9. Compliance and Adherence to Standards	In case of Cloud, the offer should be from any of the Government empaneled Cloud Service providers under the guidelines of MEITY as on date of submission of the bid	Need clarity which MEITY cloud deployment models need to be considered by SP i.e. Public Cloud/VPC or GCC while selecting CSP ?	Please refer to the response at CMS28.

IBM	IBM1	5.4.6 Server Requirement / emigrate project	Server clusters shall be implemented in active-active mode.	Active -Active is for all application and DB. Currentlty DB is active passsive mode . Does Emgrirate has oracle RAC for active active for DB	Server clusters shall be implemented in active-active mode except for the DB servers which shall be in active-passive mode
	IBM2	5.4.6 Server Requirement /emigrate project	The vertical scalability in servers in terms of additional processors and RAM will have to be provided for handling future growth in transactions	Is there any percentage that has been decided for vertical scalability that has to be maintained for resources in terms of core and RAM.	The clause in the RFP remains unchanged.
	IBM3	3.7 Procurement, Installation, Configuration & Commissioning of Server Side & other Hardware /emiqr	The setup shall also include the preproduction, staging and development environment	As per the inventory details shared for application , DB servers dev and preprod are not there .So are these the new environments for each workload	The query is not clear
	IBM4	14 Existing Deployed Infrastructure – Hardware & Software - page 84	Software details	Software product name , version and current license details are not available here. Please provide this for all software products being used in the currnet solution	The software BOM is published in this response.
	IBM5	14 Existing Deployed Infrastructure – Hardware &	Software/ siolution / Traffic projection	Projections or volumetric for the solution. Volumetric for which the solution needs to be he designed.	The storage and concurrent user and other sizing related requirements are given in the RFP and in the responses given here for various pre bid queries.
Infosys Limited	INFOSYS 1	Volume 3, Section 4. Service Level Agreement	The service level shall be strictly imposed and a third party audit/ certification agency shall be engaged for certifying the SLA measurement and monitoring system.	Please clarify if we can agree that the external auditors/third party agency shall not be the direct competitor of Service Provider and auditor will be mutually agreed to by both the parties.	Please refer to the response at CMS27.
	INFOSYS 2	Volume 3, Section 4.3 SLA Monitoring	The SLA parameters shall be measured through appropriate SLA measurement tools to be designed by the SP for the purpose & audited by a 3rd Party audit agency for accuracy, reliability and completeness.	Please clarify if we can agree that the 3rd party audit agency shall not be the direct competitor of the Service Provider and that the third party auditing firm needs to be mutually agreed by Service Provider and the MEA.	No. Regarding selection of 3PAA, please refer to the response at CMS27.
	INFOSYS 3	Volume 3, Section 4.3 SLA Monitoring	If the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of MEA or an agency designated by MEA , then MEA will have the right to take appropriate corrective actions including termination of the contract.	1.Please clarify if we can agree that the part marked in Bold font can be replaced with "in accordance with specifications of the MEA" as the word "satisfaction" is a subjective term. 2. Please clarify if we can agree that instead of termination, Infosys will reperform the deliverable/service or rectify the issues for 3 attempts and failing which Infosys will refund you for the failed deliverable (if advance payments have been made).	RFP clause remains unchanged.

INFOSYS 4	Volume 3, Article 1 1.1 Definitions a. (vi)	Deliverables" means the products, infrastructure and services agreed to be delivered by the Service Provider in pursuance of the scope of work and set of deliverables and project timelines listed in Section 3 of the Volume 1 of the RFP and includes all documents related to the solution, user manual, technical manual, design, process and operating manuals, standard operating procedures, policies and guidelines and source code and all versions of these;	Please clarify if we can agree that if we can add the following words to the definition clause: "Deliverables means the products, infrastructure and services agreed to be delivered and created specifically for MEA by the Service Provider in pursuance of the scope of work and set of deliverables and project timelines listed in Section 3 of the Volume 1 of the RFP and includes all documents related to the solution, user manual, technical manual, design, process and operating manuals, standard operating procedures, policies and guidelines and source code and all versions of these; " <i>This ensures that deliverables covers the products created for MEA. The current definition includes all deliverables including existing Infosys IP. And we cannot pass the ownership in our IP to you.</i>	RFP clause remains unchanged
INFOSYS 5	Volume 3, Section 2.2Period of Contract	The term of the contract shall start with the signing of this Agreement and SLA and shall cover the full period of Implementation till MEA declares the eMigrate system "Go-Live" and eight years of Operation & Maintenance from the date of "Go-Live". However, MEA may choose to extend the term for a further period of two years, with all the terms and conditions being the same as for the original term.	Please clarify if we can agree that MEA and Service provider shall mutually agree to extend the term of the Agreement.	RFP clause remains unchanged
INFOSYS 6	Volume 3, Section 2.3 Commencement & Duration of This Agreement	This agreement shall come into effect on signing of the MSA and SLA by and between the Parties (hereinafter called the "Effective Date") and shall, subject to the maximum time limit of eight years or ten years inclusive of two years extended term if decided so by MEA , continue to be effective till the completion of the Operations and Maintenance period, subject to fulfillment of the rights and obligations of the Parties under the Agreement	As per our last clarification, please clarify if we can agree that extension should be mutually agreed by both the Parties.	Please refer to the response at Infosys5
INFOSYS 7	Volume 3, Section 2.4 Scope and Provision of The Services	The provision of Services to the Stakeholders with certainty and speed is the essence of the Agreement between the Parties.	Please clarify if we can agree that if we can agree to delete this clause. We cannot agree to time is of essence and warrant the 'certainty' of the Services. We will provide you services in accordance with specifications and timelines agreed in the scope of work.	It is clarified that certainty and Speed shall be as per the specification provided in RFP or agreed elsewhere with the SP.

<p>INFOSYS 8</p>	<p>Volume 3, Section 2.4</p>	<p>Scope and Provision of The Services</p>	<p>Please clarify is we can agree to add the following clause which is the acceptance criteria of the deliverables and services: f) Testing and Accepting of deliverables (i)Unless otherwise set forth in the applicable SOW or work order, MEA shall have ten (10) business days following the date on which deliverables are delivered to it by SP to complete testing of the deliverables (the "Acceptance Period") to provide written notice of acceptance or material non-compliance with the Acceptance Criteria.</p> <p>(ii)If no written notification of acceptance or material non-conformance with the Acceptance Criteria is received by SP within ten (10) business days from commencement of the Acceptance Period or if the deliverables are utilized for purposes other than testing by MEA, the deliverables shall be deemed accepted by MEA.</p> <p>(iii)If MEA notifies SP in writing of any material non-conformance in the deliverables in accordance with this clause (i), then the SP shall, within fifteen (15) days (or within such other time as agreed to in the Work Order/SOW) of such notice, modify the deliverables in a reasonable effort to make them materially conform to the Acceptance Criteria. The acceptance testing process shall be repeated in such cases. If the SP is unable to remedy any such material non-conformance despite three (3) attempts to do so, MEA's sole and exclusive remedy shall be to reject the defective and non-conforming deliverable and to recover from SP the amount paid in advance by MEA to SP for the defective and non-conforming deliverable.</p> <p>(iv)The provisions of this clause shall not be applicable to consulting services</p>	<p>RFP clause remains unchanged</p>
<p>INFOSYS 9</p>	<p>Volume 3, Section 2.5 Commencement and Duration of the SLA</p>	<p>The Operation and Maintenance SLA will commence from the date when the Project Implementation has been completed to the satisfaction of the Project Director, MEA, and certified in accordance with the terms of this Agreement and the eMigrate system has been declared "Go-Live" by MEA and shall run for a period coterminous with the MSA.</p>	<p>It is proposed that, post declaration of Go-Live, there should be a period of 6 months for SLA baselining. Post this, SLA and penalty applicability can start</p>	<p>SLA shall become applicable on declarartion of Go-Live.</p>

INFOSYS 10	Volume 3, Section 3. ARTICLE III - MANAGEMENT PHASE Volume 3, Section 3.4 Security and Safety	b. Each Party to the MSA and SLA shall also comply with Project's information technology security standards and policies in force from time to time at each location of the Project, in so far as the same apply to the provision of the Services	Please confirm if we can agree that such policies shall be provided prior to the execution of MSA and SLA and shall be in writing.	Policies shall be given in writing however they may get changed time to time.
INFOSYS 11	Volume 3, Section 4. ARTICLE IV - FINANCIAL ISSUES, Volume 3, Section 4.1 Terms of Payment & Service Credits and Debits	b. All payments are subject to the application of service credits/debits, penalties and liquidated damages defined, if any, and provided for in this Agreement and the SLA.	Please confirm, if we can consider Credit Note Mechanism instead of direct set off.	RFP clause remains unchanged.
INFOSYS 12	Volume 3, Section 4.3 TAX	In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term of the Agreement the consequential effect shall be to the account of the Ministry of External Affairs.	In GST law there is no such concept of a service provider refunding GST to the service recipient. Taxes have to be shown separately in an invoice and if there is a reduction in price or a discount to be offered then any excess tax owing to such discount shall have to be returned along with price discount in the form of a Credit Note as per GST law.	It is clarified that GST shall be paid to the SP at the effective rate on the date of invoicing irrespective of the GST rate mentioned in the bid.
INFOSYS 13	Volume 2, Section 3.3(iv)(a) section on Payment Terms for IA	(iv) Cost towards Infrastructure & licenses exclusively procured for MEA shall be paid as follows: (a) 50% CAPEX on successful Go-Live, and taxes on complete capex to the tune of 100% (b) 50% equally divided in the 32 equated quarterly instalments	What does this payment condition mean viz., payment of 50% capex whereas taxes on complete capex and balance of 50% in 32 equated installments? Does it mean that in the first tranche the payment will be 50% of the Capex invoiced but 100% of the GST amount indicated in the Tax invoice?	Yes.

INFOSYS 14	Volume 2, Section 4.5(ii) section on Commercial Proposal and 4.14 section on Prices	<p>4.5(ii) Unless expressly indicated, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. Prices shall be quoted entirely in Indian Rupees and must be arrived at after including all expenses, rates, and taxes.</p> <p>(i) The bidder shall quote the price as per specified format fixed for the entire project on a single responsibility basis. MEA reserves the right to procure the components/services listed in this RFP in whole or in part. In case of any services /components not procured from the Service Provider for any reason, payments shall not be made to the Service Provider for those services/components. No adjustment of the contract price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by MEA to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price would be inclusive of all taxes, duties, charges and levies as applicable. (ii) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable</p>	<p>Its stated that prices have to be quoted after arriving at all expenses, rates and taxes. Please clarify if the prices have to be quoted inclusive of GST. It may be noted that Prices will have to be quoted exclusive of GST because GST rates may vary from time to time if the Government increases or decreases the applicable rates. Secondly, as per GST law applicable GST has to be shown separately in the Tax invoice. Section 4.14 and sub-clauses (iii) and (iv) clarifies that any increase/decrease shall make the SP eligible for payout of such tax and refund of such tax. In GST law there is no such concept of a service provider refunding GST to the service recipient. Taxes have to be shown separately in an invoice and if there is a reduction in price or a discount to be offered then any excess tax owing to such discount shall have to be returned along with price discount in the form of a Credit Note as per GST law.</p>	<p>(i) In the BOQ, the bidders shall mention the taxes separately at the place indicated. (ii) Regarding the GST rates, please refer to the response given at INFOSYS12.</p>
INFOSYS 15	Volume 3, Section 5. 5. ARTICLE V - BREACH, RECTIFICATIO N & TERMINATION Volume 3, Section 5.1 Termination	<p>In the event that either Party is in Breach of its obligations under this Agreement or the SLA, the aggrieved Party may terminate this Agreement or the SLA upon notice to the other Party</p>	<p>Please confirm if we can agree that following change to the clause can be made: In the event that either Party is in Breach of its obligations under this Agreement or the SLA, the aggrieved Party may terminate this Agreement or the SLA upon prior written notice to the other party</p>	<p>Notice shall be prior written notice only.</p>

INFOSYS 16	Volume 3, Section 5. 5. ARTICLE V - BREACH, RECTIFICATIO N & TERMINATION Volume 3, Section 5.1 Termination (i)	If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement.	Please confirm if we can agree that following change can be made to the clause--If there is Breach which translates into material default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve will serve a thirty (30) day written notice for curing such material breach notice for curing such Breach. In case the material breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement.	RFP clause remains unchanged
INFOSYS 17	Volume 3, Section 5. 5. ARTICLE V - BREACH, RECTIFICATIO N & TERMINATION Volume 3, Section 5.1 Termination (ii)	Because time is the essence of the contract, in case, for reasons prima facie attributable to the Implementation agency, there is a delay of more than 4 weeks in the Project Implementation Completion or Go-Live, the Project Director, MEA may terminate this contract after affording a reasonable opportunity to the Service Provider to explain the circumstances leading to such a delay. Further, the Project Director, MEA may also invoke the Performance Guarantee of the Implementation agency.	Please confirm if we can agree with the following: 1) We cannot agree to time is of essence to the contract 2. A thirty (30) day written notice to cure such material default or breach. 3. It is proposed to delete the point - Further, the Project Director, MEA may also invoke the Performance Guarantee of the Implementation agency	RFP clause remains unchanged
INFOSYS 18	Volume 3, Section 5. 5. ARTICLE V - BREACH, RECTIFICATIO N & TERMINATION Volume 3, Section 5.3 Termination	ii).Because time is the essence of the contract, in case, for reasons prima facie attributable to the Implementation agency, there is a delay of more than 4 weeks in the Project Implementation Completion or Go-Live, the Project Director, MEA may terminate this contract after affording a reasonable opportunity to the Service Provider to explain the circumstances leading to such a delay. Further, the Project Director, MEA may also invoke the Performance Guarantee of the Implementation agency.	It is proposed to delete " time is of the essence "	RFP clause remains unchanged

INFOSYS 19	Volume 3, Section 5.5. ARTICLE V - BREACH, RECTIFICATIO N & TERMINATION Volume 3, Section 5.3 Termination	If there is a Breach which results out of MEA not handing over the site, if any, that was to be handed over by MEA under this Agreement to SP for exercise of the latter's obligations under this Agreement, SP not being provided with requisite access to the IT systems of the other departments/ agencies that need to be integrated with eMigrate system as required by this Agreement , or MEA not providing the certification of the Project Implementation Completion i.e. declaration of "Go-Live" without any valid reason, then MEA will be held responsible for the Breach. Unless provided otherwise in this Agreement, in the event of such a Breach SP may give one month's notice to MEA for curing the Breach. In the event the Breach continues, the Service Provider will have the option to terminate the Agreement subject to provisions of the Clause 5.3 and 5.4 of Article V and the Exit management Schedule (Schedule II) of this Agreement.	Can you please clarify, how the payments will be made in this scenario? It is requested to pay for all the efforts provided till the date of termination	Payment shall be made as per the relevant clause only.
INFOSYS 20	Volume 3, Section 5.3 Termination	On termination of this Agreement for any reason, the SLA shall automatically terminate forthwith and the Project Director, MEA will decide the appropriate course of action	Please confirm if we can agree that following changes can be made--On termination of this Agreement for any reason, the SLA shall automatically terminate forthwith and the Project Director, MEA along with the Service provider will decide the appropriate course of action will decide the appropriate course of action	RFP clause remains unchanged
INFOSYS 21	Volume 3, Section 5.4	Effects of Termination	Please confirm if we can agree that the Following Language can be included: "Following termination of this Agreement by either party, MEA shall pay to Service Provider the charges for all Services and Deliverables provided to MEA up to the effective date of termination"	please refer to the response at Infosys19.

<p>INFOSYS 22</p>	<p>Volume 3, Section 6.1 Warranties</p>	<p>vi. the Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;</p>	<p>Please confirm if we can agree the following: 1) the Services will be supplied in conformance with all applicable laws, enactments, orders and regulations; applicable to the Service Provider as the provider of IT Services.</p> <p>2. The following language from our standard to be added:</p> <p>d. Service Provider warrants to MEA that it will provide the Services and Deliverables in accordance with generally accepted industry standards and practices. This warranty shall survive for a period of thirty (30) days following delivery of the relevant Service or Deliverable. SERVICE PROVIDER AND MEA AGREE THAT MEA'S SOLE AND EXCLUSIVE REMEDY FOR NON-CONFORMING SERVICES AND DELIVERABLES SHALL BE REPLACEMENT/RE-PERFORMANCE BY SERVICE PROVIDER, OR, AT SERVICE PROVIDER'S OPTION, REFUND OF THE FEES PAID FOR SUCH NONCONFORMING SERVICES AND DELIVERABLES.</p> <p>e. Notwithstanding anything to the contrary in this Agreement or any Work Order, in no event shall Service Provider be responsible for any failure to perform in accordance with the requirements of this Agreement or a Work Order to the extent such failure results from: (i) the acts or omissions of MEA or any agent, vendor or contractor of MEA; (ii) hardware, software or system failures not attributable to Service Provider's negligence; or (iii) a Force Majeure Event as defined under this Agreement.</p> <p>f. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES (WHETHER IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES AND DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND/OR WORK ORDERS ISSUED HEREUNDER, INCLUDING BUT NOT</p>	<p>RFP clause remains unchanged</p>
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INFOSYS 23	Volume 3, Section 6.2 Third Party Claims	a. Subject to Clause 6.2b of this Article, Service Provider (the "Indemnifying Party") undertakes to indemnify the MEA (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.	Please confirm if we can agree the change in the clause as we typically indemnify against third party claims only-- "Subject to Clause 6.2b of this Article, Service Provider (the "Indemnifying Party") undertakes to indemnify the MEA (the "Indemnified Party") from and against all losses, third party claims or damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA."	RFP clause remains unchanged
INFOSYS 24	Volume 3, Section 6.2 Third Party Claims	b. (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnifying Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;	Please confirm if we can agree that following mitigation clause can be added or not-- Service Provider shall have a right to have a sole control over the defense of the claim including the right, at its sole discretion to (i) procure for MEA the right to use the infringing Deliverable, (ii) replace the infringing Deliverable with a non-infringing, functionally equivalent one, (iii) suitably modify the infringing Deliverable so that it is non-infringing r (iv) accept return of the infringing Deliverable and refund a pro-rata portion (based on a five-year straight line depreciation commencing upon delivery) of any fees paid by MEA to Service Provider with respect to such Deliverable.	RFP clause remains unchanged
INFOSYS 25	Volume 3, Section 6.2 Third Party Claims	b. (iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses as provided in Clause 6.2a of this Article;	Please confirm if we can agree with following concerns: 1) Indemnifying Party shall only have sole control over the defense of claim 2. The Indemnified party shall not have a right in defense unless agreed mutually by both the Parties	RFP clause remains unchanged

INFOSYS 26	Volume 3, Section 6.2	Third Party Claims	Please confirm if we can agree to add our standard language the following is missing: This indemnity shall not extend to any claim of infringement to the extent resulting from: (i) MEA's specifications, (ii) third party software, where the Service Provider's use of such software has been in accordance with relevant licensing terms (iii) modification of the Deliverables unless made by Service Provider, (iv) use or incorporation of the Deliverables in a manner for which they were not designed; or (v) use or combination of the Deliverables with items not provided by Service Provider.	RFP clause remains unchanged
INFOSYS 27	Volume 3, Section 6.3 Limitation of Liability	a. Notwithstanding what has been stated elsewhere in this Agreement, there shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud.	Please confirm if we can agree with following changes-- "Notwithstanding what has been stated elsewhere in this Agreement, there shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful misconduct and gross negligence."	RFP clause remains unchanged
INFOSYS 28	Volume 3, Section 6.3 Limitation of Liability	b. In all other cases not covered by Clause 6.3a above, the total financial liability of the Service Provider shall be limited to the total value of the contract i.e. the Total eMigrate Solution Cost (TC) quoted by the SP in its commercial proposal to MEA in response to the RFP.	Please confirm if we can agree with our standard liability cap: THE TOTAL, CUMULATIVE LIABILITY OF SERVICE PROVIDER AND ITS AFFILIATES UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AVERAGE AMOUNTS PAID BY MEA TO SERVICE PROVIDER UNDER THE APPLICABLE WORK ORDER DURING EACH CONSECUTIVE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.	RFP clause remains unchanged
INFOSYS 29	Volume 3, Section 6.4 Force Majeure	c. In the event the Force Majeure substantially prevents, hinders or delays the Implementation agency's performance of Services necessary for Project's implementation or the operation of PROJECT's critical business functions for a period in excess of 5 days, the Project Director, MEA may declare that an emergency exists	Request to change the time period to 15 days	RFP clause remains unchanged

INFOSYS 30	Volume 3, Section 6.6 Confidentiality	f. The aforesaid provisions shall not apply to the information: i. already in the public domain; and ii. disclosed to the public due to a court order or under the Right to Information Act; and iii. information required to be furnished to the Parliament and/or its Committees	1) We suggest that the Confidentiality clause shall be mutual. 2) We also propose following update in the text-(f). These are the exceptions to the Confidential Information clause: iv. rightfully received by the receiving party from third parties without accompanying confidentiality obligations; v. already in the receiving party's possession and was lawfully received from sources other than the disclosing party; vi. independently developed by the receiving party; vii. approved by the disclosing party for release, in writing. 3) The confidentiality obligations cannot survive for perpetuity. Its should be capped to 5 years: The secrecy of the Confidential and Proprietary Information disclosed pursuant to this Agreement shall be maintained for a period of five (5) years following disclosure thereof.	RFP clause remains unchanged
INFOSYS 31	Volume 3, Section 6.7 Audit, Access and Reporting	b. The Service Provider shall, on request, allow access to the MEA and its nominees to all information which is in the possession or control of the Implementation agency, which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.	We suggest following changes in the text i) audit shall be conducted at normal business hours; and ii) such nominees shall not be the direct competitor of the Service Provider and that the third party auditing firm needs to be mutually agreed by the Service Provider and the MEA.	RFP clause remains unchanged
INFOSYS 32	Volume 3, Section 7.1 Intellectual Property	k. To the extent that the Service Provider Proprietary Information is incorporated within the Deliverables, Service Provider and its employees engaged hereby grant to the Project Director, MEA a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to PROJECT facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of PROJECT such Service Provider Proprietary Information.	We suggest following changes to the clause- "To the extent that the Service Provider Proprietary Information is incorporated within the Deliverables, Service Provider and its employees engaged hereby grant to the Project Director, MEA a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, paid-up right and license to use, for the benefit of and internal use of PROJECT such Service Provider Proprietary Information."	RFP clause remains unchanged.

INFOSYS 33	Volume 3, Section 7.1 Intellectual Property	7.1 Intellectual Property	<p>We suggest that the following Language shall be included:</p> <p>1. In the event Service Provider Proprietary Information are not embedded in the Deliverables but used by the Service Provider in the performance of the Services and required by MEA to receive the benefit of the Services, Service Provider grants to MEA a non-exclusive, non-transferable, revocable, royalty free license for the term of the applicable Agreement for the MEA's internal use of the Services in which they are used. Nothing contained in this Agreement shall be construed to grant MEA any right to use or exploit such Service Provider information in its stand-alone form separate and apart from the Services.</p> <p>2. Service provider shall own all Intellectual Property Rights in anything created or developed in the course of providing Services under the applicable Agreement without using MEA's materials or MEA's Confidential Information,</p>	RFP clause remains unchanged
INFOSYS 34	Volume 3, Section 7.1 Intellectual Property	I (i) All the deliverables provided to MEA by Service Provider during the course of its performance under this Agreement, and/or the SLA which includes but is not limited to eMigrate Application Software as defined in this Agreement, in which, subject to the foregoing provisions of this Article, all right, title and interest in and to such Deliverables, shall, as between Service Provider and MEA, immediately upon creation vest in MEA. To the extent that the Service Provider Proprietary Information is incorporated within the Deliverables, Service Provider and its employees engaged hereby grant to MEA a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to Project facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of PROJECT, of such Service Provider Proprietary Information.	<p>We suggest following changes to the clause-</p> <p>1. All the deliverables provided to MEA by Service Provider during the course of its performance under this Agreement, and/or the SLA which includes but is not limited to eMigrate Application Software as defined in this Agreement, in which, subject to the foregoing provisions of this Article, all right, title and interest in and to such Deliverables, shall, as between Service Provider and MEA, immediately upon payment in full by MEA to Service Provider vest in MEA.</p> <p>2. To the extent that the Service Provider Proprietary Information is incorporated within the Deliverables, Service Provider and its employees engaged hereby grant to MEA a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, paid-up right and license to use, for the benefit of and internal use of PROJECT, of such Service Provider Proprietary Information.</p>	RFP clause remains unchanged

INFOSYS 35	Volume 3, Section 8.1 Confidentiality	8.1 Confidentiality	The secrecy period is missing, hence the following shall be added: "The secrecy of the Confidential and Proprietary Information disclosed pursuant to this Agreement shall be maintained for a period of five (5) years following disclosure thereof"	RFP clause remains unchanged
INFOSYS 36	Volume 3, Section 8.2 Personnel	Implementation agency shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, and also that such personnel have appropriate qualifications and experience to perform the Services. The MEA shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that the Project Director, MEA requests that any Service Provider personnel be removed or replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days.	We suggest that the clause should be changed to- 1. The MEA shall have the right to require the removal or replacement of any Service Provider, however only on the reasonable grounds, personnel performing work under this Agreement 2. In the event that the Project Director, MEA requests that any Service Provider personnel be removed or replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days:	RFP clause remains unchanged
INFOSYS 37	Volume 3, Section 8.2 Personnel	c. The Service Provider shall also be responsible to train certain employees of MEA with regard to the Services being provided by the Service Provider as and when required by MEA during the Term of this Project. The parameters of the training required for these employees of MEA shall be communicated by the Project Director, MEA to the Service Provider periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.	We suggest that the clause should be changed to- The Service Provider shall also be responsible to train certain employees of MEA, at MEA's cost and expense with regard to the Services being provided by the Service Provider as and when required by MEA during the Term of this Project	RFP clause remains unchanged
INFOSYS 38	Volume 3, Section 8.4 Sub- Contractors	Implementation agency shall not subcontract to other parties or the declared list of subcontractors included in the proposal of the SP submitted to MEA in response to the RFP	We suggest that subcontractor should be allowed for some of components such as PVC card, manpower in O&M phase, front end development etc.	Subcontracting is allowed for PVC card printing

INFOSYS 39	Volume 3, Section 8.6 Assignment	All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of MEA and Service Provider and any assignment or transfer of this Agreement or the SLA or any rights hereunder by either Party shall be strictly prohibited	We suggest that the following language shall be added: "MEA hereby consents to Service Provider assigning all or some of its Receivables under this Agreement to a third party ("Bank") and Service provider is hereby notifying MEA of such assignment. For the sake of clarity, the term "Receivables" is hereby defined as any amounts due from the MEA under an invoice raised by the Service provider for Services delivered under this Agreement. Further, MEA acknowledges that Service Provider may share limited excerpts of this Agreement and other details directly relating to the Receivables on a "need to know" basis with the Bank, subject to appropriate confidentiality undertakings by the Bank".	RFP clause remains unchanged
INFOSYS 40	Volume 3, Section SCHEDULE III AUDIT, ACCESS AND REPORTING SCHEDULE	3.2 a. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Maintenance Phase. During the Implementation Phase, and thereafter during the Operations and Maintenance Phase, the MEA or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Service Provider any further notice of carrying out such audits	We request following modification/addition to the section- 1)The routine audits shall not be held more than once a year. 2. Such routine audits shall be conducted at MEA's cost.	Please refer to the RFP clause 3.2 (c) under the section.
INFOSYS 41	Volume 3, Section SCHEDULE III AUDIT, ACCESS AND REPORTING SCHEDULE	3.2 c. The frequency of routine audits shall be 6 monthly or as agreed between the Parties. The Project Director, MEA shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Implementation agency.	We request following modification/addition to the section- The frequency of routine audits shall be once a year or as agreed between the Parties. The Project Director, MEA shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Implementation agency.	RFP clause remains unchanged

INFOSYS 42	Volume 3, Section SCHEDULE III AUDIT, ACCESS AND REPORTING SCHEDULE	3.3 Access: The Service Provider shall provide to the Project Director, MEA or his/her appointed nominees / nominated agencies, reasonable access to employees, subcontractors, suppliers, agents and third party facilities, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The auditors appointed by the Project Director, MEA shall have the right to copy and retain copies of any relevant records. The Service Provider shall make every reasonable effort to co-operate with the auditors	We suggest that the nominated agency not to be a direct competitor of the bidder, and the nominated agency to be mutually agreed between MEA and bidder.	Suggestion not considered
INFOSYS 43	Volume 3, Section SCHEDULE III AUDIT, ACCESS AND REPORTING SCHEDULE	3.4 (b) For the avoidance of doubt the audit rights under this Schedule shall not include access to the Implementation agency's profit margins or overheads associated with any obligation under the MSA.	We request following modification/addition to the section so that bidder' confidential information is protected- (b) For the avoidance of doubt the audit rights under this Schedule shall not include access to the Implementation agency's profit margins or overheads associated with any obligation under the MSA and internal costs (including effort disclosure for fixed price contracts), margins and employee and customer data	RFP clause remains unchanged
INFOSYS 44	Volume 3, Section SCHEDULE V INVOICING AND SETTLEMENT SCHEDULE	c. Payments invoiced shall be made within 45 days of the receipt of invoice by the Project Director, MEA subject to adjustments if any for the previous performance or penalty	We suggest 30 days payment terms and also credit note for penalty instead of direct set off. Request you to make necessary modification.	RFP clause remains unchanged
INFOSYS 45	Volume 3, Section SCHEDULE V INVOICING AND SETTLEMENT SCHEDULE	The Service Provider shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.	This is contradicting the payment terms since as per the current payment terms all the invoicing will be done only after Go-Live. While CAPEX's first payment to be paid in 42 weeks only. Also request to add payment terms for development as well. We request necessary modification to the clause	It is to clarify that this clause shall not be applicable for the payment to be made at Go-Live.
INFOSYS 46	Volume 3, Section SCHEDULE V INVOICING AND SETTLEMENT SCHEDULE	If any amount is due and payable by the SP to the MEA/ Government, the same shall be recoverable as arrears of land revenue, in addition to other avenues legally available under this agreement.	We request to remove the clause as it is asking recovery from land revenue.	RFP clause remains unchanged

INFOSYS 47	Volume 3, Section SCHEDULE VI TERMS OF PAYMENT SCHEDULE	3.In the event of premature termination of the Agreement prior to the Project Go-Live, the Service Provider shall not be eligible to receive any compensation or payment. 4. In the event of the premature termination of the Agreement post-commencement of the operations i.e. post Go-Live, the Service Provider would be eligible to be paid pursuant to the provisions of the Agreement.	This clause should be removed as successful bidder should be eligible to receive compensation for the service already rendered.	RFP clause remains unchanged
INFOSYS 48	Volume 3, Section SCHEDULE VIII SERVICE LEVEL AGREEMENT 2.1 Objectives and Scope of Contract	a) Delivery of speedy and efficient services to the citizens, the employees of MEA, and the stakeholders of the Project in relation to all the emigration-related services	We suggest to remove the "Speedy" clause as we will deliver services in accordance to scope of work.	Speedy and efficient services shall be read in terms of the scope of work only.
INFOSYS 49	Volume 1, Section 3.2 Project timelines	MEA shall have the right to levy penalty on SP of Rs. 2 lakh per week of delay in the milestones marked with (*) in the above table.	In this case we'll provide MEA a Service credit in case we fail to achieve the SLA which will also be subject to Earn back mechanism. We should not be liable to delay's during transition since the delay can be from existing vendor as well. Thus there should not penalty.	Please refer to the response at CMS17.
INFOSYS 50	Volume 1, Section 3.5 Legacy Data Migration	A 3rd party audit agency appointed by the division shall audit and approve the migration of data.	We propose to select and agree to the Audit Agency mutually and the audit agency not to be a direct competitor of the bidder.	Not considered.
INFOSYS 51	Volume 1, Section 1.5 New emigration Bill	with the new Emigration Bill coming into the effect, the enhancements needed in the project shall also be implemented during the project.	Magnitude of changes expected to come in this bill should be taken as part of change request	Changes due to Emigration Management Bill shall be taken up under chargeable Change Request

INFOSYS 52	Volume 1, Section 3.4	Phase wise Go-Live: SP shall be required to take up the software development for the new core application software taking into consideration the fact that not all services may be required to Go Live simultaneously. Some of the services such as processing of emigration clearance which are critical may be considered for Go-live in initial phases. Services on which emigration clearance service has the dependency such as FE Registration, demand submission by FE and acceptance by RA etc. shall also be required to be made live simultaneously.	Phase wise Go-live may need multiple cycles of data migration/incremental data migration from first go-live till last go-live. Till all services are migrated, will old system and new system will have to be integrated for proper functioning of all services? Kindly confirm	Old and New system are not envisaged to be integrated. However there may be some data migration on regular interval till the old system is fully decommissioned. It may be possible that at some point of time both systems run parallely before Go-Live.
INFOSYS 53	Volume 1, Section 5.2	Apart from the users described in this section or elsewhere in this RFP, there is also a need for data/information exchange with various other agencies within India and from abroad. The proposed system shall be capable of such data/ information exchange.	What is the quantity, mode and frequency of this data exchange with other agencies?	It is regular data exchange on 24X7 basis through webservice based integration.
INFOSYS 54	Volume 1, Section 5.2	Upload up to 50 KB document with each of the EC related application and 3 MB with each of the RC related application	What is the current Document/Content Management system? Does MEA expects a change in content management solution or same can be continued	For current CMS/ DMS, the software BOM published in this response can be referred. Bidders can propose to use <u>the same software licenses if they</u>
INFOSYS 55	Volume 1,Section 5.2	Scrutiny level – Scrutiny level users, after scrutinizing the applications, shall forward the application to another PGE user (either scrutiny or approval level) or to PGE	Will it be manually forwarded by scrutiny user to next level or a workflow is implemented/needs to be implemented?	Forwarding of application in this particular case shall be manually by selection of the intended recipient user from a drop down menu.
INFOSYS 56	Volume 1,Section 5.2	MIS Reports	Can you please provide total number of MIS Reports expected?	Approximatley 50 reports per user type. There shall be some validation such as one particular type of user is not allowed to see the data related to

INFOSYS 57	Volume 1,Section 5.4.4.1	A Storage solution (SAN) to cater to a minimum 10 TB initial capacity with scalability depending on the needs, arises in future needs to may be planned.	Storage requirement projections are required to plan storage scalability	Minimum working storage requirement at the moment is 10 TB. Bidders may take a note of the fact that there may be some additional storage required for processing purposes such as during replication, which shall be provisioned by the bidders in addition to the 10 TB requirement. For scalability, the solution should be scalable to add more storage as and when required on chargeable basis. Bidders shall require to propose the charges for the
INFOSYS 58	Volume 1,Section 5.4.4.1	in order to support information flow and allow integration with multiple heterogeneous applications and services offered by various Government departments and private service providers and should allow integration with various such applications	Number of such integrations are defined as 10 in section 6.26 (6.29.1 t 6.29.10). Is this final or is there a scope for more external integrations? Are all these integrations already in place, and SP has to adopt same integrations in new solution?	(i) Yes there are 10 types of integrations as mentioned in the RFP clauses 6.26 however there are than more than 10 different systems integrated at present under these categories and information is required to be exchanged on 24X7 basis. E.g., under integration mentioned at 6.29.5, there are 3 Insurances Agencies (Iffco Tokio, New India Assurance and Oriental Insurance) are integrated. In total there could be upto 20 systems to be integrated, under the original scope of work. Some of the them could happen even
INFOSYS 59	Volume 1,Section 6.27	Public Portal (Website) Requirement	Expected concurrent users/ load on portal is to be provided Live Chat - How many concurrent PBSK agents to be supported. Please confirm if any resource deployment is required for handing Live Chats by SP	(i) On public website, there are around 8000 visits per day, at present. Bidders may propose a solution for 12000 visits per day for public users and 400 registered concurrent users to meet the SLA requirements. (ii) Into 10 PBSK agents are required
INFOSYS 60	Volume 1,Section 6.28	Hosting of builds of eMigrate Mobile app on different App Stores for different mobile app stores such as Google Playstore, Apple Appstore etc. shall be done by the Partner Agency (Bidder) wherever applicable.	Expected Concurrent users/load and future projections need to be provided	Mobile applications user base should be within the estimation given for the concurrent users.
INFOSYS 61	Volume 1,Section 7.1	Security staff must be at least 10th pass and have at least 3 years of prior experience in handling security of office/ industrial premises.	Please confirm that Security staff is required to be deputed only at DC & DR premises by SP	Yes

INFOSYS 62	Volume 1,Section 7.2	SP shall also be responsible for retraining the MEA, PGE and PoE personnel whenever changes are made to the eMigrate application or personnel are replaced	Needs/frequency to be quantified for retraining by SP	Training for upto 15 users per year at intermittent period through webconferencing is to be arranged by the SP. This can be done by the Support team itself. If number of users requiring training increases for any reasons, no additional charges
INFOSYS 63	Volume 1,Section 7.4.2.8	DR may be of appropriate sizing not necessary of equal size of DC to enable the continuation of operation of core services in case of non availability of DC for any reason.	To reach to appropriate sizing for DR, details of Core services required to be operational from DR needs to be provided/quantified. Current Infra/Hardware (mentioned in section 14 of Volume 1) at DC and DR appears to be almost equivalent.	Present DR is equal to DC. However for the version 2, equal size of DR is not required. All services offered by the application shall form the core services. Document stored at DC shall not be required to be replicated at DR. Only at the time of functioning of core services through DR, when DC not being available, document storage shall be required for all applications processed. Once DC is made operational again, the document stored at DR shall be moved to DC. DR shall store only metadata and
INFOSYS 64	Volume 1,Section 7.4.2.8	For running all services at DC, the attachment uploading with EC application approval shall not be required	Is DC being referred here or DR?	In view of the explanation given at response in INFOSYS63, this phrase stands withdrawn.
INFOSYS 65	Volume 1,Section 10 SLM-1	Non- availability of even one of the agreed services at an immigration counter would amount to no service available for the purpose of this SLA and thus breach	What will be the way to identify that this is a failure of central solution and not a local issue or network issue	The clause stands withdrawn.
INFOSYS 66	Volume 1,Section 10	In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores. If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract.	It is requested to relax penalty clauses and termination conditions, as these are quite stringent.	RFP clause remains unchanged

INFOSYS 67	Volume 1, Section 14	Deployed Infra - Hardware & Software	It is suggested to provide End of Life Date and support/AMC validity date of each component. Is support valid till Go-Live of new solution? Is current AMC in the name of MEA and OEM will be supporting SP till end of current AMC? <i>Please share the details of software</i>	Please refer to the response given at CMS8.
INFOSYS 68	Volume2, Section 2.5 Supplementary Information to the Request for proposals	If MEA deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP	Pls clarify if MEA will only provide clarifications to the provision mentioned in the RFP. There will be no addition of scope. In case of any additions to the scope, the same will have to be dealt outside the scope of this RFP.	Yes. However at the requirement gathering stage, there could be changes in functional requirement given in the RFP.
INFOSYS 69	Volume2, Section 2.9 Consortium and sub-contracting	Hosting of core application software and related software can be done at a third-party facility. Subcontracting is not allowed on any other components of this project.	Can you please elaborate this point?	Subcontracting of printing of PVC card is allowed as mentioned in the response given at INFOSYS38.
INFOSYS 70	Volume2, Section 3.3 Terms of payment for IA-IX	Payments for Emigrant cards shall be made as per the number of cards issued by the SP in a quarter and the issuance cost per card quoted by the SP in their bid.	Please clarify as to what is limit of card being issued by SP, per quarter for which payment will be applicable.	The no. of cards to be printed shall be decided on the basis of the applicants opting for it on payment basis. On an average there are 30,000 emigration clearances per month. Therefore theoretically, the number could vary anywhere from 0 to 30,000 per
INFOSYS 71	Volume2, Section 3.5 Exit Management	Detailed provisions shall be made in the contract agreement to manage the exit of the IA from the project on maturity of the contract or due to premature termination of contract.	Elaborate on the terms and conditions for premature termination of the Contract either by SP or MEA. Whether this is related to SP providing process for exit of current IA or it is related to exit of SP on maturity/termination of contract	It is typographical error. It is meant for SP. The clause is revised as follows - Detailed provisions shall be made in the contract agreement to manage the exit of the SP from the project on maturity of the contract or due to
INFOSYS 72	Volume2, Section 4.4 Technical Proposal -i	Computing infrastructure • Storage infrastructure at D , DRC, Cloud	Are there any constraints/standards to be adhered by SP for cloud computing?	Bidders shall read the RFP provisions thoroughly and note that cloud solutions meeting all the RFP requirements are <u>only acceptable</u> .

INFOSYS 73	Volume2, Section 4.4 Technical Proposal -o	Operation & maintenance approach <ul style="list-style-type: none"> IT Services management Helpdesk solution 	Pls clarify, 1. If helpdesk resources, IVR/CRM are to be provided by SP 2. If yes, can SP bring in third party vendors to manage Helpdesk	(i) For the project, Helpdesk services are offered through PBSK Helpline managed by another vendor i.e. VFS Global. It already has an IVR/ CRM solution. (ii) Helpdesk/Helpline is manned by PBSK team for logging software related defects or user requests. However they use the ticket logging tool provided and maintained by IA only. The present tool is Tivoli Service Request Manager. Presently For service window, please refer to the SLM5. In addition to the tickets logged by the Helpline users in the tool provided/ maintained by the SP, there shall be a feedback mechanism
INFOSYS 74	Volume2, Section 4.4 Technical Proposal -VI c	Certificate from respective OEM(s) that all Hardware, Software shall remain under the OEMs' warranty during the complete duration of the project including extended term (if any). No additional cost shall be paid for warranties except for the amount mentioned in the bid by SP.	Pls clarify if SP needs to include warranty cost till end of extension, or there will be different costing to be provided for extension periods, where Hardware/Software support cost for extension period will be included. Will there be a separate cost discussion for extension at the time of extension, or that has to be provisioned in initial cost	Bidders shall require to provide the cost in its bid for 8 years' period after Go-Live. For extension, the SP shall be paid on prorata basis of annual opex cost mentioned for 8 years period.
INFOSYS 75	Volume3, Section 3.4 Security and Safety	The Service Provider will comply with the directions issued from time to time by the Project Director, MEA and the standards related to the security and safety as per best practices and standards prevalent in the industry and those stated in the RFP, in so far as it applies to the provision of the Services.	Please specify the mandatory scope to be adhered	It shall be as per the Industry standard
INFOSYS 76	Volume3, Section 3.4 Security and Safety	Each Party to the MSA and SLA shall also comply with Project's information technology security standards and policies in force from time to time at each location of the Project, in so far as the same apply to the provision of the Services.	Kindly specify the timeline to meet the updations done for IT security standards and policies implementation? Can you please share Security standards and policies?	Any change required under this category shall be done through a Change Request and timeline shall be agreed mutually. The Security standard and policy shall be shared with the at the time of requirement gathering
INFOSYS 77	Volume3, Section 1.2	It is hereby also clarified that any change as agreed between the Parties to be within the scope of services defined above to be provided by the SP and before project 'Go-Live' shall not entitle the SP to ask for any additional amount to be paid by the MEA	Once the Requirement document, Design document is signed off, any change to it should be subjected to change management process	Yes

INFOSYS 78	Volume 1, Section 6	Integration with other systems of department	Can you please share integration requirements of eMigrate application with other internal systems like HR system, Financial system, GL etc. Will this be part of the scope of SP?	There is no such requirement
INFOSYS 79	Volume 1, Section 1.3	The project is implemented since 2012 through an Implementation Agency (IA) who has procured and installed necessary hardware/software, developed the required core application software and further has been maintaining the system since its launch in May 2014.	Kindly clarify the lead time between the project implementation and Launch. If there are any prerequisites before Launch and after implementation bidder requests information on these.	Third party Audit and certification is the prerequisite for Go-Live.
INFOSYS 80	Volume 1, Section 1.3	Emigrate Project	Kindly clarify the current pain points and gaps in the Emigrate application from a functional and technical perspective. What are the key driver for development for Emigrate 2.0. Since no architecture guidelines has been specified for the new application, can a bidder use the existing application with enhancement and augmentations necessary to comply to current tender conditions ? Or is there any restriction ?	(i) Application software is required to be upgraded and to be developed on latest trends in technology. (ii) SP shall have to develop a new application from scratch. The existing application can not be augmented or modified by the SP to make the new application. Existing application is only to be taken over by the SP from the existing IA and maintain it till the new application is ready. Existing application is also required to be studied by the SP while developing the new application.
INFOSYS 81	Volume 1, Section 1.5 Implementation Model	Implementation agency shall procure and install hardware, develop and deploy software and maintain the entire system for a period of eight years from the date of the system "Go-Live"	Please clarify if any tech Refresh is included as part of the scope as RFP does not mention the same.	The clause is revised as below - "SP shall procure and install hardware, system software, develop and deploy the application software and maintain the entire system for a period of eight years from the date of the system "Go-Live". Bidders may propose tech refresh of any components in their bid if they feel the need of that and include the

INFOSYS 82	Volume 1, Section 3.2 Project Timelines	Takeover of development and staging environment T + 2 weeks Takeover of SLA systems T + 4 weeks Takeover of the eMigrate production system (with the support of key software resources of IA) T + 6 weeks	We request you to clarify what is the acceptance criteria for the Takeover. Standard process of transition involved Knowledge Transfer--> Secondary Support-->Primary Support. Post this is completion for transition and steady state. Please clarify what takeover is expected in 2, 4 and 6 weeks and what signified completion of takeover at 24 weeks. Kindly also clarify if it is the responsibility of the new bidder to maintain the SLA of the existing system till Go-Live of the new application. If yes, what penalties will apply during this transition period ?	(i) Between T+4 to T+24, the support of software resources of IA shall be available to the SP. However, apart from application software, rest of the components such as network, systems etc., shall have to be maintained by the SP on his own. (ii) SLA of existing application shall not be applicable to the SP. However the SP require to take control of the SLA system as per the timelines given in RFP for monitoring purposes.
INFOSYS 83	Volume 1, Section 3.2 Project Timelines	Procurement of server-side and other hardware (and associated software) T + 18 weeks	Please clarify what is the preference for infrastructure On Prem on Public Cloud. What would be the variation accordingly in implementation timeline, acceptance criteria and payment milestones.	For hosting, please refer to the response given at CMS28. Implementation timelines shall remain same irrespective of the hosting solution proposed by the bidders. Acceptance criteria is third party audit and certification and payment shall be in accordance to the
INFOSYS 84	Volume 1, Section 3.2 Project Timelines	SP may endure to complete the project before the stipulated time. In the event of Go-Live declared before the stipulated timeline, payments shall start accordingly.	Kindly clarify which milestones this is applicable to.	Go-Live
INFOSYS 85	Volume 1, Section 3.2 Project Timelines	MEA shall have the right to levy penalty on SP of Rs. 2 lakh per week of delay in the milestones marked with (*) in the above table.	We request that all penalty is capped at 10% of the value of corresponding milestone and total LD is capped at 10% of TCV	Please refer to the response given at CMS17.
INFOSYS 86	Volume 1, 3.3 Taking over eMigrate application & IT Infrastructure from IA	Therefor SP shall deploy the manpower with the qualification (or higher) as proposed in the bid and experience (relevant and total) proposed in the bid.	Kindly clarify roles, minimum number and qualification and experience level required.	RFP Volume 1 Clause 7 defines the minimum manpower requirement under various subsections. In addition to the minimum manpower requirement, bidders shall have to identify the manpower required to run the project in terms of roles, numbers and qualification etc

INFOSYS 87	Volume 1, 3.4 Design, Development & Testing of Core Application Software	Study of present system: While taking over the existing eMigrate solution, SP shall require to simultaneously work on the development of the new core application software as per the specifications given in this RFP. In addition to the understanding acquired during the takeover process, SP shall also be required to interact with the various stakeholders such as officials of PGE/ POE/ Other MEA offices/ Bureau of Immigration, Recruiting Agents, Foreign Employers, State Nodal Officers, NSDC and PDOT Training centers at below given locations for the purpose of finalizing the complete requirements for the development of new core application software: (a) at five PGE/ POE offices (Delhi, Mumbai, Chennai, Hyderabad and Kochi) (b) at four overseas Indian Mission as identified by division	Please clarify who will be giving the consolidated requirements, SRS sign off and UAT Sign Off. We propose that requirements can be gather through requirement workshops rather than visiting separate office, this would save time and travel.	(i) Visiting the POE Offices mentioned shall be mandatory in order to understand the difficulties faced by various stakeholders and their needs. (ii) Overseas location travel may be deferred in view of present restriction on overseas travel. In case international travel does not happen, the interaction with the relevant stakeholders shall happen through video/ tele conferencing arranged by the Division. Please also refer the response given at CMS1.
INFOSYS 88	Volume 1, 3.6 Setting up of Data Center & Disaster Recovery Center	SP can also choose to retain the same DC/DR set up at the STT data centers are Pune and Bengaluru.	Please provide details of the current DC/DR setup.	It is a caged setup hosting eMigrate solution with nine 42 U racks at each location (DC/DR). DC is at STT location in Dighi, Pune and DR is at Whitefield Bengaluru. for more details, Mr. Rohit Tikko (9999712550) of STT can be

INFOSYS 89	Volume 1, 3.10. Issuance of Emigrants' Cards	SP shall be responsible for generation and issuance of PVC cards to emigrants who are given emigration clearance and opts for it at the time of applying emigration clearance through the new core application software. Emigrants opting for the emigrant's card shall be required to pay for the cost of the card along with the emigration clearance fees. The emigrant's card shall have the information like name of emigrant, RA, FE, contact details of FE, Indian Embassy and PBSK. The emigrants' cards shall need to be couriered by the SP with acknowledgement facility to the mailing address given in EC application. Details of emigrants' cards (dispatched, delivered and undelivered) shall be required to be maintained by the SP for audit purpose along with the EC data in the application.	Please clarify that the Emigrate Cards can be issued and Couriered through central location and no pick up facility needs to be provided. Please also clarify that there is no field operation required as a scope of this RFP Additionally, please also let us know the name of incumbent provider / OEM for these cards	(i) Printing and dispatching of Emigrant card can be done from any location as per the convenience of the SP. (ii) Printing facility is arranged by the IA at present. Bidders shall explore their own mechanism for that.
INFOSYS 90	Volume 1, 3.12 Warranty	SP shall provide comprehensive warranty for all IT infrastructure (hardware and software) with requisite OEM support, for a period of 8 years from the Go-Live date and for the extended period of 2 years, if granted by the division. The warranty shall also be required to be valid for additional one year at the time of conclusion of the contract and the extended term of two years). The necessary valid warranty certificates from OEMs shall be submitted by the SP to the Division at all times and as and when renewed	Please clarify what does Warranty Entail. Standard warranty is between 3-90 days for bespoke applications followed by support period. The bidder can only provide manufacturer's warranty for a specified limited period as indicated. Beyond this, what can be offered is support services adhering to the SLA guidelines as per RFP. The same principle applies for hardware too.	Warranty shall mean standard warranty and AMC from OEM, both. The bespoke application shall be under the support by the SP.
INFOSYS 91	Volume 1, 4.1 Responsibility Matrix	Responsibility Matrix	Please share detailed RACI matrix with various SDLC activities for maintenance as well as development of new Emigrate application	SDLC activities shall be the responsibility of the SP only.
INFOSYS 92	Volume 1, 6. Functional Requirements	Functional Requirements	Please confirm that the function requirement mentioned under sections 6 include the complete functional scope of the Emigrate 2.0 application development and not other services outside of this are required to be delivered in 42 weeks.	Yes.

INFOSYS 93	Volume 1, 5.1 Solution Architecture	Solution Architecture	Please share the functional and technical architecture/components of the existing Emigrate application. Are there any components which can be or are expected to be reused.	The software code for integration with external agencies as may be perhaps reused to some extent.
INFOSYS 94	Volume 1, 7.1 Manpower Deployment Requirements	SP shall deploy a. one full time technical support engineer at PGE office who will provide support to all PGE/ CPC/PBSK users b. adequate number of full-time technical support engineers for DC and DRC operations to meet the SLA requirements for IT Infrastructure and Network c. an adequately sized pool of technical support engineers to support the core application software to meet the SLA requirement so that smooth operations for PoE/ PGE/ Indian Missions and all other types of users to be ensured	Please clarify on what is adequate. In absence of information about the existing application ticket volume please clarify minimum number of people required or provide application details, ticket volumes etc. Kindly also indicate what are the number pf personnel currently supporting the existing eMigrate application	Present eMigrate application is fairly stable with less than 2-3 tickets per day for application related issues and 4-5 requests from the user for change in status or DB entry etc. (for the period prior to lockdown). There are 20-30 queries also recived on the Helpdesk through phone or email and some of them require the assistance from the application support team. These numbers are given for the understanding of the bidders. No additional payment is to be made in case the numbers of issues reported/ requests received are increased for any reason. Deciding the support team size is prerogative of the SP under the present agreement as well, however it
INFOSYS 95	Volume 1, 7.3 Change Management Requirements	4. SP shall facilitate conducting of leadership alignment workshops 5. SP shall conduct the following trainings for various stakeholders:	Please clarify the number and frequency of these training sessions. Also please clarify the scope of alignment workshops.	(i) The no. of training sessions required to be conducted shall be to cover the numbers of trainees mentioned for each office location. (ii) Leadership summit agenda shall be decided by the Division and it shall be boardly to sensitize the senior functionaries of various stakeholder
INFOSYS 96	Volume 1, 8 Migration of Data from existing stack to proposed stack	Migration/porting of existing data to the SP proposed architecture should be 100% accurate. It may be noted that the system captures all data through the centralized system. This migration refers to porting of all the records/data from the existing stack to the proposed stack.	We request further details on data migration and also RACI on the same. Data will be required to be provided by incumbent/IA. Also Data mapping will be joint responsibility of SP and POE. Data Cleansing is out of scope.	(i) For data field, the bidders may analyse the functional requirements given in the RFP. (ii) Data for migration shall be provided by the IA. (iii) Data mapping shall be the responsibility of the SP and division shall provide the requisite support through the concerned officer
INFOSYS 97	Volume 1, 10. Service Level Agreements (SLA)	The following table presents the SLAs for the eMigrate project. MEA reserves the right to negotiate the service level agreement with the SP at the end of every year post Go-Live declaration. # Metric Expected	Please confirm that SLA will be applicable from Date of Go-live of 2.0. What will be the SLA applicable between the transition completion of Emigrate 1.0 and Go-Live of 2.0. We request SLA baselining period of 3 months post go-live for data capture and stabilization of application.	Please refer to the response given at INFOSYS82 and INFOSYS9.

INFOSYS 98	Volume 1, 10. Service Level Agreements (SLA)	<p>If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.</p> <p>(iii) In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.</p> <p>(iv) If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract.</p>	<p>We request Maximum Penalty to be capped to 10% of corresponding milestone and overall cap on penalty to 10% Contract Value.</p> <p>We also request that penalty and SLA breach is subject to root cause analysis and is applicable only if the SP is directly responsible for services impacting the SLA.</p>	RFP Clause remains unchanged
INFOSYS 99	Volume 3, 2.5 Supplementary Information to the Request for proposals	2.5 Supplementary Information to the Request for proposals	<p>To enable all bidders other than incumbent to estimate the project with complete knowledge of existing system we request department to conduct workshops regarding the existing application or share with us:</p> <ol style="list-style-type: none"> 1. Application architecture and Inventory 2. Integration Point Details 3. Existing Contracts related to Emigrate 	All relevant information is given to the bidders in the RFP and in the pre-bid query responses.
INFOSYS 100	Volume 3, 2.9 Consortium and sub-contracting	2.9 Consortium and sub-contracting	We request that subcontracting be allowed for some specific activities like Helpdesk, PVC card processing	<p>(i) SP shall not require to manage the Helpdesk.</p> <p>(ii) Subcontracting for PVC card is permitted.</p>

INFOSYS 101	Volume 3, 3.3 Terms of payment for IA	<p>(iii) No payment shall be made before the project is declared Go-Live as prescribed in this RFP</p> <p>(iv) Cost towards Infrastructure & licenses exclusively procured for MEA shall be paid as follows</p> <p>(a) 50% CAPEX on successful Go-Live, and taxes on complete capex to the tune of 100%</p> <p>(b) 50% equally divided in the 32 equated quarterly instalments</p> <p>(v) Payment for all other elements including Opex for the emigrate solution and remaining 25% of the cost elements referred above will be made in equal quarterly instalments (EQI) over the eight years operation and maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in 32 thirty-two equal parts, without any interest or compounding or discounting.</p>	<p>1. Please clarify how the payment will be made for O&M of the exiting Emigrate application till the Emigrate 2.0 Go-live is complete</p> <p>2. All Infrastructure payments are to be made to relevant OEM's on delivery, as such it will not be possible to hold back backs for this till Go Live. We request that at least 50% of Capex be paid on delivery of hardware and remaining 50% on Go-live at 24 weeks. AMC is Opex can be paid as EQIs as suggested.</p> <p>3. Please clarify how payments will be made for the development of the Emigrate application which is to be completed in 42 weeks.</p> <p>4. In the statement "Payment for all other elements including Opex for the emigrate solution and remaining 25% of the cost elements referred above will be made in equal quarterly instalments " please clarify which other cost elements are referred of 25% will be paid in 32 EQIs.</p> <p>5. How will payments be made if the infrastructure is cloud hosted with Subscription</p> <p>Kindly also indicate what shall be payable on Go-live under the current RFP terms or any revisions thereof if the new SI uses cloud infrastructure (either a combination of IAAS, PAAS or SAAS model) as part of the solution</p>	<p>(i) Kindly refer to the response at CMS15</p> <p>(ii) Payment model is same irrespective of the hosting proposed by the bidders.</p>
INFOSYS 102	Volume 2, Annex 6: Formats for Commercial Specifications/ Quotations	Annex 6: Formats for Commercial Specifications/ Quotations	<p>1. The formats for commercial specification and submission mentioned in this section differ from the Commercial BOQ format. Please clarify</p> <p>2. Summary Table has F2 as System Software while Format F2 has it as Infrastructure Details</p>	BOQ format has to be followed.
INFOSYS 103	Volume 2, 2.10 Venue & Deadline for submission of proposals	2.10 Venue & Deadline for submission of proposals	Please confirm that bids can be submitted with Digital Signatures due to lockdown rather than ink signature and seal.	Yes
INFOSYS 104	Volume 1 - Section 3.2, Page 11	Takeover of SLA systems, Time for Completion - T + 6 weeks	For existing application, please share the SLAs and Penalty that will be applicable for new bidder. Since it is with existing Infra, technology stack and architecture, please share the existing Architecture and SLA adherence data for last 2 quarters	Please refer to the response given at point (ii) INFOSYS82.

INFOSYS 105	Volume 1 - Section 3.2, Page 11	Deployment of resources for O&M of existing eMigrate system, Time for Completion - T + 1 weeks	Please share the existing technology stack, current ticket, enhancement details for last 2 quarters, current change management process. These details will be needed for sizing the O&M resources for existing eMigrate application	Please refer to the response given at point (ii) INFOSYS82.
INFOSYS 106	Volume 1 - Section 3.2, Page 11	Deployment of resources for O&M of existing eMigrate system, Time for Completion - T + 1 weeks	Does the current data center has environments factored for development, training, staging, performance, DC and DR? Are they all in sync? What is the replication frequency planned currently?	(i) Present Development setup is at the location of IA, which is a property of MEA. The same shall be required to be moved to Akbar Bhawan by the SP. (ii) Staging system is at DC only. (iii) Present replication between DC and DRC is every 30 minutes
INFOSYS 107	Volume 1 - Section 3.2, Page 11	Takeover of the eMigrate production system (with the support of key software resources of IA), Time for completion - T+6 weeks	It is assumed that, primary support for new vendor will start from T+7 weeks to T+24 weeks and steady state support will start from T+25 weeks onwards. Current SLAs, penalty will be applicable for new vendor only in steady state period. Please confirm	Please refer to response given at INFOSYS82.
INFOSYS 108	Volume 1 - Section 3.2, Page 11	Requirements study, Time for completion - T+12 weeks	It is assumed that, SME from MEA and incumbent vendor will be available for requirement study from Week1 onwards. Kindly confirm	Yes.
INFOSYS 109	Volume 1 - Section 3.2, Page 11	User Acceptance Testing / Functional Testing, Time for completion - T+34 weeks	It is assumed that MEA will be responsible for data preparation, scripting of UAT test cases, scenarios and execution of it. Bidder needs to be provide necessary support for it. Kindly confirm	Yes. However for the UAT/ functional testing, SP shall share the test results of the testing done by its team, before the testing is undertaken by the division through 3PAA or any other
INFOSYS 110	Volume 1 - Section 3.2, Page 12	Roll out of new core application on revamped IT infrastructure	It is assumed that, current application and new application will not co-exist at the same time. Old application needs to be retired once new application is rolled out. Kindly confirm	Ideally yes. However during the transition period, some modules of the old application may continue to function till the new application is
INFOSYS 111	Volume 1 - Section 3.2, Page 12	Implementation of change management initiatives	It is assumed that, Stakeholder Training and Development of training material (CBTs, workshop presentations) is applicable for new application only and not for current application. Kindly confirm. If it is applicable for current application, please suggest, if CBTs are already available for existing application, tech stack and current application training needs in detail	Applicable to new application only. Necessary documentation shall be provided to the selected bidder at appropriate stage. There are some training videos available on eMigrate website under Resources section which may be referred.
INFOSYS 112	Volume 1 - Section 3.2, Page 12	MEA shall have a right to levy penalty of 2 lacs per week of delay in milestones marked with (*).	The penalty should be levied if the delay is attributable to the bidder. Also, it is assumed that, MEA will revert within 2 days max for any dependency / queries raised to them	Please refer to response given at CMS17

INFOSYS 113	Volume 1 - Section 3.3, Page 13	From the documentation received and knowledge transfer from the IA, SP shall gather the required knowledge about the present application software and configuration of various devices. SP shall also need to update the documentation wherever it found to be required.	Once SP updates the documentation based on its understanding, it is requested that MEA and incumbent vendor signs it off for correctness and completeness of it	Yes. A sign off shall be given wherever required.
INFOSYS 114	Volume 1 - Section 3.2, Page 12	Takeover of existing eMigrate system by Service Provider	Where is the transition between incumbent vendor and new vendor supposed to take place? If it is in MEA premise, it is assumed that, MEA will provide all logistics support to new bidder in the form of seating locations, desktops / systems, telephone, 3-4 meeting rooms. It is also assumed that, new vendor can record the knowledge transfer sessions from incumbent vendor. What is the current location of incumbent vendor? Are they based in Delhi?	(i) Meetings shall take place at Akbar Bhawan, Chanakyapuri New Delhi or through webconferencing if directed by the Division. (ii) SP shall have to arrange its own computers/ laptops for its resources. (iii) Incumbent vendor i.e IA is located at Noida-Delhi. Transition meeting may also be arranged at the IA's location if so desired by IA. (iv) Due to present situation with certain restrictions/ difficulties on travel and face to face interaction, bidders should be prepared to
INFOSYS 115	Volume 1 - Section 3.4, Page 13	Study of present system	It is assumed that, requirement study phase will be conducted in MEA premise in Delhi. it is assumed that, MEA will provide all logistics support to new bidder in the form of seating locations, desktops / systems, telephone, 3-4 meeting rooms.	Please refer to the response given at INFOSYS114.
INFOSYS 116	Volume 1 - Section 3.4, Page 13	In addition to the understanding acquired during the takeover process, SP shall also be required to interact with the various stakeholders such as officials of PGE/ POE/ Other MEA offices/ Bureau of Immigration, Recruiting Agents, Foreign Employers, State Nodal Officers, NSDC and PDOT Training centers at below given locations for the purpose of finalizing the complete requirements for the development of new core application software: (a) at five PGE/ POE offices (Delhi, Mumbai, Chennai, Hyderabad and Kochi) (b) at four overseas Indian Mission as identified by division	It is assumed that - 1. MEA will ensure available of SME from Overseas Indian Mission and PGE / POE offices as per requirement study plan that new bidder will submit. 2. Even though requirements are being taken from different stakeholders, there will be single approving authority and bidder does not have to follow up with each stakeholder for approval 3. MEA will identify SPOC from their side to help resolve conflicts, if any, in the requirement details as shared by different stakeholders	Yes.

INFOSYS 117	Volume 1 - Section 7.1 - iv, Page 61	adequate number of full-time technical support engineers for DC and DRC operations to meet the SLA requirements for IT Infrastructure and Network	What is the service window of DC and DRC operations? It is assumed as 24 * 7. Kindly confirm	Yes 24x7
INFOSYS 118	Volume 1 - Section 7.1 - i, Page 61	SP would be required to deploy a full-time project manager for the entire duration of project (including implementation, O&M and extended term of O&M)	What will be the location of deployment of Project Manager, Change Management specialist, one full time technical support engineer	Location of the resources shall have to be planned by the bidders at their facility only, unless specified otherwise. Preferably location shall be in Delhi NCR. If SP plans the location of its resources outside Delhi NCR, SP shall require to arrange the visit of its resources to meet the Ministry
INFOSYS 119	Volume 1 - Section 7.1 - viii, Page 61	Manpower deployed by SP at any stage cannot be lesser than what was proposed by it in the bid in terms of qualification, skills, no. of years of total experience, no. of years of relevant experience	It is assumed that, development and support team can work from any of the bidder's development centers in India and there will be approval given for connectivity from bidder's development centers to DC and DR	Please refer to the response given at INFOSYS118.
INFOSYS 120	Volume 1 - Section 7.3, Page 63	SP shall facilitate conducting of leadership alignment workshops	What will be the content, agenda for these workshops	Please refer to the response given at INFOSYS95
INFOSYS 121	Volume 1 - Section 7.3, Page 63	3. SP shall conduct stakeholder alignment workshops to highlight benefits of the changes to various stakeholders. 4. SP shall facilitate conducting of leadership alignment workshops	What will be the location of these trainings? It is assumed that, it will conducted centrally from Delhi NCR region. It is assumed that MEA will provide the logistics in terms of training room, training facilities and any other logistics. Bidder will be responsible for giving the training and provide printed training material	Please refer to the response given at CMS24
INFOSYS 122	Volume 1 - Section 7.3, Page 64	SP shall also be responsible for retraining the MEA, PGE and PoE personnel whenever changes are made to the eMigrate application or personnel are replaced	What will be the frequency of this retraining?	Please refer to the response given at INFOSYS62.
INFOSYS 123	Volume 1 - Section 7.4, Page 64	SP shall provide Operations and Maintenance (O&M) support for the project for 8 years, and for the extended term, if any, from the date of Go-Live. The following sections detail the O&M requirements.	It is assumed that, Helpline and Helpdesk operations for both - Infrastructure and Applications, will be handled by MEA and will not be in the scope of the bidder. Bidder needs to primarily handle L2, L3 support only. Kindly confirm. What will be the service window of L2 and L3 support from the bidder?	Please refer to the response at INFOSYS73.
INFOSYS 124	Volume 1 - Section 7.4.1, Page 64	SP shall be responsible for defect free operation of the core application software during the O&M period and ensuring its 24x7 availability to all end-user and across all the channels of access	What are the different channels of access currently available and what are the additional channels envisaged?	All the connectivity mode are defined in section '5.2 Users'.

INFOSYS 125	Volume 1 - Section 7.4.1, Page 65	b) Allowing PBSK Helpline users to register the issue reported to Helpline through email or phone or walk-in on behalf of the other users c) Routing issues (registered through feedback option) internally between the teams and tracking till resolution by the concerned team and send system generated email on the resolution	What is the ITSM tool being used by the Helpline team currently?	Presently TSRM (Tivoli service Request Manager) which is provided and maintained by IA.
INFOSYS 126	Volume 1 - Section 7.6.1, Page 68	An inventory of all hardware and software assets should be maintained and updated periodically	Please confirm, if the inventory of all assets is already available or does it need to be prepared freshly	Please refer to the Hardware and Software BoM.
INFOSYS 127	Volume 1 - Section 10, Page 77	(ii) If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores. (iii) In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.	1. In case of a breach of SLA for availability SLA, how will the penalty be calculated? - Will it be (3% of total quarterly amount payable to SP for a score of 100%) + (10% of total quarterly amount payable to SP for a score of 100%)? Kindly suggest. 2. For penalty calculation, which quarterly payment will be considered? Will it be Quarterly payment of O&M services only? Kindly confirm.	The clause 1(ii) in Sec 10 in RFP Volume 1 is revised as follows - (ii) If service level for any of the first two metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke additional penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores. Note1 - Bidder may note that the above mentioned additional penalty of 3%/1% is in addition to the penalty which may be imposed on the SP as per the SLA score achieved in a quarter. Note2 - Sample calculation for SLA - Maximum credit score which can be obtained by the SP in a quarter = 46 In case, bidder scores 6 marks in SLA3, instead of maximum 10, his
INFOSYS 128	Volume 1 - Section 10, Page 77	In Service Level section, 'Expected Service Level' and 'Lower Service Level' has score defined	What is the significance of this score value? Can you please illustrate it with an example?	Please refer to the above response.
INFOSYS 129	Volume 1 - Section 11, Page 78	A 3rd Party Audit Agency (3PAA) shall be appointed by MEA to review all aspects of the project and certify compliance with RFP before the system is rolled out and declared "Go-Live".	It is assumed that, MEA will borne the expenses of this 3rd Party agency. Kindly confirm.	Yes.

INFOSYS 130	Volume 1 - Section 6, Page 32	Functional Requirements	We request a walkthrough of the current application, its architecture.	To be addressed separately, if need be. Also, eMigrate website may be visited for the additional details and bidders <u>can also understand the solution with</u>
INFOSYS 131	Volume 1 - Section 7.4.1, Page 65	SP shall be responsible for version control of the application files and shall need to update application documentation (SRS, SDD, Users document, SOP, Training document/videos to reflect the current features and functionality of the application.	It is assumed that, all current artifacts maintained by incumbent vendor are up to date. Please confirm.	Present documentation is expected to be up to date. However if any discrepancy is found via a vis to the coding, the same has to be updated by the SP.
INFOSYS 132	Volume 1 - Section 7.4.2.5, Page 66	Change Management	Does MEA already have a tool for change mgmt., asset mgmt., ITSM etc. or does the bidder need to plan for it?	The software BOM is published in this response.
INFOSYS 133	Volume 2 - Section 3.3, Page 13	Cost towards Infrastructure & licenses exclusively procured for MEA shall be paid as follows (a) 50% CAPEX on successful Go-Live, and taxes on complete capex to the tune of 100% (b) 50% equally divided in the 32 equated quarterly instalments	If Infrastructure taken is on Cloud, what will be the payment terms?	Please refer to the response given at INFOSYS101 (ii)
INFOSYS 134	Volume 2 - Section 3.3, Page 13	Payment for all other elements including Opex for the emigrate solution and remaining 25% of the cost elements referred above will be made in equal quarterly instalments (EQI) over the eight years operation and maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in 32 thirty-two equal parts, without any interest or compounding or discounting.	1. Will this include "requirement, design and development" of new application, "Takeover and O&M Support for current application till go live of new core application" and "O&M Support, training of new application" and any Opex expenses? 2. Can you please explain what this 25% payment being referred to?	(i) It shall be for all the cost components mentioned by the bidders in its bid. (ii) Please refer to the response given at CMS15
INFOSYS 135	Volume 2 - Section 4.3, Page 16	The bidder should have been certified for ISO 9001 and SEI CMMi level 3 (or higher) during last one year at the least and the certificate should be valid till 31-03-2021 or later. This should be evidenced by a certificate issued by the respective certifying agencies.	Current CMMI certificate will expire in Dec'2020. It will be renewed in Q2'FY21 end or start of Q3'FY21. We can provide the current CMMI certificate with validity till Dec'2020 and post renewal, we can share revised certificate for validity beyond Dec'2020. Please confirm, if this is fine.	Ok.
INFOSYS 136	Volume 2 - Section 4.4, Page 20	Certification and responsibility of OEMs	It is assumed that representative from OEM will be working from Vendor premises. Please confirm	It shall be as per the arrangment between SP and OEMs.

INFOSYS 137	Volume 2 - Section 5.6, Page 33	Final Composite Score = $T_s * 0.70 + F_n * 0.30$	It is assumed that, actual format has reference to T_n and not T_s i.e. Final Composite Score = $T_n * 0.70 + F_n * 0.30$. Please confirm	T_s should be read as T_n .
INFOSYS 138	Volume 2 - Annex 6, Format F2	Infrastructure Details for eMigrate Project	In 'BOQ_589608.xlsx', which value should be entered in column M? Should we update with "column C" or "column C+ column D" of Format F2?	Please refer to BOQ formats only. Column M is for Basic rate of CAPEX (i.e. without tax). Likewise Column N is for basic rate of Opex (i.e. without tax). Taxes are to be mentioned
INFOSYS 139	Volume 1 - Section 3.13, Page 15	Note: SP shall be responsible for obtaining any statutory approval required for executing any part of his work. MEA may extend possible help in facilitating such approvals.	What are the statutory approvals the bidder need to obtain? Can you please elaborate here?	Any approval which may be required to provide network connectivity or transporting of project equipment from one place to another place including another approval needed
INFOSYS 140	Volume 2,Section 2.1 (Cost of the RFP (Tender) document)	A Bid fee of Rs. 15,000 (Rupees fifteen thousand) shall be remitted to MEA in the form of Demand Draft drawn in favor of Pay and Accounts Officer, Ministry of External Affairs payable at Delhi .	Do we need to submit bid fee along with proposal submission? Will there be any Letter of Authorization (LOA) along with DD? If Yes, then please provide LOA format/text.	Yes. Bid fee and EMD shall be required to be deposited in physical form to the Division before opening of the bids.
INFOSYS 141	Volume 2,Section 4.3 Prequalification n Proposal	(e) The bidder should have successfully completed implementation of at least 2 IT projects (including both supply of bespoke software and hardware) during the last 5 years wherein the value for those projects should be at least Rs. 50 crores. This should be evidenced by a certificate issued by the authorized signatory of the concerned client organization.	We request that MEA should accept declaration from company secretary or authorized signatory as evidence.	Copy of Work Orders/Completion certificates can be provided.
INFOSYS 142	Volume 2,section 6.6 - Warranty & Maintenance	1) The successful bidder shall provide a comprehensive warranty for duration of 8 years, commencing with the date on which the system is declared "Go-Live" as per provisions in this RFP.	We have warranty period up to 90 days, any defects post that period is taken care by O&M manpower or Change Request. Request you to change clauses accordingly.	Please refer to the response given at INFOSYS90
INFOSYS 143	Volume 1, 12.1 - Emigrant Data	The following table depicts the number of emigrant workers granted emigration clearance during the past decade (2010-2019). Apart from emigration clearance data, there are other data related to foreign employers reported, recruiting agents and other users.	Since infrastructure sizing will be based on number of emigrants in next 8 or 10 years. In order to avoid under or overestimate infrastructure sizing, we would like to know estimated number of emigrants in next 8 or 10 years. Please provide. In case there is more than 25% change in the estimated emigrants, we request additional infrastructure should be procured in Change Request manner.	Please refer to the response given at IBM5 and INFOSYS59 (i). To meet any increased requirement the additional hardware shall be procured through Change request.

INFOSYS 144	Volume 2,Format F8: Cost towards issuance of Emigrant Cards in eMigrate Project	3) Card Delivery	In order to provide estimated card delivery cost, we would like to know city/state wise past delivery number/pattern?	There is no estimation at this stage. However bidders may note that most of the emigration takes place from UP, Bihar, West Bengal, Rajasthan, Andhra and Tamil Nadu so the request for emigrant card may come from these states. It may also be possible that large requests come from Mumbai, the place where large number of Recruiting Agents are
INFOSYS 145	Volume 2,Format F3: Infrastructure Details of Hardware for eMigrate Project	Format F3: Infrastructure Details of Hardware for eMigrate Project	Based on the option (onprem or cloud), the infrastructure items will change. We request commercial template should be flexible to change items as per requirement. Please clarify and provide editable commercial BOQ.	BOQ can not be edited once uploaded on the portal. The bidders are required to mention the names of the items supplied, in their technical proposal and provide the appropriate referencing vis a vis with BoQ.
INFOSYS 146	Volume 2,section 6.6 - Warranty & Maintenance	The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.	We can deliver a solution with non-critical defects. We shall rectify all defects during warranty period (suggested to be up to 90 days). And any defect after warranty period, shall be fixed as per Change Request process.	Defect as and when noticed has to be rectified by SP through non chargeable Change Requests.
INFOSYS 147	Volume 2,section 6.6 - Warranty & Maintenance	(v) MEA shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to MEA and within time specified and acceptable to MEA.	We can deliver a solution with non-critical defects. We shall rectify all defects during warranty period (suggested to be up to 90 days). And any defect after warranty period, shall be fixed as per Change Request process.	Please refer to the response given at INFOSYS146.
INFOSYS 148	Volume 2,section 6.6 - Warranty & Maintenance	(vii) During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to MEA.	We shall provide version upgrade related to product (SKU) provided/installed for eMigrate Project to MEA. In case there is completely new product launch and need additional procurement, we should either not procure that or should be procured through change request. Please clarify.	Any additional procurement shall be done via Change Request.
INFOSYS 149	Volume 2,section 2.9 - Consortium and sub-contracting	Subcontracting is not allowed on any other components of this project.	We suggest MEA should allow subcontracting for PVC and some of the components other than business layer, during development of new eMigrate application.	Please refer to the response given at INFOSYS38

INFOSYS 150	Volume 1, 3.3. Taking over eMigrate application & IT Infrastructure from IA	3.3. Taking over eMigrate application & IT Infrastructure from IA	Please share details (role and number) of manpower deployed for existing eMigrate project O&M.	Please refer to the response given at INFOSYS94
INFOSYS 151	Volume 1, 3.4. Design, Development & Testing of Core Application Software	SP shall also be required to interact with the various stakeholders such as officials of PGE/ POE/ Other MEA offices/ Bureau of Immigration, Recruiting Agents, Foreign Employers, State Nodal Officers, NSDC and PDOT Training centers at below given locations for the purpose of finalizing the complete requirements for the development of new core application software: (a) at five PGE/ POE offices (Delhi, Mumbai, Chennai, Hyderabad and Kochi) (b) at four overseas Indian Mission as identified by division	We shall take inputs from all stakeholders mentioned in this section. However this should be done over internet and contact person to be provided by MEA. Any delay caused by the interaction with stakeholders will be informed to MEA and require MEA's intervention to timely complete the milestone.	Ok.
INFOSYS 152	Volume 1, 3.2. Project Timelines	(i) MEA shall have the right to levy penalty on SP of Rs. 2 lakh per week of delay in the milestones marked with (*) in the above table. (ii) Delay and its magnitude shall be assessed by MEA and conveyed to SP for necessary action. (iii) Delay in two or more milestones which do not have a direct consequential relationship shall be treated separately.	Any delay caused due to delay in getting response from stakeholders, should not attract any penalty. If there is any penalty, then deemed acceptance clause (1 week period of deemed acceptance) should be introduced.	Please refer to the response given at CMS17.
INFOSYS 153	Volume 1, section 2.2	Project objectives	What is preferable development location? Can development be done from SP's location?	Please refer to the response given at INFOSYS118.
INFOSYS 154	Volume 1, 3.11.	Operations & Maintenance (O&M)	Can Operations & Maintenance (O&M) team work from SP's location? Or should it be at MEA office?	Please refer to the response given at INFOSYS118.
INFOSYS 155	Volume 1, section 6.3	Insurance Claim facilitation service	We understand that as part of our proposal, we don't need to provide all Insurance Agencies to be integrated with eMigrate portal. We shall use current Insurance Agencies and any new agency to be suggested by MEA. Any integration with new agencies to be completed as part of change request or by O&M manpower.	Integration with any other Insurance Agencies after declaration of Go-Live, shall required to be taken up under non chargeable Change Requests. Presently only 3 Insurance Agencies are integrated, which could be increased upto 6
INFOSYS 156	Volume 1, 6.26	Integration Requirements S.No Functional	Any integration other than mentioned in the list, should be taken care by change request or by O&M phase.	Please refer to the response given at INFOSYS58.

INFOSYS 157	Volume 1, 6.28 Mobile Application	Live Chat	This will be messaging functionality between user and helpdesk. We shall not deploy any chatbot for this. Please clarify.	Yes.
INFOSYS 158	Volume 1, Section7.4.2.8	DC and DR replication shall be required to be done during non-peak hours at every 24 hours for non-critical data. For critical data, the replication shall be needed at every 2 hours. The critical data shall be of those related to the payment transactions done by the users of the core application software. Nonpeak hours are between 10pm to 6am (next morning). DR may be of appropriate sizing not necessary of equal size of DC to enable the continuation of operation of core services in case of non availability of DC for any reason. For running all services at DC, the attachment uploading with EC application approval shall not be required	What is the RTO and RPO that is required? As it is mentioned the lag of Data replication is 2 hours for critical data	Please refer to the response given at INFOSYS63 and 64. RPO and RTO required is 2 hours each.
INFOSYS 159	Volume 1, Section3.2	Completion of takeover of existing eMigrate system by SP & commencement of independent operation of existing system by SP	Please provide the list of Environments(Dev/Test/UAT etc.) of existing eMigrate system.	Please refer to the response given at INFOSYS106
INFOSYS 160	Volume 1, Section3.2	Completion of takeover of existing eMigrate system by SP & commencement of independent operation of existing system by SP	What is the existing Support Model/window for both - Application and Infrastructure? Such as 24x7/16x5 etc.	24X7
INFOSYS 161	Volume 1, Section3.2	Completion of takeover of existing eMigrate system by SP & commencement of independent operation of existing system by SP	What is the database software being used in existing emigrate system and its version?	The software BOM is published in this response.
INFOSYS 162	Volume 1, Section3.2	Completion of takeover of existing eMigrate system by SP & commencement of independent operation of existing system by SP	What method is being used replication between DC and DR databases?	It is SAN based replication.
INFOSYS 163	Volume 1, Section3.2	Completion of takeover of existing eMigrate system by SP & commencement of independent operation of existing system by SP	Any specific Security features implemented at DB level?	To be shared with the SP at the time of requirement gathering.
INFOSYS 164	Volume 1, Section3.2	Completion of takeover of existing eMigrate system by SP & commencement of independent operation of existing system by SP	What is the current size of Existing eMigrate database and growth rate?	Present DB size is 20 TB.
INFOSYS 165	Volume 1, Section3.2	Completion of takeover of existing eMigrate system by SP & commencement of independent operation of existing system by SP	What is the current DB support team size?	2 person

INFOSYS 166	Volume 1, Section3.2	Completion of takeover of existing eMigrate system by SP & commencement of independent operation of existing system by SP	Can you please share the following details: 1. What is the current DB Backup policy ? 2. Backup Type: 3. Frequency? 4. Retention period 5. Tool 6. Backup Media	To be shared with the SP at the time of requirement gathering.
INFOSYS 167	Volume 1, Section3.2	Completion of takeover of existing eMigrate system by SP & commencement of independent operation of existing system by SP	What is frequency of DC-DR switchover drills?	To be shared with the SP at the time of requirement gathering.
INFOSYS 168	Volume 1, Section6.19	System should allow configuration of MIS reports	Does the MIS reporting has separate Database in existing setup? If so how frequently DB is refreshed?	No.
INFOSYS 169	Volume 1 ,Section 3.1, page 11	Taking over the existing eMigrate system: SP shall take over the existing eMigrate application along with the IT Infrastructure from IA and maintain it till the time new core application becomes available to the users with the revamped IT infrastructure.	Please clarify if there are any issues with existing Infrastructure, applications, the downtime or availability of services shall not be applicable to the selected bidder	Please refer to the response given at INFOSYS82.
INFOSYS 170	Volume 1 ,Section 3.1, page 11	Commissioning of Network Connectivity	Please clarify the scope of bidder for commissioning the network connectivity. How many locations, types of links, any hardware like switch, router to be supplied at locations	Please refer to the RFP Clause 5.4.5 (7) for network requirements. Bidder shall also note that in case of ILL bandwidth is to be increased at DC/DR, bidders shall be paid additional amount as per the rate mentioned in its bid for the links
INFOSYS 171	Volume 1 ,section 3.3 , page 12	SP shall be required to take over the existing eMigrate Application Software, related documentation and the IT Infrastructure from the IA.	1. Please confirm that MEA shall facilitate a smooth transition and knowledge transfer from the incumbent IA/SP to the newly selected bidder. This shall be accomplished via detailed roles and responsibilities and RACI matrix 2. Kindly consider providing required information and documentation, so that other bidders will be at same level of incumbent SP, otherwise Incumbent SI will be in advantage situation with classified information available for bidding which is not available to other bidders during bidding process.	The division shall take all necessary efforts to ensure the smooth transition to the SP.

INFOSYS 172	Volume 1 ,Section 3.6 page 14	SP shall be responsible for hosting the new core application software along and the related IT Infrastructure in a collocated facility along with a disaster recovery site, either at a cloud service providers data center or any other DC/ DR setup adhering to the best practices of Tier-2 and above norms of TIA 942 guidelines for setting up DC and DRC. Space for housing the data center and disaster recovery center shall need to be procured/ leased by the SP. SP shall consult the division and/or its designated agency/ group before finalizing the sites for DC and DRC. SP can also choose to retain the same DC/DR set up at the STT data centers are Pune and Bengaluru.	1. We understand from RFP that the bidder can propose a 3rd party DC and DR sites. Please confirm if MEA has any location preference? 2. Under section 9 - Data Center standards TIER-III has been mentioned, this is a contradiction, please clarify this 3. Please clarify if the existing Datacenter are owned by MEA or whether they are 3rd party hosted premises? are the existing DC and DR Tier-2 rated ?	(i) There is no location preference except to that DC and DR should be in different seismic zone and house eMigrate solution in a caged enclosure. (ii) The clause under 'Standards' in Sec 9 of RFP Volume 1 is revised as follows - TIA 942 (Tier II) minimum (iii) Please refer to the response given at INFOSYS88 for further details of present DC and DRC.
INFOSYS 173	Volume 1 ,Section 3.7, page 14	SP shall study the BoM provided at Section 18 of this RFP Volume 1, assess the upgradation/ tech refresh requirement of the same and shall supply all necessary hardware (servers, load balancers, storage systems etc.) and related software for the data center and disaster recovery center and shall also be responsible for commissioning the hardware ready to host the new core application software.	Please clarify if the bidder is free to reuse any existing hardware or software for proposed solution? We understand from RFP that most of equipment may be more than 5 years old and hence extending the AMC/Support contracts with OEM as per RFP requirements may not be feasible.	Bidder is free to use any of existing hardware or software as they are the property of MEA. Regarding AMC, please refer to the response given at CMS8
INFOSYS 174	Volume 1 ,Section 3.7, page 14	The setup shall also include the preproduction, staging and development environment.	Please clarify the sizing for pre-production environments as percentage of Production, Should it be 100% similar to production?	Bidders may plan appropriate sizing not necessarily of 100%.
INFOSYS 175	Volume 1 ,Section 3.8, page 14	SP shall setup a network connecting various stakeholders as specified in the RFP. All locations requiring MPLS connectivity / leased line under the project, has operational links from over fiber from TCL and Airtel Bharti. SP may choose to utilize the same.	Please clarify the scope of work for bidder MPLS / leased line connectivity for the bidder? Please clarify if managed services from Link provider /ISP is expected or is the bidder expected to monitor the links?	please refer to the response given at INFOSYS170. For monitoring requirements, please refer to the SLA section of RFP.

INFOSYS 176	Volume 1 ,Section 3.8, page 14	SP shall setup a network connecting various stakeholders as specified in the RFP. All locations requiring MPLS connectivity / leased line under the project, has operational links from over fiber from TCL and Airtel Bharti. SP may choose to utilize the same.	As per TRAI regulations and GOI regulations, System Integrators are not allowed to resell bandwidth or include it in the proposal or Invoice the services provided by ISPs/NSPs. It is recommended that MEA should opt for a Tripartite agreement and all payments should be handled by MEA directly. The applicable SLAs related to Bandwidth, Link and Network provider shall be owned by respective ISPs. Any penalties arising due to link or bandwidth related issues will be passed to ISPs/NSPs and not to be owned by SP. Kindly consider the same and amend the clauses. This is inline with GoI /Central ministries tenders/contracts	This is a turnkey RFP. Bidders should find appropriate and legal mechanism to charge the division for the services provided, including the Netowrk links/ bandwidth.
INFOSYS 177	Volume 1 ,Section 3.12, page 15	SP shall provide comprehensive warranty for all IT infrastructure (hardware and software) with requisite OEM support, for a period of 8 years from the Go-Live date and for the extended period of 2 years, if granted by the division. The warranty shall also be required to be valid for additional one year at the time of conclusion of the contract and the extended term of two years).	In general the OEM/Vendor support/AMC is governed by the product lifecycle and it varies with each vendor. we understand RFP has asked for total of 8 years with additional 2 years as contract period. During this timeframe, many version change may happen and many OEMs don't hold the price/warranty validity till 8 +2 years. Please relook at the tenure of the contract clause and amend accordingly	Bidders shall require to workout the appropriate solution to support the project for the duration required.
INFOSYS 178	Volume 1 ,section 5.41, page 23	Access to only those application resources would be provided that the user has authority to. The OE & PGE division shall have strategic control on the application and shall control actions and access to resources of all users including privileged users such as application/database administrators. A host-based security solution allowing policy-based control would be deployed for the same. The solution would intercept security-sensitive events in real-time and would evaluate their validity before passing control to the operating system. The solution would enable administrators to only have subsets of 'root'/super user' authority and would thus prevent risk of information/data being misused by the administrators.	As per our understanding the solution should have privileged access management to control access to various systems and services. Please confirm the requirement	RFP requirement are clear for this stage. Bidders should plan for appropriate solution.

INFOSYS 179	Volume-1 ,section 5.4.11, page 31	• System should provide Operating System (OS) security hardening and extra levels of access control to the platform.	we understand that the Solution shall provide OS hardening with virtual patching functionality , please confirm the requirement	Please refer to the response given at INFOSYS178
INFOSYS 180	Volume-1 ,section 5.4.11, page 31	• System should allow controlling of access to all system resources including data files, devices, processes/daemons and audit files.	As per our understanding the solution should have file integrity monitoring or log inspection capability. Please confirm the requirement	Please refer to the response given at INFOSYS178
INFOSYS 181	Volume-1 ,section 5.45, page 25	PoE shall connect to the core application through SD-WAN over internet (in addition to VPN access). The internet shall be provisioned by the office of the POE	1. We understand from RFP that there are 13 POE locations, please confirm all of them shall be in scope for SD-WAN. 2. We understand from RFP that internet links shall be provided by MHA across all POE locations, please confirm	(i) Yes. (ii) Yes. By MEA (not MHA).
INFOSYS 182	Volume-1 ,section 5.45, page 25	The immigration and Passport system shall be connected through dedicated point-to-point connectivity	Kindly provide details of IT and Non-IT equipment installed in all POE locations and branch offices, this information is not provided in the RFP annexure.	The information is not relevant for this RFP.
INFOSYS 183	Volume-1 ,section 5.45, page 25	The networking devices including routers, switches shall be procured with sufficient number of ports for addressing the required bandwidth.	Please clarify if any network equipment like switches, routers at locations, branch offices of MEA are in scope of bidder?	Please refer to the response given at CISCO29 (ii).
INFOSYS 184	Volume-1 ,section 5.45, page 25	The secondary connection between passport/ immigration system with the eMigrate core application for secondary links shall be MPLS	Please share the existing network topology / architecture diagram	Existing solution is same as that of requirement for this particular point.
INFOSYS 185	Volume-1 ,section 5.4.6, page 26	Server clusters shall be implemented in active-active mode	By meaning server cluster we understand this shall be the respective DB/ APP Clusters which shall be active-active as hardware/OS services alone cannot be deployed as active-active configuration, please confirm	Please refer to the response given at IBM1.
INFOSYS 186	Volume-1 ,section 5.4.6, page 26	The vertical scalability in servers in terms of additional processors and RAM will have to be provided for handling future growth in transactions	We understand that bidder may provide a scalable solution to cater for future growth. It can be via vertical scalability or via horizontal scalability approach. please confirm	Please refer to the response given at IBM2.
INFOSYS 187	Volume-1 ,section 5.4.9, page 29	System should allow creation and configuration of various mailboxes (around 10 functional mailbox accounts with minimum mailbox size of 50 MBs)	Please clarify the number of users to be considered for email solution.	Please refer to the response given at CISCO23.

INFOSYS 188	Volume-1 ,section 5.4.11, page 31	System should provide network source controls. It must be able to restrict user login from specific machines / hosts / terminals for network access or physically connected terminals such as dumb terminals. System should provide Operating System (OS) security hardening and extra levels of access control to the platform.	Please clarify the host security requirements for OS hardening? Does this need to be an integral function of tool/solution ? Generally OS hardening is dependent on customer security policy and can be performed via scripts/tools	RFP requirement are clear for this stage. Bidders should plan for appropriate solution.
INFOSYS 189	Volume-1 ,section 7.1, page 61	(vi) SP shall deploy adequate security staff at DC and DRC. (vii) Security staff must be at least 10th pass and have at least 3 years of prior experience in handling security of office/ industrial premises.	Please clarify the requirements for security staff at DC and DR. We understand from RFP the DC, DR sites shall be hosted in a 3rd party site and hence security staff shall not be in scope of bidder	Please refer to the response given at CMS6.
INFOSYS 190	Volume-1 ,section 7.4.2, page 65	Infrastructure management includes overall management and administration of entire IT and Non-IT infrastructure including servers (including server operating system), network components, storage devices, UPS, DG sets, air-conditioners, etc.	As the bidder may propose a 3rd party DC or continue to use the existing DC, DR the non-IT components like UPS, DG, Air conditioning etc. shall be part of facilities provided by DC service provider and not directly owned by bidder. Please clarify	All such facilities proposed to be obtained by bidders from third parties, shall be at the the responsibility of the bidder/ SP and SP shall be solely responsible to meet the SLA requirements of the project.
INFOSYS 191	Volume-1 ,section 7.4.2.8, page 65	DC and DR replication shall be required to be done during non-peak hours at every 24 hours for non-critical data. For critical data, the replication shall be needed at every 2 hours. The critical data shall be of those related to the payment transactions done by the users of the core application software. Nonpeak hours are between 10pm to 6am (next morning). DR may be of appropriate sizing not necessary of equal size of DC< to enable the continuation of operation of core services in case of non availability of DC for any reason. For running all services at DC, the attachment uploading with EC application approval shall not be required	1. Please clarify the desired RPO and RTO values. 2. What is the existing replication bandwidth between DC and DR	Please refer to the response given at INFOSYS158.
INFOSYS 192	Volume-1 ,section 7.4.2.9, page 66	Security management to be facilitated from the NOC setup at Akbar Bhavan, Chanakyapuri	Please clarify how many seats needs to be considered by bidder for NOC facility.	Upto 5 seats may be provisioned by the SP at Akbar Bhawan for this purpose.

INFOSYS 193	Volume-1 ,section 7.6.1, page 68	An inventory of all hardware and software assets should be maintained and updated periodically	Please clarify if bidder needs to propose an asset management solution.	Bidder may refer to the software BoM to see if any of its solution requirement can be met by existing software licenses or can propose its
INFOSYS 194	Volume-1 ,section 9, page 72	TIA 942 (Tier III) minimum In case of Cloud, the offer should be from any of the Government empaneled Cloud Service providers under the guidelines of MEITY as on date of submission of the bid	We understand from RFP that bidder may choose to host the proposed solution on-premise in a 3rd party DC and DR or choose a cloud service provider meeting the MEITY guidelines. Please confirm this and specify if MEA has any preference for type of cloud like public, virtual private cloud etc.? Any guidelines for geolocation of data etc.	Please refer to the response given at CMS28.
INFOSYS 195	Volume-1 ,section 14, page 84 to 121	existing deployed infrastructure - hardware and software	Please provide the details for the existing Software support subscription/AMC status	Please refer to the response given at CMS8.
INFOSYS 196	Volume-1 ,section 14, page 84 to 121	existing deployed infrastructure - hardware and software	Please provide the details of existing SAN storage utilization reports.	It shall be shared at the stage of requirement gathering or takeover.
INFOSYS 197	Volume-1 ,section 14, page 84 to 121	existing deployed infrastructure - hardware and software	Please provide the details of existing DB size	20 TB.
INFOSYS 198	Volume-1 ,section 14, page 84 to 121	existing deployed infrastructure - hardware and software	Please provide the details of existing Data change rate / replication bandwidth	Please refer to the response given at INFOSYS196.
INFOSYS 199	Volume-1 ,section 14, page 84 to 121	existing deployed infrastructure - hardware and software	Please provide the details of existing server utilization report of key systems - DB, APP etc.	Please refer to the response given at INFOSYS196.
INFOSYS 200	Volume-1 ,section 14, page 84 to 121	existing deployed infrastructure - hardware and software	Please provide the existing hardware AMC / Warranty status	Please refer to the response given at CMS8.
INFOSYS 201	Volume-1 ,section 6.16	Feedback submitted in the system should be forwarded to the concerned users for initial examination. Helpline/Helpdesk users shall ensure to forward the feedback received by them to the concerned team/department	Please clarify if there is an existing Toll free number for Helpdesk? The bidder to propose a toll free helpline as part of overall solution	Toll Free and other contact numbers are already in use. Bidders need not to factor for that.
INFOSYS 202	Volume 1, Section 3	Scope for bidder	Please clarify the scope of Non-IT hardware for bidder like supply, install and maintenance of desktops, laptops, printers etc.	There is no requirements for such items indicated for the use of MEA officials. However bidder shall need to factor it for its own employees for

INFOSYS 203	Volume 1, Section 3	Scope for bidder	Please clarify the scope of bidder for supply, installation and maintenance of non-IT infrastructure at locations, branch offices	There is no requirements for such items indicated for the use of MEA officials. Bidder shall only need to maintain the SDWAN related infrastructure at POE offices and other network related infrastructure for <u>each of the location mentioned in RFP</u>
INFOSYS 204	Volume 1, Section 5	existing system - design and architecture details	Kindly provide or give access to the below mentioned documents related to existing environment of e-migrate 1.0. 1. Deployment Architecture 2. Technical Architecture 3. WAN Architecture 4. Network and Security Architecture 5. Server and Storage Architecture	It shall be provided to the successful bidder.
INFOSYS 205	Volume1, Section 5.4.7, Page 29	All transactions conducted on the network shall be encrypted using SSL including passport details. Industry standard/ IT Act compliant encryption techniques/ technology shall be used for this purpose.	Please clarify the whether the procurement or renewal of SSL certificate is under scope of bidder ?	Yes.
INFOSYS 206	Volume-1 ,section 4.1 Responsibility Matrix	vi. Procurement and setup of client-end hardware, software and LAN	we understand from RFP the procurement has been removed from RACI for bidder. Kindly clarify the scope of supply/procurement for bidder - in terms of infrastructure, software licenses, non-IT infra like desktops, printers etc. . Also the RFP has asked the bidder to ensure comprehensive warranty for infrastructure however if procurement is not in scope of bidder. Please clarify the scope	Client side H/S, S/W, LAN etc. are not in the scope of SP.
INFOSYS 207	Volume-1 ,section 4.1 Responsibility Matrix	Certification of the eMigrate application and infrastructure prior to go-live	please clarify the certification details which needs to done by bidder before go-live	Third party Audit and certification is required for declaring the Go-Live. After Go-Live, the Division may also opt for ISO27001 on its own cost, as <u>an when necessary</u> .
INFOSYS 208	Volume-1 ,section 4.1 Responsibility Matrix	Ownership of all IT infrastructure, eMigrate application, system software and all related components	we understand from RFP RACI matrix that ownership for all IT Infrastructure, applications and software indicated with MEA department. Please clarify the ownership for bidder during pre-go live implementation and post go-live support/warranty phase. Also in case the solution is based on cloud the Cloud Service Provider shall be the owner of all IT Infrastructure and associated services. Please clarify and consider to amend this clause accordingly	At all stages, the ownership of all components of the project shall required to remain with the Division.

INFOSYS 209	Volume2, section-3.3, payment terms for IA	Cost towards Infrastructure & licenses exclusively procured for MEA shall be paid as follows (a) 50% CAPEX on successful Go-Live, and taxes on complete capex to the tune of 100% Payment for all other elements including Opex for the emigrate solution and remaining 25% of the cost elements referred above will be made in equal quarterly instalments (EQI) over the eight years operation and maintenance period at the end of every quarter after the project Go-Live date.	we understand from the RFP that bidder can propose an on-premise or a cloud based solution. Since the cloud based solution shall be having pay as you go model and the payment terms shall be different with each CSP, we suggest that the RFP payment terms may be fine tuned for Cloud Services . Please consider to update terms	RFP clause remains unchanged.
INFOSYS 210	BOQ_589608.xlsx	Total cost for Manpower to be deployed including the mandatory personnel mentioned in RFP	In which field, should we enter the commercials for 1. Takeover and O&M Support of existing application 2. Requirement, design and development of New Application 3. O&M Support for new core application 4. Opex expenses of Infrastructure components	Bidders may choose any of the relevant section in the BOQ
INFOSYS 211	Volume 1 - Section 6.29.5, Page 56	Integration with PBBY Agencies for online purchase of PBBY policy for emigrants	Providing the interface to PBBY policy for claim status, apply for policy, integration with PBBY agency is part of the scope. Identifying insurance service provider, underwriting of it and other insurance related features are out of scope for the current RFP and will be handled by MEA. Please clarify	Yes the understanding of the bidder is correct.
INFOSYS 212	Volume 1 - Section 3.10, Page 15	Issuance of Emigrants' Cards	1. Can you please suggest if the incumbent vendor used for Emigrants card? 2. In Commercial format i.e. BOQ_589608.xlsx, quote for 4 lacs card is sought. Can we get a view of number of cards getting printed in last 5-6 years?	i) Division is not aware of the vendor. SP may choose his own vendor ii) Please refer to the response given at INFOSYS70.
INFOSYS 213	Volume 1 - Section 3.10, Page 15	The emigrants' cards shall need to be couriered by the SP with acknowledgement facility to the mailing address given in EC application	Will this courier be domestic or will it involve international courier as well?	Domestic only. Please also refer to the response given at INFOSYS144.
INFOSYS 214	Volume 1 - Section Annex 6, Page 49	Format F2	Will "Total Cost (A1)" be sum of "Cost per Unit (OEM)" and "Cost per unit (SP)"? Can you Please explain the terms - "Cost per Unit (OEM)" and "Cost per unit (SP)"?	(i) Yes. (ii) the cost of OEM is the cost offered by the OEM to bidder and the cost of SP is the markup, if any added by the bidder on the cost offered by the OEM. Since in online BOQ this breakup of the cost can not be submitted, it shall be required to be submitted in the hard copy of the financial to be submitted on the day of opening of

INFOSYS 215	Volume 1 - Section Annex 6, Page 49	Format F2	What does the term "Operations & Maintenance for 8 years" signify in this table?	The cost is taken for 8 years period.
INFOSYS 216	Volume 1 - Section Annex 6, Page 49	Format F5: Network Connectivity for eMigrate Project	Where will these values be mentioned in commercial excel document i.e. "BOQ_589608"? Will it be covered in Item1, Item2, Item3....?	Yes in the section 4 of the BoQ.
INFOSYS 217	Volume 1 - Section Annex 6, Page 49	Format F2, F3	Both Formats F2, F3 has a row for Other components. Where will these values be mentioned in commercial excel document i.e. "BOQ_589608"? Will it be covered in Other1, Other2, Other3....? How will this be differentiated if it is part of Format F2 or F3?	The various items proposed by the bidders are required to be mentioned in the Technical proposal as well as per the instructions given at 4.4 (m) on page 18 of RFP Volume 2.
INFOSYS 218	Volume 1, Section 14	14 Existing Deployed Infrastructure – Hardware & Software	Request you to provide the End of Support (EOS) and End of Life (EOL) information for the existing inventory as listed from page 84 to 121.	Bidders need to contact the OEM for this information.
INFOSYS 219	Volume 1, Section 14	14 Existing Deployed Infrastructure – Hardware & Software	Request you to provide the current support status for the inventory listed from page 84 to 121.	Please refer to the response given at CMS8.
INFOSYS 220	Volume 1, Section 7 Sub section 7.1, item vi	vi) SP shall deploy adequate security staff at DC and DRC.	Typically the Datacenter Facility provider takes care of the physical security. Is it expected to staff over and above the Security provisions by the Service provider? Further, any such deployment will be dependent on agreement with the service provider. Please confirm.	Please refer to the response given at CMS6.
INFOSYS 221	Volume 1, Section 7 Sub section 7.4.2	Infrastructure management includes overall management and administration of entire IT and Non-IT infrastructure including servers (including server operating system), network components, storage devices, UPS, DG sets, air-conditioners, etc.	It is considered that as part of the scope SP is to Supply and install Server side IT infrastructure and provision connectivity. Please elaborate on the non-IT infrastructure requirements. Typically the Datacenter Services provider maintains the Non-IT infrastructure.	Managing all data center related non-IT infrastructure side requirements shall also be the responsibility of the SP for meeting the SLAs.
INFOSYS 222	Volume 1, Section 7 Sub section 7.4.2.9	Security management to be facilitated from the NOC setup at Akbar Bhavan, Chanakyapuri	Please confirm that working space for Setting up of NOC will be provided by MEA. Please specify number of seats for NOC. The scope of the SP is to staff the NOC.	Please refer to the response given at INFOSYS192. SP shall require to operate the security related operations from the place mentioned for which staff and desktops/ laptops needed for the operation is needed to
INFOSYS 223	Volume 1, Section 3.1	Taking over the existing eMigrate system: SP shall take over the existing eMigrate application along with the IT Infrastructure from IA and maintain it till the time new core application becomes available to the users with the revamped IT infrastructure.	The details of the HW Infra has been provided in the Tender document. 1. Can you please provide the validity date of warranty for each of those components ? 2. Can you please provide the list of all the SW and details of the respective Licenses currently owned under this project and what is the validity date of ongoing support of those	Please refer to the response given at CMS8. The software BOM is published in this response.
INFOSYS 224	Volume 1, Section 3.1 (i)	Current system	Can you please provide application architecture, Integration Architecture and tech stack for current system?	The software BOM is published in this response. Please also refer to the response given at INFOSYS204.

INFOSYS 225	Volume 1, Section 3.2 - Project Timelines	Table of Milestones	Please revisit the timelines of the following milestone: 1. Deployment of Resources: T+1 weeks seems to be insufficient. Please allow T+4. 2. Takeover of SLA - T+4 weeks seems to be insufficient. Please allow T+8 3. Takeover of eMigrate Production System: T+6 seems to be insufficient. Please allow till T+12 4. New Core application software development: There is only a period of 10-12 weeks after SRS Finalization / Submission, which might be insufficient to complete the entire development along with Integration Testing. Please allow till T+38, which will be 18-20 weeks after SRS Finalization / Submission. 5. Based on the above considerations, please update the other milestones accordingly.	Timelines shall remain unchanged.
INFOSYS 226	Volume 1, Section 3.2 & 3.4	Roll out of new application	Roll out of new application is mentioned at T+38 weeks, where as in section 3.4(iii) it is mentioned that phase wise go-live. Does this consider go-live for all services at T+38 or only for critical services? If yes than can we have list of critical services available and list in phase wise list of services	Go-live means making all modules live post 3PAA audit and certification. Phase wise roll out of any module shall be prior to the Go-live on the basis of the need of the division.
INFOSYS 227	Volume 1, Section 3.3.ii	SP shall also need to update the documentation wherever it found to be required.	Request you to please change it as: SP shall bring to the notice of department about any missing documents or gaps in the existing documents. Department will get the document(s) updated from IA.	RFP clause remains unchanged.
INFOSYS 228	Volume 1, Section 3.4.i	...for the purpose of finalizing the complete requirements for the development of new core application software: (a) at five PGE/ POE offices (Delhi, Mumbai, Chennai, Hyderabad and Kochi) (b) at four overseas Indian Mission as identified by division	Can we assume that the interaction / discussions with the officers at the Overseas Indian mission will be through Virtual meetings / Video Conferencing ? Please confirm.	Please refer to the response given at CMS1.
INFOSYS 229	Volume 1, Section 3.5	Migration of Legacy data	Can you please share the below details: 1. No. of documents to be migrated ? 2. Avg. no. of documents per Application ? 3. Types of documents ?	Size of the data to be migrated is specified. Exact numbers can only be estimated at the time of the activities. However for the sake of understanding, there could be 2 documents per EC application to be migrated and for other types of application there could be approximately 6 documents. EC application data to be migrated for one year only for approximately around 4 lakh applications. Numbers

INFOSYS 230	Volume 1, Section 3.5 & 8	Migration of Legacy data	Which are the different databases and technologies used in current system which are to be migrated?	Please refer to the response given at INFOSYS204.
INFOSYS 231	Volume 1, Section 3.6	SP shall be responsible for hosting the new core application software along and the related IT Infrastructure in a collocated facility along with a disaster recovery site, either at a cloud service providers data center or any other DC/ DR setup....	Can you please clarify the requirement - ".. In a collocated facility along with Disaster recovery site.." ?	Please refer to the response given at INFOSYS172.
INFOSYS 232	Volume 1, Section 3.6	SP shall be responsible for hosting the new core application software along and the related IT Infrastructure in a collocated facility along with a disaster recovery site, either at a cloud service providers data center or any other DC/ DR setup....	Can you please confirm if we can go with Public Cloud Service providers (e.g.. AWS, Azure etc.) ?	Please refer to the response given at CMS28.
INFOSYS 233	Volume 1, Section 3.6	. Space for housing the data center and disaster recovery center shall need to be procured/ leased by the SP.	What should be the total Lease period ?	It should be for the whole duration of the project.
INFOSYS 234	Volume 1, Section 3.12	SP shall provide comprehensive warranty for all IT infrastructure (hardware and software) with requisite OEM support, for a period of 8 years from the Go-Live date and for the extended period of 2 years, if granted by the division	Can we assume - Comprehensive Warranty for 8 Years is expected only for the COTS Products and Physical HW. Customizations / bespoke development will be outside this. Please confirm ? Also please confirm the warranty support duration for the Customizations / bespoke development.	Query repeated.
INFOSYS 235	Volume 1, Section 3.12	The warranty shall also be required to be valid for additional one year at the time of conclusion of the contract and the extended term of two years).	Maximum expected duration of warranty is 8 Years + 2 Years. Please confirm ?	8+2+1 from the date of Go-live.
INFOSYS 236	Volume 1, Section 5.2	MIS reports	What is the existing MIS reporting system/tool used ?	Reports are designed and developed in eMigrate application by the IA
INFOSYS 237	Volume 1, Section 5.2	PBSK helpline, helpdesk	what is the helpdesk system used in current system?	Please refer to the response given at INFOSYS123.
INFOSYS 238	Volume 1, Section 5.3	Gateways	Can you elaborate on XML gateway	Application required to be XML compliant and gateways shall be needed for various integration.
INFOSYS 239	Volume 1, Section 5.3	Gateways	Which are gateway products used for XML gateway, SMS gateway and SMTP gateway in current system? What is the role of XML gateway in current system?	Please refer to the response given at CMS20.
INFOSYS 240	Volume 1, Section 5.3	Gateways	We are assuming that you already have SMS Gateway product and that be retain in new system as well. Please confirm.	Please refer to the Hardware and software BoM for confirmation of any existing hardware or software details.

INFOSYS 241	Volume 1, Section 6.27	Multi-lingual support	Do we need to go-live with both Hindi and English language same time or one after the other? We are assuming that all the static content will be in both Hindi and English. All the dynamic and transactional content will be in English only. Please confirm.	Completing all functional and technical requirements are prerequisites for the declaration of Go-Live, until or unless agreed by the Division at any stage. Please refer to the requirement for dynamic and transactional content given in 6.27
INFOSYS 242	Volume 1, Section 6.28.3	The eMigrate mobile app should support all platforms like Android, iOS etc.	Can we assume that the mobile app should support Android and iOS only. Please confirm ?	Yes.
INFOSYS 243	Volume 1, Section 6.28 (8)	Mobile App	List of features listed for mobile in this section, is this complete list or can it vary?	At the requirement stage there could be some minor modifications in the features.
INFOSYS 244	Volume 1, Section 12.1	Emigrant data	Peak load is mentioned as 400 concurrent users. Does it mean 400 user sessions active or 400 user hits?	400 active user sessions .
INFOSYS 245	Volume 2, 3.3 Terms of Payment for IA	The project shall follow a government-financed model wherein SP will be required to finance all the expenses, capital and operational, related to their scope of work in this project. MEA shall pay them back all the above expenditure subject to certain terms and conditions described below: (i) The entire cost of design, development, implementation, operation and maintenance of the eMigrate project shall be borne by the SP.(ii) IA would be paid by MEA for the above expenditure strictly as per the rates and amounts quoted by the IA in their commercial proposal and agreed by the MEA.(iii) No payment shall be made before the project is declared Go-Live as prescribed in this RFP. (iv) Cost towards Infrastructure & licenses exclusively procured for MEA shall be paid as follows(a) 50% CAPEX on successful Go-Live, and taxes on complete capex to the tune of 100%.(b) 50% equally divided in the 32 equated quarterly instalments	It is proposed to have better payment terms. 100% for Hardware and Software on Delivery and Acceptance and implementation efforts on milestone basis.	RFP clause remains unchanged
INFOSYS 246	Volume 3, Section 5: 5.1 Article 5 : Breach, Rectification and Termination	i)1. Seven days notice for curing such Breach	Request to change the cure period to 30 days	RFP clause remains unchanged

INFOSYS 247	Volume 3, Section 5: 5.1 Article 5 : Breach, Rectification and Termination	ii)Because time is the essence of the contract	Request to remove this clause	RFP clause remains unchanged
INFOSYS 248	Volume 1, section 11 Acceptance Testing, Audit & Certification	Non-functional review	We request to provide all non-functional requirements.	Non functional requirements pertain to the technical requirements and other requirements given in the RFP.
INFOSYS 249	Volume 2, Section 2.3	Last Date of Submission of Bids, Date - 02-07-2020	Response to pre bid queries is planned by 25th June. We shall need 4 weeks extension on current bid submission date of 02-07-2020	It shall be addressed separately.
INFOSYS 250	Volume 2, Format F8	Cost towards issuance of Emigrant Cards in eMigrate Project	What does 'Cost per person' signify?	It should be read as cost per card.
INFOSYS 251	Volume 2, Format F2, F3, F4	Cost per Unit (OEM)	What does 'Cost per Unit (OEM)' signify? Is this the cost provided by OEM to the bidder? Since this will be internal to bidder, it is requested to remove this column	Please refer to the response given at INFOSYS214.
INFOSYS 252	Volume 2, Format F2, F3, F4	Infrastructure Details	If the Infra component provided is on premise or Cloud, how should the bidder update the commercial in Format tables as well as Commercial proposal? Cloud costing can be per usage basis and no of units need to be pre-defined to compare the commercials for all the bidders	Please devise the appropriate way to fill your costing in the BoQ given. No. of units of various items. can be mentioned in the technical proposal as per the instruction given at RFP VOL 2, 4.4 (ii) m.
INFOSYS 253	Volume 2, Format F2, F3, F4	Apart from metadata, data related to RA registration and renewal application along with the attachments and EC data of last one year along with attachments of approximate size of 2 TB shall also be required to be migrated.	We assume that we need to estimate total data migration to new eMigrate portal as 2.5 TB. Please let us know if it is more than that.	The understanding is correct.
INFOSYS 254	Volume 1, Section 3.6	Setting up of Data Center & Disaster Recovery Center	What all type of Operations / logistics costs does the bidder need to bear for the data centers apart?	Bidder shall require to identify this.
INFOSYS 255	Volume 2, Section 2.6	Hosting of core application software and related software can be done at a third-party facility. Subcontracting is not allowed on any other components of this project.	Bidder will need services of subcontracting agencies for non-technical deliveries e.g. PVC Cards, its delivery, DC, DR support. Request your approval for considering subcontracting for non-technical deliverables	Subcontracting is permitted for the items identified in various pre-bid queries.

<p>INFOSYS 256</p>	<p>Volume 3 - SCHEDULE II EXIT MANAGEMENT SCHEDULE 2.5 Employees</p>	<p>Promptly on reasonable request at any time during the exit management period, the Service Provider shall, subject to applicable laws, restraints and regulations including in particular those relating to privacy provide to the MEA a list of all employees with job titles of the Service Provider dedicated to providing the services at the commencement of the exit management period; b. To the extent that any Transfer Regulation does not apply to any employee of the SP, MEA or its Replacement Service Provider may make an offer of employment or contract for services to such employee of the Service Provider and the Service Provider shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the MEA or Replacement Implementation agency.</p>	<p>We request to change the clause as per - "Non solicitation: Except as otherwise expressly agreed to by SP in writing, during the period of their involvement with the provision of the Services and a further period of one (1) year thereafter, both parties agree not to directly or indirectly or through third parties solicit or hire for employment any of other party's current or previous employees"</p>	<p>RFP clause remains unchanged.</p>
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INFOSYS 257	Volume 3, Section 6.4 Force Majeure	<p>c. (i) If the Service Provider does not resume normal activities immediately or within the extended period, if any, granted by the Project Director, MEA, the Project Director, MEA will have the option to levy penalties of Rupees One lakh per day of delay, invoke the Performance Guarantee, obtain substitute performance from an alternate agency at the cost of Service Provider and/or terminate this Agreement.</p> <p>c. (ii) Post commencement of operations: If Force Majeure had occurred post commencement of operations i.e. post "Go-Live", then upon its coming to an end, the Service Provider shall resume normal services under this agreement immediately. The Project Director, MEA, if he considers it necessary, may grant an extension of time to the Service Provider for resuming normal services under this agreement. However, the Project Director, MEA will deduct for each day of the extension period 1% of the EQI payable to the SP for SLA score of 100% from the next actual amount payable to the SP. If normal services are not resumed immediately or within the extended time, the Project Director, MEA, will have the option to invoke the Performance Guarantee and/or terminate the Agreement.</p>	<p>We request to change the clause as -</p> <p>2. Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform its obligations under this Agreement or any Work Order/SOW issued hereunder as a result of natural disasters, pandemics, terrorist activities, government sanctions, economic sanctions, trade sanctions, embargo, actions or decrees of governmental bodies, or communication line failures, in each case, that are not the fault of the affected Party, or any other delay or failure which arises from causes beyond a Party's reasonable control (hereafter referred to as a "Force Majeure Event").</p> <p>A Party affected by the Force Majeure Event shall notify as soon as practicable the other Party of the occurrence of such event and subsequent restoration of normal conditions. Upon notification of the occurrence of the Force Majeure Event by the affected Party, the performance of the Services shall be considered suspended until the notification of restoration of normal conditions or if the achievement of the objectives of the Agreement is no longer possible at all or not to a satisfactory degree, until the parties' decision to terminate the Agreement.</p> <p>In the event a Force Majeure Event shall have occurred and be continuing for ninety (90) consecutive days, the Party not suffering such Force Majeure Event shall be entitled to terminate this Agreement or the relevant Work Order, effective immediately upon written notice to the Party suffering such Force Majeure Event.</p> <p>Notwithstanding anything hereinabove to the contrary, in the event a Force Majeure event relating to government sanctions, economic sanctions, trade sanctions, embargo, actions or decrees of governmental bodies occur, either Party may by giving written notice to the other Party have the right to terminate this Agreement with immediate effect. A Force Majeure Event shall neither relieve Customer of its payment obligations for</p>	RFP clause remains unchanged.
INFOSYS 258	Volume 1, Section 3.2 project Timelines	(xxii) Stakeholder Training - T+42Weeks (xxiii) Development of training material (CBTs, workshop presentations) - T+42Weeks	Are the trainings required one-time at T+42 or even post Go-Live during O&M phase.	Trainings are one time prior to go-live and also as per the requirements mentioned at INFOSYS62.
INFOSYS 259	Volume 1, Section 7.3 Change Management Requirements	4. SP shall facilitate conducting of leadership alignment workshops	How many leadership alignment workshops have to be conducted?	One.

INFOSYS 260	Volume 1, Section 7.3 Change Management Requirements	5. (i) - Basic computer skills	Pls share the scope for Basic Computer Skills. Is it training on MS Word, Power Point, Excel, Outlook?	Basic operations of the computer.
INFOSYS 261	Volume 1, Section 7.3 Change Management Requirements	5. (i) - Basic computer skills	Is a one day training once enough for this training requirements	One session for 2-3 hours, if needed.
INFOSYS 262	Volume 1, Section 7.3 Change Management Requirements	6. SP shall conduct the following trainings for various stakeholders such as PoE users, PGE users, IM users as per requirement through various formats such as CBTs and webinars.	Pls suggest number of Learning Hours for which CBTs are to be created?	This has to be assessed by the SP.
INFOSYS 263	Volume 1, Section 7.3 Change Management Requirements	6. SP shall conduct the following trainings for various stakeholders such as PoE users, PGE users, IM users as per requirement through various formats such as CBTs and webinars.	Is there a Learning Management System (LMS) available on which CBTs will be hosted?	Either it can be made part of CMS or bidder may propose appropriate solution.
INFOSYS 264	Volume 1, Section 7.3 Change Management Requirements	6. SP shall conduct the following trainings for various stakeholders such as PoE users, PGE users, IM users as per requirement through various formats such as CBTs and webinars.	Can we assume CBTs will be required in English language only and NOT in Hindi or vernacular language?	Yes
INFOSYS 265	Volume 1, Section 7.3 Change Management Requirements	6. SP shall conduct the following trainings for various stakeholders such as PoE users, PGE users, IM users as per requirement through various formats such as CBTs and webinars.	How will webinars be conducted? Is there a platform that MEA already has?	SP shall provide the web based platform. It could be any unlicense software available for free.
INFOSYS 266	Volume 1, Section 7.3 Change Management Requirements	5. SP shall conduct the following trainings for various stakeholders: Locations Training Type Type of Trainees	Will training logistics like classroom, projector, Internet, computer/laptop for participants, LAN cables, plug points be made available OE&PGE Division	Please refer to the response at CMS24.
INFOSYS 267	Volume 1, Section 7.3 Change Management Requirements	5. SP shall conduct the following trainings for various stakeholders: Locations Training Type Type of Trainees	Can we assume training material will be created in English language only.	Yes

INFOSYS 268	Volume 1, Section 7.3 Change Management Requirements	5. SP shall conduct the following trainings for various stakeholders: Locations Training Type Type of Trainees	Can we assume training delivery by trainer will be in English language only.	Yes
INFOSYS 269	Volume 1, Section 7.3 Change Management Requirements	5. SP shall conduct the following trainings for various stakeholders: Locations Training Type Type of Trainees	what is the batch size for classroom training?	SP shall assess this based on the number of trainees for each types of users.
INFOSYS 270	Volume 1, 3.4. Design, Development & Testing of Core Application Software	3.4. Design, Development & Testing of Core Application Software	Please clarify if any API's will be applicable to be tested?	Complete solution is required to be tested.
INFOSYS 271	Volume 1, 3.4. Design, Development & Testing of Core Application Software	3.4. Design, Development & Testing of Core Application Software	Please clarify if mobile testing is required?	Complete solution is required to be tested.
INFOSYS 272	Volume 1, 3.4. Design, Development & Testing of Core Application Software	3.4. Design, Development & Testing of Core Application Software	Please clarify if automation of UI forms through Selenium is required?	Bidders shall propose appropriate tools for the solution proposed.
INFOSYS 273	Volume 1, 3.4. Design, Development & Testing of Core Application Software	3.4. Design, Development & Testing of Core Application Software	Please clarify if performance testing on Reliability & load to be verified?	Yes
INFOSYS 274	Volume 1, 3.4. Design, Development & Testing of Core Application Software	3.4. Design, Development & Testing of Core Application Software	We request to share previous SRS and current document to be implemented as this is useful to propose new enhanced eMigrate system.	The details will be shared with the successful bidder

INFOSYS 275	Volume 1, 3.4. Design, Development & Testing of Core Application Software	3.4. Design, Development & Testing of Core Application Software	We request to share business Rules list of existing application and expected new system.	The details will be shared with the successful bidder
INFOSYS 276	Volume 1 Section 14	Existing Deployed Infrastructure	Can you please provide current deployment architecture diagram?	The details will be shared with the successful bidder
INFOSYS 277	Volume 1 Section 12.1	Emigrant data	What is the expected growth of emigrant data year on year basis for next 8 years?	It cannot be predicted at this stage
INFOSYS 278	Volume 1 Section 6.27 (iii)	Content Management System (CMS) for official users to upload various document	what are the different types of documents expected to be upload, average and maximum size?	It should be PDF document for training material, SOPs, office orders etc.
INFOSYS 279	Volume 1 Section 5.4.4 (10)	Scalability - A scalable system is expected to handle increasing number of request without adversely effecting response time and throughput of the system.	What is the expected number of request in next 8 years?	The increase in numbers shall be communicated at appropriate stages during the project and the hardware shall be augmented through a Change request, if required.
INFOSYS 280	Volume-1 ,5.4.5 ,Page No. 25 /Network Links & Bandwidth Requirements	17All POE Offices (13 locations)SDWAN2 Mbps	We understand that bidder has to propose SDWAN Routers solution to connect these POE locations with 2Mbps redundant Internet Links .Kindly confirm.	Please refer to the response at CISCO4.
INFOSYS 281	Volume-1 ,5.1 ,Page No. 15	5.1Solution Architecture	Detailed existing Data Center Architecture along with all applications environments (Ex. Application ,Development , Production etc) are missing in the RFP. Kindly share the complete details.	The software BOM is published in this response.
INFOSYS 282	Volume 1 5.4.7, Security Requirement, Infrastructure Level Security 3.1	The application infrastructure should be hosted in a Demilitarized Zone (DMZ) set up by using firewall	What is the throughput to be considered for the firewall	Bidder has to design the solution as per the required SLA.
INFOSYS 283	Volume 1 5.4.9, Email Services, Functional Requirement.	Additional Point	Kindly specify the number of mailbox for appropriate sizing.	Please refer to the response at CISCO23.
INFOSYS 284	Volume-1 ,14 ,Page No. 84	POE Locations and PGE Locations Infrastructure	Please clarify LAN/WLAN/Security at remote locations is not in the scope of the bidder. Pls clarify	Security of all devices setup/maintained by the SP shall be the responsibility of the SP.

Larsen and Toubro Infotech Limited.	LTI1	Volume 2 ; Page No 29, Section 5.6 Opening and Evaluation of Technical Proposals	Past Experience in e-Governance Project (10 years) 5 or more e-Governance projects worth at least Rs. 100 Crores out of which at least 3 has been completed and 2 or more are in progress - 4 Marks 4 e-Governance Projects worth Rs. 100 crores each out of which at least 2 has been completed and 2 is in progress - 3 Marks 3 e-Governance Projects worth Rs. 100 Crores each out of which at least 2 has been completed and 1 is in progress - 2 Marks 2 e-Governance Projects worth Rs. 100 Crores each out of which at least 1 has been completed and 1 is in progress - 1 Marks Less than 2 e-Governance Project completed worth Rs. 100 crores - 0	We request you to please change this clause as : Past Experience in e-Governance Project (10 years) 5 or more e-Governance projects worth at least Rs. 100 Crores out of which at least 2 3 has been completed and 2 3 or more are in progress - 4 Marks 4 e-Governance Projects worth Rs. 100 crores each out of which at least 2 has been completed and 2 is in progress - 3 Marks 3 e-Governance Projects worth Rs. 100 Crores each out of which at least 2 has been completed and 1 is in progress - 2 Marks 2 e-Governance Projects worth Rs. 100 Crores each out of which at least 1 has been completed and 1 is in progress - 1 Marks Less than 2 e-Governance Project completed worth Rs. 100 crores - 0	Revised clause may be seen at CMS12.
	LTI2	Volume 2 ; Page No 29, Section 5.6 Opening and Evaluation of Technical Proposals	Past Experience in IT Turnkey Project (3 years) 3 projects Four projects each worth more than Rs.200 crores & cumulative Rs.1000 crores Three projects each worth more than Rs.300 crores & cumulative Rs.1000 crores One project worth Rs. 1000 crores in last 3 years or two projects each worth more than Rs.500 crores & cumulative Rs.1000 crores	Please change this clause as : Past Experience in IT Turnkey Project (3 years) 3 projects and the project status should be completed / In progress Four projects each worth more than Rs.200 crores & cumulative Rs.1000 crores Three projects each worth more than Rs.300 crores & cumulative Rs.1000 crores One project worth Rs. 1000 crores in last 3 years or two projects each worth more than Rs.500 crores & cumulative Rs.1000 crores	Both types of project (completed or in-progress) will be considered
	LTI3	Volume 2 ; Page No 32, Section 5.6 - > S.No 8 Opening and Evaluation of Technical Proposals	CMMi in Software Development SEI CMMi in Software development (5) - 3 Marks SEI CMMi in Software development (4) - 2 Marks SEI CMMi in Software development (3) - 1 Marks	Hope we need to provide CMMI level 5/CMMI level 3/CMMI level35/ certificate , kindly confirm if our understanding is correct.	Yes
	LTI4	Volume3 - Page no 58 - > TERMS OF PAYMENT SCHEDULE	50% of [Capex for hardware & software licenses quoted by the SP] shall be paid upfront by MEA on successful certification and Go-Live.	To maintain positive cash flow for the deal we request to modified this clause as : 90% of [Capex for hardware & software licenses quoted by the SP] shall be paid upfront by MEA on successful certification and Go-Live.	The clause in the RFP remains unchanged
	LTI5	General	LD	We request you to please cap LD to maximum 10% of contract value	Penalty may be as defined at various places in RFP

LTI6	Volume 1 - Page no 68 - > 7.6.3 Human resource security	Background check should be performed on all individuals for whom access to the eMigrate system is requested. Access should be revoked when a user leaves the organization or does not require access to the application.	Is this background check cost to be factored by bidder ?	Yes
LTI7	Volume 1 - Page no 68 - > 7.6.4 Physical and environmental security	The facility should be monitored 24 hours a day using cameras. Signs indicating "Authorized Personnel Only" or a similar message should be prominently displayed at all facility entrances10	Do we need to factor the cost of camera / physical security ?	Yes
LTI8	Volume1 - Page no 77 10 SLA	General	We request you to please start the SLA after successful go live of new eMigration Project.	The SLAs shall be applicable to SP after go-live only.
LTI9	Vol 1 - > Page No 78 - > 11 Acceptance Testing, Audit & Certification	Non-functional review: The 3PAA would review the eMigrate system against the nonfunctional requirements and specification laid down in the RFP/ signed-off with SP f	We request you to please share NFR details for performance testing like no of users, concurrent users, data to be migrated etc ..	The no. of users/concurrent users for performance testing can be in the range of actual requirement given in the project.
LTI10	Vol 2 - Page No 13 - > 3.3 Terms of payment for IA	No payment shall be made before the project is declared Go-Live as prescribed in this RFP	for cash flow perspective, we request you to please propose staggered payment model.	The clause in the RFP remains unchanged
LTI11	Vol 2 - Page no 58 - TERMS OF PAYMENT SCHEDULE	(iv) Cost towards Infrastructure & licenses exclusively procured for MEA shall be paid as follows (a) 50% CAPEX on successful Go-Live, and taxes on complete capex to the tune of 100% (b) 50% equally divided in the 32 equated quarterly instalments	There should be linking of payment terms with project schedule. For positive cashflow of the deal, at least 90% CAPAX cost to be paid on procurement of licenses. And separate payment terms should be mentioned for software, hardware and services components.	The clause in the RFP remains unchanged
LTI12	Volume 2 - Page No 58 - TERMS OF PAYMENT SCHEDULE	Cost of third-party audits, if any, shall be borne by MEA.	Does it includes VAPT, Cert-in audits, kindly confirm.	Yes
LTI13	General	General	is there any document available for existing emigrate application ? Re request department to plan for a session for complete application , modules level details to estimate the transition efforts.	Please refer to the response at INFOSYS130.
LTI14	Volume1 - > page no 17 - 5.2 Users	User Type & Connectivity Mode	could you please provide the no of users details - public internet based users , no of recruitment agent, no of Foreign Employer etc.?	Please refer to response at CMS3
LTI15	General	General	What would be preferred resource deployment model ? Onshore or offshore or mixed resource deployment ?	Resources shall have to be deployed by the SP at his own location

LTI16	volume1 - > page no 62 -7.3 Change Management Requirements	training	I hope training infra and facilities, training equipment like projectors, stationary etc ..and training refreshments cost like tea/ coffee / snacks cost would be taken care by MEA, kindly confirm	Please refer to the response at CMS24
LTI17	Vol 2 Pg 50 Format F4: Infrastructure Details of Non-IT for eMigrate Project	Infra Hosting	Do you wish to go for an OnPrem hosting or Can we explore cloud hosting	Please refer to the response at CMS28
LTI18	Vol 2 Pg 50 Format F4: Infrastructure Details of Non-IT for eMigrate Project	Infra Hosting	Do you wish to continue with the existing DC / DRC	Please refer to the response at CMS28
LTI19	General	General	For the requirement gathering, the ministry expects the SI to travel to 5 India locations and 4 overseas MEA offices, is this correct	Please refer to the response at CMS1
LTI20	Vol 1 Pg 15 3.10. Issuance of Emigrants' Cards	SP shall be responsible for generation and issuance of PVC cards to emigrants...	Do we need to engage with a vendor to provide generation and issuance of PVC cards to emigrants. The same also need to be couriered to the emigrant mailing address ? Please clarify	Yes
LTI21	Vol 2 Pg. 19 4.4 Technical Proposal	Note: weightage shall be given to the proposal containing (automated) industry accepted tool for project.	please clarify on the weightage mentioned	It shall depend upon the overall solution of the bidder and could carry upto 10% of the weightage.
LTI22	Volume2 - > Page no 28 - > 5.6 Opening and Evaluation of Technical Proposals	The bidders' technical solutions proposed in the bid document are evaluated as per the requirements specified in the RFP and adopting the evaluation criteria outlined below. The Bidders are required to submit along with the proposal all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.	I hope, for TQ project citation criteria company secretary certificate will suffice the document requirement together with work order/ PO. Please confirm if our understanding is correct.	Yes
NIIT Technologies Limited	NIIT1 eMigrate-Vol1.pdf / Section 3.2. Project Timelines/Clause ii/Page # 11	Deployment of resources for O&M of existing eMigrate system (T + 1 weeks)	Timeline (T+1 week) for Deployment of resources is not realistic for new SP. Request you to please change milestone timeline to T+4 Weeks	The clause in the RFP remains unchanged

NII2	eMigrate-Vol1.pdf / Section 3.2. Project Timelines/Clause iv/Page # 11	Takeover of SLA systems	1. SLA should be applicable from Completion of takeover of existing eMigrate system by SP or from Declaration of Go-Live by Division for new core application.2. In case SLA of existing eMigrate system application applicable from Completion of takeover of existing eMigrate system i.e. T+24weeks then we assume OEMs support of all existing IT infrastructure shall be available to SP till T+42Weeks.	Please refer to the response at INFOSYS82
NII3	eMigrate-Vol1.pdf /Section 3.12. Warranty/Page # 15	SP shall provide comprehensive warranty for all IT infrastructure (hardware and software with requisite OEM support, for a period of 8 years from the Go-Live date and for the extended period of 2 years, if granted by the division. The warranty shall also be required to be valid for additional one year at the time of conclusion of the contract and the extended term of two years). The necessary valid warranty certificates from OEMs shall be submitted by the SP to the Division at all times and as and when	OEMs do not give support certificate/MAF for 8 Years and commitment to support for 11 years. Do you need to give Manufacturer Authorization letter from OEMs in any specific format?	Please refer to the response at INFOSYS81
NII4	eMigrate-Vol1.pdf / Section 5.2 User/Page #17	The below table details the various types of users who shall interact with the core application software.	Please share volumetric for users types given in the table along with their concurrency.	Please refer to the response at CMS3
NII5	eMigrate-Vol1.pdf / Section 14 Existing Deployed Infrastructure – Hardware & Software	14 Existing Deployed Infrastructure – Hardware & Software	Please also include date purchase and Warranty/AMC expiry date of each hardware and software item specified in the table	Please refer to the response at CMS8.
NII6	eMigrate-Vol1.pdf / Section 3.6. Setting up of Data Center & Disaster Recovery Center	3.6. Setting up of Data Center & Disaster Recovery Center	1. Please provided the RTO and RPO requirements by Application at DR site?2. Please confirm whether Disaster recovery site is required 100% of production env or 50%? Do we need high availability(HA) at DR site?3. Do we need to include non-production Env at DR site (Development, Staging & Preproduction?)	Please refer to the response at INFOSYS191.
NII7	eMigrate-Vol1.pdf / General	Minimum specifications of all IT infrastructure items	Please include minimum specifications of all IT infrastructure items to be proposed.	Minimum specifications of all IT infra should meet the sizing and SLA requirements given at various places in RFP and in pre-bid query

NIIT8	eMigrate-Vol1.pdf / Section 14	Existing Deployed Infrastructure – Hardware & Software	May we request the software used in current technical stack such as - Database Server - Application Server - Content Management System - Document Management System - Web Technology Framework - BPM - Web Server	Please refer to the response at IBM4
NIIT9	eMigrate-Vol1.pdf / Section 14	Existing Deployed Infrastructure – Hardware & Software	Section mentions about LDAP. Is it used for User Management and authorization?	The understanding is correct
NIIT10	eMigrate-Vol1.pdf / Section 3.1 / (i)	Taking over the existing eMigrate system: SP shall take over the existing eMigrate application along with the IT Infrastructure from IA and maintain it till the time new core application becomes available to the users with the revamped IT infrastructure.	i) May we request to know how many resources are supporting the application ?ii) May we know the current Application Architecture?iii) What are current SLA for page response time / upload?iv) How many ticket raised in production for support in past 1 yr?	Please refer to the response at INFOSYS94.
NIIT11	eMigrate-Vol1.pdf / Section 5.4.4 Architectural Requirements	Scalability: All components of the eMigrate system must support scalability to provide continuous growth to meet the requirements and demand of emigration environment. A scalable system is expected to handle increasing numbers of requests without adversely affecting the response time and throughput of the system	May we request what will be YoY growth in terms for number transactions/day and concurrent users?	Please refer to the response at INFOSYS279.
NIIT12	eMigrate-Vol1.pdf / Section 5.4.4 Inter-operability	Considering the legacy database, there may also be a need to operate the core application software simultaneously with multiple storage technologies from different OEMs.	Kindly clarify what do we mean by application to operate with multiple storage technologies?	Bidder may see the BoM of existing hardware and software and assess if the solution proposed by him requires multiple storage technologies.
NIIT13	eMigrate-Vol2.pdf / Section 4.4 (t)	Note: weightage shall be given to the proposal containing (automated) industry accepted tool for project.	Kindly clarify referred tool is for which part of implementation. Is it for project management/technical implementation/testing/quality/data migration etc?	Please refer to the response at LTI21
NIIT14	eMigrate-Vol1.pdf / Section 5.4.7 / 2.1.9	System shall track and report any suspicious user actions (e.g. multiple login attempts)	Report to whom and how? Anyways, one requirement talks about blocking login for 24hrs after 3 consecutive attempts.	Reports shall be sent to system administrators of SP who shall escalate it to the Division.
NIIT15	eMigrate-Vol1.pdf / Section 5.4.10 / (v)	System should be capable of working simultaneously with multiple database instances and should interoperate with multiple databases for content retrieval. System will be integrated with the content management system such that important alerts and notifications appear on the home page of the user	A CMS has its own content repository and there is one repository for one instance of CMS. In this point, are you suggesting to have multiple instance of CMS for different env such as Dev, UAT, SIT or we are talking about multiple CMS instances. Please clarify	Requirement pertains to only Production environment. Other environments can have separate instances as per the solution to be designed by the SP.

NIIT16	eMigrate-Vol1.pdf / Section 5.4.10 / (ix)	System should be able to provide support for managing content in XML or other format via portal and for exposing content and functionality within the system as standard XML	Kindly clarify that this point is talking about CMS system not the core application.	Yes
NIIT17	eMigrate-Vol1.pdf / Section 5.4.10 / (xvi)	System should be able to provide a single sign-in feature for accessing the application and content management portal	Please clarify if content management portal(assuming we are talking about CMS) will be accessed by application user. Generally content is managed by System user.	It shall be accessed by both.
NIIT18	eMigrate-Vol1.pdf / Section 6.1/6.1.2/(iv)	The number of vacancies accepted in the demand will be counted in the total capacity of that RA. In case RA has less capacity than the number of vacancies in that demand, FE is not allowed to raise demand for that RA	If RA can't fulfil full demand then who/how remaining demand will be fulfilled?	Not required to be fulfilled.
NIIT19	eMigrate-Vol1.pdf / Section 6.19/(xii)	Users should be able to customize reports on demand and shall support filtering, searching and sorting within a report. Desktop version should allow RAs to sync as per that report.	Please elaborate on desktop version.	The clause is revised as following - Users should be able to customize reports on demand and shall support filtering, searching and sorting within a report.
NIIT20	eMigrate-Vol1.pdf / Section 13.1.1.3 Version Control	The application software shall be version controlled, adopting the industry standard practices like Version Control System (VCS), Source Code Management System and Software Configuration Management (SCM) in this regard.	Do you have Version Control System in place for current eMigrate Code? If yes which one?	Yes. Tortoise SVN.
NIIT21	eMigrate-Vol2.pdf / Format F7 -Page # 51	a) Payment for Change Requests shall be made to the SP for the actual work done during the project phase.	Process of getting the Change Request certified/Approved, What will be treated as Change request	Any change in the system post go-live shall be through a Change request /Change control note defined at Schedule 1, Sec 1.1 of RFP Volume 3.
NIIT22	eMigrate-Vol2.pdf / Section 3.3 Payment Term - Page # 13	(a) 50% CAPEX on successful Go-Live, and taxes on complete capex to the tune of 100%	What will be the billing process and Cycle for Capex. (Hardware and software) Please clarify if the Billing will be done on supply of Material to customer. Who will be issuing authority for approving the POD	As per various applicable RFP clauses only.

NIIT23	eMigrate-Vol2.pdf / Section 3.3 Payment Term - Page # 13	(iii) No payment shall be made before the project is declared Go-Live as prescribed in this RFP (v) Payment for all other elements including Open for the emigrate solution and remaining 25% of the cost elements referred above will be made in equal quarterly instalments (EQI) over the eight years operation and maintenance period at the end of every quarter after the project Go-Live date.	Payment term is very stringent as payment is initiated only after go-live. There should be milestone wise payment before go-live as well. Kindly provision. Please clarify on the remaining 25%. As per RFP term , the total Capex will be paid as 50% on Go live including all taxes and balance 50% will be paid over the 8 years divided into 32 equated quarterly instalments. O& M will be paid in 32 equated quarterly instalments over contract Period. What is 25% cost the RFP is referring to?	Please refer to the response at CMS15.
NIIT24	eMigrate-Vol2.pdf/Section 4.3 (iv) - Page 16	d) The bidder should have earned revenues of Rs. 200 crore or more from the IT business in each of the last 3 financial years, as evidenced by the audited financial statements of the company for the respective financial years. Revenues from the ITES business (if any) shall not be considered for satisfying the revenue criteria specified above and therefore the financial statements must distinctly describe the revenue heads.	Audited Financial results are consolidated results and there is no bifurcation of business from IT or ITES. You are requested to enunciate this by separate CA certificate, else this condition is a showstopper. Kindly modify the clause accordingly.	Please refer to the response given at CMS9.
NIIT25	eMigrate-Vol2.pdf/Section 4.3 (iv) - Page 16	(f) The bidder should have been certified for ISO 9001 and SEI CMMi level 3 (or higher) during last one year at the least and the certificate should be valid till 31-03-2021 or later. This should be evidenced by a certificate issued by the respective certifying agencies.	When the project is software application driven of such repute like eMigrate, development and delivery of application is of prime importance and hence minimum qualification of the bidder should be CMMi Level 5 with latest version besides the other certification asked in this clause. This will lead to competition among level field SIs and would be fair. Kindly change the condition.	The clause in the RFP remains unchanged
NIIT26	eMigrate-Vol 3.pdf / Section 3-5.5 -Page # 29	5.5 Fraud by Service Provider's personnel : MEA reserves its right to initiate criminal action against the agents and employees of the SP for fraud or misappropriation in the Project, besides levying stringent penalties on the SP. The management of the SP would also be made liable for action in case of aforesaid fraud or misappropriation, under the applicable laws, and MEA may call for termination of the contract if MEA deems it necessary to do so.	What will be the protection to NTL if the fraud is done without company's knowledge by Staff member.	Please refer to the response given at NIIT22.

NIIT27	eMigrate-Vol 3.pdf / Section 5-2.2 -Page # 21	2.2 However, MEA may choose to extend the term for a further period of two years, with all the terms and conditions being the same as for the <u>original term</u> .	Service Provider should have the right to negotiate the prices at the end of term of 8 years. Kindly incorporate the provision	It is a fixed cost bid. No increase in price is permissible at any stage except to the variation in the tax rates.
NIIT28	eMigrate-Vol 3.pdf / Section 5-6.3 -Page # 32	Insertion of new clause (f)	Exclusion should be provided for indirect and special losses including loss of profit. Kindly confirm.	Suggestion not considered.
NIIT29	eMigrate-Vol 3.pdf / Section 5-8.6 -Page # 42	All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of MEA and Service Provider and any assignment or transfer of this Agreement or the SLA or any rights hereunder by either Party shall be strictly prohibited.	Subcontracting should be permissible with prior approval of MEA. Kindly allow.	Please refer to the response at INFOSYS38/69/100
NIIT30	eMigrate-Vol 3.pdf / Section 5-Annexure-SLA - Page # 69	If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract.	Maximum penalty should be 10% of contract value and termination of contract should follow in the event there is consecutive penalty of 10% in three consecutive quarters	RFP clause remains unchanged
NIIT31	eMigrate-Vol 2.pdf/ Section 2.3 page 9	(5) Last date of submission is 2-July-2020	It may be noted that it is a running project, the bidder needs to understand the running programme and need to evaluate multiple technology/ infra' product/ hosting/ etc. and hence the given time line of due date is very stringent. It is recommended that minimum 4 weeks time should be given from the date of release of the answer to pre-bid queries, else it is a show stopper for a bidder whose solution, selection of various available product solution, decide on development of fresh/ continuation of the existing software, etc. will be finalized post reply of pre-bid queries/ suggestions and hence it is recommended after seeing the complexities to provide minimum 4 weeks time from the date of publication of pre-bid replies.	To be addressed separately.

	NIT32	Generic - Very Important		<p>It is recommended to incorporate various clauses which are mentioned in the MeITY model RFP published on MeITY website at the URL: https://meity.gov.in/writereaddata/files/model_rfp_for_selection_of_implementation_agencies-2018.pdf</p> <p>Trust this model RFP has been prepared by NASSCOM and agreed by MeITY/ Government of India in consultation with almost all the leading SIs of India and hence the clauses mentioned in this model RFP are all acceptable by the Industry. Incorporation of following key clauses from this model RFP leads to wider participation from Industry as well. You are requested to incorporate following clauses from this model RFP:</p> <ol style="list-style-type: none"> (1) Limitation of Liability (2) Deemed Acceptance (3) Termination for Convenience (4) Warranty and Maintenance (5) Change of OEM (6) Payment Terms and schedule (7) Go-Live 	RFP clauses shall remain unchanged.
Tata Consultancy Services Ltd.	TCS1	Volume 1 Section No. 1.4. Need for a Revamped Platform - System & Hardware Page No. 9	There also has been a constant need to keep enhancing the eMigrate core application software to meet the requirements of various stakeholders and Government Agencies including that of foreign governments. In this context, the division has been taking initiative to integrate the core application software with the software systems of the labour departments of various GCC countries where most of Indian emigrants reside.	Please confirm that this will be addressed through CR.	As per the RFP clause 6.29.2(vi) it is part of the original scope of work only. Please also refer to the response at INFOSYS58.
	TCS2	Volume 1 Section No. 1.5. Implementation Model Page No. 9	Bidders shall also need to understand at this stage that with the new Emigration Bill coming into the effect, the enhancements needed in the project shall also be implemented during the project.	<p>a) If the emigration bill comes after submission of the bid, the changes should be considered as CR as the quantum of efforts is not known.</p> <p>b) If the emigration bill comes during the implementation of the project, it will be treated as a CR and the same will not effect the Go-Live.</p> <p>c) If the new emigration bill comes after go-live, it will be treated as a CR.</p> <p>Please amend the clause accordingly to address the above mentioned points.</p>	Please refer to the response at INFOSYS51.

TCS3	Volume 1 Section No. 1.5. Implementation Model Page No. 9	It is to be emphasized here that division is looking at this engagement where the implementation agency shall procure and install hardware, develop and deploy software and maintain the entire system for a period of eight years from the date of the system "Go-Live" as per the specifications laid out in this RFP.	Please make the total project duration between 5 to 7 years as Cloud service providers may not be able to provide any proposal/ quotation covering 11 years. Also it is not feasible to take Warranties from OEMs for more than 7 years.	Please refer to the response at INFOSYS81
TCS4	Volume 1 Section No. 3.1. Scope of work for the Service Provider Page No. 11	(ii) (b) Supply, installation, configuration and commissioning of server-side and other hardware including system software required for upgradation	Supply, installation, configuration and commissioning of server-side hardware shall only be applicable if the proposed solution is to be hosted on physical servers in a hosted / colocation DC/DR model. The RFP also mentions about cloud wherein this clause becomes irrelevant. Kindly suggest the department is looking for a cloud based solution or colocation based DC/DR? The solution components, its deployment varies as per these two models and hence this clarity is required. Kindly Clarify whether MEA is looking at a cloud based solution or on-premise colocated DC-DR model as the commercial and technical evaluation criteria for both the models is totally different. Please specify.	Please refer to the response at CMS28
TCS5	Volume 1 Section No. 3.1. Scope of work for the Service Provider Page No. 11	(i) Taking over the existing eMigrate system: SP shall take over the existing eMigrate application along with the IT Infrastructure from IA and maintain it till the time new core application becomes available to the users with the revamped IT infrastructure.	Please confirm that the AMC/Support for the HW/SW and other IT Infra of existing eMigrate Solution would be taken care by MEA till the time new application becomes available on new infra set-up.	Please refer to the response at CMS8
TCS6	Volume 1 Section No. 3.2. Project Timelines Page No. 11	Design, development and testing of new core application	The timelines appear very stringent and needs to be amended suitably considering the project deliverables.	Timeline shall remains unchanged.

TCS7	Volume 1 Section No. 3.2 Project Timelines Page No. 12	(xiii) Audit, acceptance, Testing and certification by 3rd Party Audit Agency T + 36 weeks	a) We request that all activities related to 3rd party audits and certifications, except Security audit may be moved after Go Live, because as per our experience these activities take several months to get concluded and it is not practically possible to complete these in the 2 weeks allocated for this activity. b) Please increase the timeline for 3rd party security audit to atleast 4 weeks. c) Third party agency should be involved well within timelines and no penalty should be imposed because of the delays in the audit/certifications for the reasons not attributable to SI. Please confirm.	The clause in the RFP remains unchanged
TCS8	Volume 1 Section No. 3.2 Project Timelines Page No. 12	(xiv) Roll out of new core application on revamped IT infrastructure T + 38 weeks (xv) Declaration of Go-Live by Division T + 42 weeks	Please clarify what all activities are expected to be carried out during these 4 weeks after rollout and before Go-Live. Is this the time when services will be rolled out gradually? Please confirm our understanding	T+38 means the roll out of all services of eMigrate after 3PAA testing & certification.
TCS9	Volume 1 Section No. 3.2. Project Timelines Page No. 12	(i) MEA shall have the right to levy penalty on SP of Rs. 2 lakh per week of delay in the milestones marked with (*) in the above table.	(i) MEA shall have the right to levy penalty on SP of Rs. 50,000 per week of delay in the milestones marked with (*) in the above table. However, the overall penalty for the delay would be subject to a maximum of 2% of the Implementation cost. Please amend the clause accordingly. ii) Penalty should be imposed only for the reasons solely attributable to SI. Please amend accordingly.	Please refer to the response given at CMS17.
TCS10	Volume 1 Section No. 3.2. Project Timelines Page No. 12	Operation and Maintenance period (xxiv) Overall eMigrate system operations & maintenance (both application and hardware) R + 8 years	Please make the total project duration between 5 to 7 years as Cloud service providers may not be able to provide any proposal/ quotation covering 11 years. Also it is not feasible to take Warranties from OEMs for more than 7 years.	Repeat query of TCS3.
TCS11	Volume 1 Section No. 3.3. Taking over eMigrate application & IT Infrastructure from IA Page No. 13	(ii) During the transition, it is expected that the existing eMigrate software would not undergo through major changes. In case of the need of implementing any major Change requests that may arise, during the transition period, the same shall be implemented in the new core application software to be developed by SP.	Any major change in the existing emigrate software would undergo a change request and would be implemented in new core application software to be developed by SP. SP to be paid as per the Change Request rates quoted in the commercial bid. Please amend accordingly.	The clause in the RFP remains unchanged

TCS12	Volume 1 Section No. 3.4 (i) Page No. 13	SP shall also be required to interact with the various stakeholders such as officials of PGE/ POE/ Other MEA offices/ Bureau of Immigration, Recruiting Agents, Foreign Employers, State Nodal Officers, NSDC and PDOT Training centers at below given locations for the purpose of finalizing the complete requirements for the development of new core application software: (a) at five PGE/ POE offices (Delhi, Mumbai, Chennai, Hyderabad and Kochi) (b) at four overseas Indian Mission as identified by division	Scope and mechanism for interaction with various external stakeholders is not defined. MEA should be the focal point of contact at PGE/ POE/ Indian Missions for the IA. Requirement evaluation and prioritization and final SRS sign-off will be obtained from MEA. Please amend the clause to add that all travel, boarding and lodging related expenses will be borne by MEA. In the event of any pandemic/restrictions the same will be organized through video conference by MEA. Please amend accordingly.	Please refer to the response at INFOSYS87
TCS13	Volume 1 Section No. 3.4 (iii) Page No. 13	SP shall be required to take up the software development for the new core application software taking into consideration the fact that not all services may be required to Go Live simultaneously. Some of the services such as processing of emigration clearance which are critical may be considered for Go-live in initial phases.	While phase wise development is proposed, separate time windows for phases are not defined. Moreover it appears that final Go-Live and related payments will only be applicable when all phases are completed. Kindly modify the payment terms and link it as per the development phases given in the RFP.	The understanding is correct. Payment terms shall remains as per RFP clauses only.
TCS14	Volume 1 Section No. 3.4. Design, Development & Testing of Core Application Software Page No. 13	(iii) Phase wise Go-Live: SP shall be required to take up the software development for the new core application software taking into consideration the fact that not all services may be required to Go Live simultaneously. Some of the services such as processing of emigration clearance which are critical may be considered for Go-live in initial phases. Services on which emigration clearance service has the dependency such as FE Registration, demand submission by FE and acceptance by RA etc. shall also be required to be made live simultaneously. SP shall be required to plan the transition of services from present eMigrate application to the new core application software in a manner so that the Go-Live of application is achieved as per the schedule given section 3.2 above.	In case the services are required to go live in phases, please clarify whether that means that the SP is required to maintain and run both systems parallelly.	Please refer to the response at INFOSYS52.

TCS15	Volume 1 Section No. 3.3. Taking over eMigrate application & IT Infrastructure from IA Page No. 13	Terms of Payment for IA	a) Incase of Cloud based model, the BOQ sheet should be modified accordingly as the CAPEX and OPEX structure will change. Please amend accordingly. b) Payment timelines not defined. There is no penalty/ interest payment for any delay in payments by MEA. Please amend the clause.	a) In case any item in BOQ is not applicable, the bidder can mention 0 or skip it. Any difficulty in filling up BoQ must be reported through email to usoe3@mea.gov.in before upolading the BoQ. b) The clause in the RFP remains unchanged.
TCS16	Volume 1 Section No. 3.3. Taking over eMigrate application & IT Infrastructure from IA Page No. 13	Terms of Payment for IA	a) Deferred Capex payment should not be included in EQI for purpose of SLA penalty calculation, if applicable. B) There should be a cap on total penalty for a given quarter/ total contract period (< 5% of the value). Please amend accordingly.	The clause in the RFP remains unchanged.
TCS17	Volume 1 Section No. 3.6. Setting up of Data Center & Disaster Recovery Center Page No. 14	DC/ DR setup adhering to the best practices of Tier-2 and above norms of TIA 942 guidelines for setting up DC and DRC.	Please confirm whether the bidder has to provide a cloud based solution or on-premise DC-DR hosted solution. Incase of cloud based solution, these guidelines should be changed as per Meity Empaneled CSP.	Please refer to the response at CMS28
TCS18	Volume 1 Section No. 3.6. Setting up of Data Center & Disaster Recovery Center Page No. 14	SP shall consult the division and/or its designated agency/ group before finalizing the sites for DC and DRC.	Please confirm whether the bidder has to provide a cloud based solution or on-premise DC-DR hosted solution. This clause will not be applicable incase the bidder proposes a cloud based solution. Hence needs to be modified suitably.	Please refer to the response at CMS28
TCS19	Volume 1 Section No. 3.6. Setting up of Data Center & Disaster Recovery Center Page No. 14	SP shall be responsible for hosting the new core application software along and the related IT Infrastructure in a collocated facility along with a disaster recovery site, either at a cloud service providers data center or any other DC/ DR setup adhering to the best practices of Tier-2 and above norms of TIA 942 guidelines for setting up DC and DRC.	Kindly clarify the departments preference is a cloud based or colocation based DC/DR. The entire solution architecture varies between these two approaches and hence the commercials. It will also enable the department to evaluate the bids if only one option is given to create a level playing for all bidders.	Please refer to the response at CMS28. The bids having solution not meeting RFP requirements shall not be evaluated technically.

TCS20	Volume 1 Section No. 3.6. Setting up of Data Center & Disaster Recovery Center Page No. 14	SP shall consult the division and/or its designated agency/ group before finalizing the sites for DC and DRC.	It may be noted that the colocation based DC / DR commercials are associated with the real estate costs which varies from one site / city to the other. If a colocation based DC/DR is required, request department to suggest the preferred locations for DC and DR if department has in mind. Post bidding / on boarding it may not be feasible to change the sites for DC and DRC owing to some of the following reasons: a) Technical - The proposed DC/DR operator may not have the requisite rack space available to host the proposed solution at a site as per departments choice. b) There shall be commercial implications owing to the real estate costs variations viz power, rent, etc. c) Project duration should be between 5 years to 7 years.	Please refer to the response at CMS2
TCS21	Volume 1 Section No. 3.7 Procurement, Installation, Configuration & Commissioning of Server side and other hardware Page No. 14	SP shall study the BoM provided at Section 18 of this RFP Volume 1, assess the upgradation/ tech refresh requirement of the same and shall supply all necessary hardware (servers, load balancers, storage systems etc.) and related software for the data center and disaster recovery center and shall also be responsible for commissioning the hardware ready to host the new core application software.	a) We understand that there is no upgradation/ tech refresh requirement for the existing BoM provided at Section 18 of this RFP Volume 1, till the time of new core application Go-Live. Please confirm b) Also please confirm that the AMC of the existing system will be borne by MEA	a) Please refer to the response at INFOSYS81. b) Please refer to response at CMS8
TCS22	Volume 1 Section No. 3.7. Procurement, Installation, Configuration & Commissioning of Server Side & other Hardware Page No. 14	It must be noted that all system hardware and software would have to be owned by the division.	a) If the deployment of the proposed solution is on Cloud, the system hardware ownership shall not rest with the division as the hardware equivalent virtual resources shall be provisioned for the division from a common pool and shall be reserved so long as the contract with the cloud service provider is in place. Also the bidder is free to use software as a service from the cloud provider. Hence, requesting department to clarify the deployment model of the proposed solution viz. Cloud based or colocation based. If it is cloud based kindly remove this clause for all Hardware and Software. b) In case of Cloud based implementation, BOQ/Commercial sheet should be amended as per services model rather than procurement model.	Please refer to the response at CMS28

TCS23	Volume 1 Section No. 3.7. Procurement, Installation, Configuration & Commissioning of Server Side & other Hardware Page No. 14	The setup shall also include the preproduction, staging and development environment.	Please confirm that the DR will only have the production environment.	Please refer to the response at CMS7
TCS24	Volume 1 Section No. 3.7. Procurement, Installation, Configuration & Commissioning of Server Side & other Hardware Page No. 14	A 3rd party audit agency appointed by the division shall review the conformity of the server-side hardware supplied by IA with the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by the SP.	In case the bidder proposes to deploy the solution on cloud, this clause will not be applicable as the number of servers will keep changing with the load. Hence please remove this clause.	The clause in the RFP remains unchanged
TCS25	Volume 1 Section No. 3.7. Procurement, Installation, Configuration & Commissioning of Server Side & other Hardware Page No. 14	It must be noted that all system hardware and software would have to be owned by the division.	In case the bidder proposes to deploy the solution on cloud, this clause will not be applicable. Please remove this clause.	The clause in the RFP remains unchanged.
TCS26	Volume 1 Section No. 3.8. Commissioning of Network Connectivity Page No. 14	SP shall setup a network connecting various stakeholders as specified in the RFP. All locations requiring MPLS connectivity / leased line under the project, has operational links from over fibre from TCL and Airtel Bharti. SP may choose to utilize the same.	Please provide clarity on all connectivity/links operational in the current project.	The same shall be shared with the successful bidder.

TCS27	Volume 1 Section No. 3.8. Commissioning of Network Connectivity Page No. 14	(i) SP shall setup a network connecting various stakeholders as specified in the RFP. All locations requiring MPLS connectivity / leased line under the project, has operational links from over fibre from TCL and Airtel Bharti. SP may choose to utilize the same.	Please specify whether this means one landing from each ISP or two landings from each ISP	Kindly refer to the Sec 5.4.5 in RFP Volume 1. If bidder proposes redundancy through two ISPs, one link from each ISP shall suffice or if bidder proposes redundancy from one ISP then both links should be from two different PoP. However under any circumstances, SP shall not get any concession in SLA for any reason for
TCS28	Volume 1 Section No. 3.10. Issuance of Emigrants' Cards Page No. 15	SP shall be responsible for generation and issuance of PVC cards to emigrants who are given emigration clearance and opts for it at the time of applying emigration clearance through the new core application software. Emigrants opting for the emigrant's card shall be required to pay for the cost of the card along with the emigration clearance fees. The emigrant's card shall have the information like name of emigrant, RA, FE, contact details of FE, Indian Embassy and PBSK.	We understand that MEA is guarantying a minimum pick-up of 4 Lakhs emigrant cards as per commercial bid format and any thing over that would be on pro-rata basis. Please confirm.	Please refer to the response at INFOSYS70.
TCS29	Volume 1 Section No. 3.10. Issuance of Emigrants' Cards Page No. 15	Similarly, to Emigrant ID Cards, PVC cards for Registration Certificate may also be issued to RAs. Cards issued to RAs may also have a photograph on the card.	Kindly confirm if the ID card issued to emigrant will continue to have emigrant's photograph, as that information is missing from the section 3.10 and section 5.4.8.	Photo is not required
TCS30	Volume 1 Section No. 3.11. Operations & Maintenance (O&M) Page No. 15	operations and maintenance of the new core application software, data center and disaster recovery center, network and any other component or facility being established by SP or taken over from IA by SP as part of the project.	Kindly confirm if the bidder can do these operations from their own site considering it will be a cloud based solution.	Please refer to the response at INFOSYS118
TCS31	Volume 1 Section No. 3.12. Warranty Page No. 15	The warranty shall also be required to be valid for additional one year at the time of conclusion of the contract and the extended term of two years. The necessary valid warranty certificates from OEMs shall be submitted by the SP to the Division at all times and as and when renewed.	Please make the total project duration between 5 to 7 years as Cloud service providers may not be able to provide any proposal/ quotation covering 11 years. Also it is not feasible to take Warranties from OEMs for more than 7 years.	Please refer to the response at INFOSYS81

TCS32	Volume 1 Section No. 3.12. Warranty Page No. 15	SP shall provide comprehensive warranty for all IT infrastructure (hardware and software) with requisite OEM support, for a period of 8 years from the Go-Live date and for the extended period of 2 years, if granted by the division. The warranty shall also be required to be valid for additional one year at the time of conclusion of the contract and the extended term of two years). The necessary valid warranty certificates from OEMs shall be submitted by the SP to the Division at all times and as and when renewed.	Overall project term (including warranty, O&M, extended term) to be capped to 5 years to 7 years. Please amend accordingly. Incase of on-premise colocated DC-DR implementation, a compulsory tech refresh should be done at the end of the 5th year and the commercials should be taken separately in the BOQ. Also the Capex payment should be done in 2 milestones. Hence modify the clauses/BOQ accordingly.	Please refer to the response at INFOSYS81.
TCS33	Volume 1 Section No. 3.12. Warranty Page No. 15	SP shall provide comprehensive warranty for all IT infrastructure (hardware and software) with requisite OEM support, for a period of 8 years from the Go-Live date and for the extended period of 2 years, if granted by the division.	Extension beyond 8 years to be agreed upon mutually by both the bidder and division and the extension contract to be signed for 1 year each. Separate commercials to be shared at an appropriate time nearing the end of the contract.	Please refer to the response at NIIT27.
TCS34	Volume 1 Section No. 4.1. Responsibility Matrix Page No. 16	(iii) Ownership of all IT infrastructure,	It maybe noted that if the solution is to be hosted in cloud, the ownership of the IT hardware in the cloud will rest with the cloud service provider only and is non-transferable to the department. Kindly modify the clause accordingly.	The clause in the RFP remains unchanged.
TCS35	Volume 1 Section No. 4.1. Responsibility Matrix Page No. 16	(vi) Procurement and setup of client-end hardware, software and LAN	The bidder understands that its role is only confined to setting up the WAN / SD-WAN and its associated Hardware / software at all the branch / client side locations. The physical space, power, cooling, Racks, LAN and LAN cabling required to set up the WAN / SD WAN solution will be done by the department as per the advice of the bidder at the respective locations. Please confirm the same.	The understanding is correct
TCS36	Volume 1 Section No. 4.1. Responsibility Matrix Page No. 16	(vi) Procurement and setup of client-end hardware, software and LAN	The bidder understands that all the - client-end hardware viz desktops, Laptops, Printers, Scanners, etc. - Software viz Operating system, MS Office and any other client end softwares etc. - LAN viz Network Switches, Wireless LAN, Data and Power cabling, Racks etc. are out of the bidders scope of deliverables. Please confirm that the above mentioned points are not in scope of bidder.	The understanding is correct

TCS37	Volume 1 Section No. 4.1. Responsibility Matrix Page No. 16	(iii) Ownership of all IT infrastructure, eMigrate application, system software and all related components - YES	Incase the bidder proposes to use cloud and also uses cloud native services, then only the application can be owned by the department. Please modify accordingly	The clause in the RFP remains unchanged
TCS38	Volume 1 Section No. 5.1 Solution Architecture Page No. 17	The SP shall study the requirements given in the RFP and propose a scalable architecture that can sustain for the next 10 to 12 years.	The current trend shows that the life of architecture does not exceed 5-7 years. It is not practical to expect the proposed architecture to sustain for 10-12 years. Please modify this clause	The clause in the RFP remains unchanged
TCS39	Volume 1 Section No. 5.2 Users Page No. 18	Public - Upload up to 50 KB document with each of the EC related application and 3 MB with each of the RC related application FE - Upload up to 50 KB upto 1MB document with emigration clearance/ and FE registration renewal application	Kindly confirm if 50 KB for EC; 3 MB for RC and 1 MB for FE registration is sufficient and is to be catered for in the storage.	Yes
TCS40	Volume 1 Section No. 5.2 Users Page No. 19	VPN	Please provide total count of VPN users who will be accessing the system from Internet. This has impact on the sizing of the VPN solution and hence requesting department to provide the user count details.	VPN users which are usually PGE/CPC users/POE users and PBSK users shall not exceed 75 (concurrent users). In addition to VPN connectivity, PGE/CPC users shall also connect to eMigrate through MPLS connectivity provided at Akbar Bhawan and POE users shall also connect to eMigrate through
TCS41	Volume 1 Section No. 5.4.4 Architectural Requirements Page No. 24	A Storage solution (SAN) to cater to a minimum 10 TB initial capacity with scalability depending on the needs, arises in future needs to may be planned. SP Shall also plan for any processing storage required and the 2TB mentioned in section 3.5 for data migration	While minimum SAN storage requirement has been specified, it does not include processing requirements. Expected storage (maximum volume) requirement may be specified to enable fair assessment.	Please refer to the response at INFOSYS57.
TCS42	Volume 1 Section No. 5.4.4 Architectural Requirements Page No. 24	If the system performance degrades at immigration counters the queue time for the citizens would increase exponentially.	Kindly clarify the need for this requirement.	Please refer to the revised clause at AD3.
TCS43	Volume 1 Section No. 5.4.4 Architectural Requirements Page No. 24	1. Scalability: The solution should support both vertical (the growth within one operating environment) and horizontal scalability (leveraging multiple systems to work together on a common problem in parallel) to provide continuous growth to meet the requirements and demand of MEA.	a) In case the bidder proposes to deploy the solution on cloud, this clause will not be applicable since cloud mainly provides horizontal scalability. Please modify this clause accordingly. b) MEA has to pay for all additional resources required to meet load requirements beyond concurrency of 400. Kindly confirm the same.	i) Please refer to the response at CMS28 ii) Any additional hardware needed for additional requirements not specified in RFP shall be procured by Division. Decision to procure or not shall be taken at an appropriate stage.

TCS44	Volume 1 Section No. 5.4.4 Architectural Requirements Page No. 24	2. Inter-operability: Considering the legacy database, there may also be a need to operate the core application software simultaneously with multiple storage technologies from different OEMs.	Kindly remove this clause as this is not applicable for cloud based implementation.	Please refer to the response at NIIT12
TCS45	Volume 1 Section No. 5.4.5 Network requirement Page No. 25	The PGE/ CPC / PBSK users shall communicate to the core application through a dedicated MPLS link (in addition to the VPN access provisioned)	Kindly clarify how many users will come through the VPN out of the 400 concurrent users.	Please refer to the response at TCS40
TCS46	Volume 1 Section No. 5.4.5 Network requirement Page No. 25	PoE shall connect to the core application through SD-WAN over internet (in addition to VPN access). The internet shall be provisioned by the office of the POE	If the proposed solution is hosted in Cloud, all the branch offices will only require Internet connectivity (which will be provisioned by the office of the PoE) to access the applications. Kindly clarify the need and use -case of the SD-WAN technology	RFP clause remains same irrespective of the solution chosen by the bidders.
TCS47	Volume 1 Section No. 5.4.5 Network requirement Page No. 25	Link for SLA monitoring in DC & DR (DC Site - for SLA Monitoring - ILL - 2 Mbps)	Incase of a cloud a single link is sufficient. Kindly modify the clause accordingly.	The clause in the RFP remains unchanged
TCS48	Volume 1 Section No. 5.4.5 Network requirement Page No. 25	1. The PGE/ CPC / PBSK users shall communicate to the core application through a dedicated MPLS link (in addition to the VPN access provisioned)	Please suggest the PGE/ CPC / PBSK users are already covered under the Point 7, SI. No 13, 14, 15, 16 office locations or not.	Covered under SI.no. 11 and 12
TCS49	Volume 1 Section No. 5.4.5 Network requirement Page No. 25	1. The PGE/ CPC / PBSK users shall communicate to the core application through a dedicated MPLS link (in addition to the VPN access provisioned)	If not, please provide the address details along with the bandwidth requirements of all the offices from where the PGE/ CPC / PBSK users will be accessing the core applications through dedicated MPLS links.	Already provided
TCS50	Volume 1 Section No. 5.4.5 Network requirement Page No. 25	2. PoE shall connect to the core application through SD-WAN over internet (in addition to VPN access). The internet shall be provisioned by the office of the POE	As the internet shall be provisioned by the office of the POE, any security breach at the branch office level should not be attributable to the bidder as the bidder has no control over the same. Kindly confirm the same.	SP shall be responsible for any security breach attributable to SP.
TCS51	Volume 1 Section No. 5.4.5 Network requirement Page No. 25	2. PoE shall connect to the core application through SD-WAN over internet (in addition to VPN access). The internet shall be provisioned by the office of the POE	Kindly suggest the Internet bandwidth capacity and number of Internet links which shall be provisioned by the respective PoE offices.	For POE offices, bandwidth shall be provisioned by the respective office.
TCS52	Volume 1 Section No. 5.4.5 Network requirement Page No. 25	3. The immigration and Passport system shall be connected through dedicated point-to-point connectivity	Please suggest why these offices cannot be on same MPLS and require a dedicated Point-to-Point link. Please provide the address details along with the bandwidth requirements at the Immigration and Passport office.	The RFP clause revised as below- The immigration and Passport system shall be connected through MPLS connectivity.

TCS53	Volume 1 Section No. 5.4.5 Network requirement Page No. 25	3. The immigration and Passport system shall be connected through dedicated point-to-point connectivity	In this clause a dedicated point-to-point connectivity is mentioned while in Point 7, Sl. No 15 and 16, MPLS bandwidth of 2 Mbps is given. Please clarify the exact requirement.	Please refer to the response given at TCS52.
TCS54	Volume 1 Section No. 5.4.5 Network requirement Page No. 25	3. The immigration and Passport system shall be connected through dedicated point-to-point connectivity	Kindly clarify why can't the point to point connectivity be done through MPLS with a single handout.	Please refer to the response given at TCS52.
TCS55	Volume 1 Section No. 5.4.5 Network requirement Page No. 25	4. secondary links shall be MPLS	Kindly clarify why can't the second link be from the different MSP with a single handout.	Secondary link can be provided through a different service provider or from the same service provider through different PO.
TCS56	Volume 1 Section No. 5.4.5 Network requirement Page No. 25	6. The networking devices including routers, switches shall be procured with sufficient number of ports for addressing the required bandwidth.	In case the bidder proposes to deploy the solution on cloud, this clause will not be applicable. Please modify this clause accordingly	Solution proposed by bidders should meet all RFP requirements.
TCS57	Volume 1 Section No. 5.4.5 Network requirement Page No. 26	17 All POE Offices (13 locations)	The Type of connectivity is mentioned as SD-WAN and bandwidth requirement of 2 Mbps is mentioned. While in pg 25, it is mentioned as per S.No 2. PoE shall connect to the core application through SD-WAN over internet (in addition to VPN access). The internet shall be provisioned by the office of the POE. Kindly help understand, the bidder has to provision 2 Mbps of MPLS link at each of these 13 PoE offices apart from the Internet which will be provisioned by the concerned PoE office? Is this understanding correct, pls clarify.	Please refer to response at CISCO4
TCS58	Volume 1 Section No. 5.4.6 Server(s) requirement Page No. 26	1. Redundancy of N+1 shall be made available with respect to servers hosting all the critical components of architecture including web, application, database, and DNS in high-availability mode	We suggest that this clause be deleted and the bidder be given the flexibility to implement high availability as per proposed design on the cloud as long as the SLA for services are met. Kindly modify the clause accordingly.	Bidders can propose a solution with lesser numbers of Server components if they can still meet the RFP requirement for SLAs.
TCS59	Volume 1 Section No. 5.4.6 Server(s) requirement Page No. 26	2.Server clusters shall be implemented in active-active mode. 3. Size of each server or total number of servers in a cluster implemented for the solution shall be determined in a manner to ensure that no performance degradation happens, even if a particular server is unavailable.	It is understood that the architecture is required to support high availability, however it is requested that the mode of clustering be left to the discretion of the bidder as long as the required SLAs are being met. Please modify accordingly. Also, incase of cloud based implementation the clause needs to be modified.	Kindly refer to the response at IBM1

TCS60	Volume 1 Section No. 5.4.6 Server(s) requirement Page No. 26	3. Size of each server or total number of servers in a cluster implemented for the solution shall be determined in a manner to ensure that no performance degradation happens, even if a particular server is unavailable.	We suggest that this clause be deleted and the bidder be given the flexibility to implement high availability as per proposed design on the cloud as long as the SLA for services are met. Kindly modify the clause accordingly.	RFP clause remains unchanged
TCS61	Volume 1 Section No. 5.4.6 Server(s) requirement Page No. 26	4. System shall provide for horizontal scalability in such a manner that a new server can be added (or removed) dynamically, as and when required in future, without disturbing the normal functioning of production system	We suggest that this clause be deleted and the bidder be given the flexibility to implement high availability as per proposed design on the cloud as long as the SLA for services are met. Kindly modify the clause accordingly.	RFP clause remains unchanged
TCS62	Volume 1 Section No. 5.4.6 Server(s) requirement Page No. 26	5. The vertical scalability in servers in terms of additional processors and RAM will have to be provided for handling future growth in transactions	In case the bidder proposes to deploy the solution on cloud, this clause will not be applicable since cloud mainly provides horizontal scalability. MEA should bear the cost of additional resources. Please modify this clause accordingly.	The clause is revised, please see the response given in IBM2.
TCS63	Volume 1 Section No. 5.4.7 Security Requirement Page No. 27	Firewalls and IPS devices should be hosted on separate servers	This clause needs to be removed incase of cloud implementation.	Please refer to the response at CISCO19.
TCS64	Volume 1 Section No. 5.4.7 Security Requirement Page No. 27	1.1. Restricted areas of the application should be accessible only from machines that have a valid digital certificate installed or from machines that are on internal WAN. Digital certificate-based VPN connectivity should be implemented.	Request clarification on ownership responsibility procurement of Digital certificate for VPN connectivity?	Please refer to the response given at CMS4.
TCS65	Volume 1 Section No. 5.4.7 Security Requirement Page No. 27	1.1. Restricted areas of the application should be accessible only from machines that have a valid digital certificate installed or from machines that are on internal WAN. Digital certificate-based VPN connectivity should be implemented.	Can self signed certificate be used for the proposed operations?	Please refer to the response at CISCO16
TCS66	Volume 1 Section No. 5.4.7 Security Requirement Page No. 27	1.2. DSC (Digital Signature Certificates) shall be distributed by an authorized CA using PKI	As per current industry practice, PKI standards of DSC are ensured by the certificate issuing authority (CA). Requested to clarify scope and ownership of this requirement w.r.t IA operations.	Please refer to the response at CMS4
TCS67	Volume 1 Section No. 5.4.7 Security Requirement Page No. 27	1.7. Random key generation should be demonstrably good. Private keys should be stored in hardware modules	This is applicable only for the DSC issuing authority and not for the bidder. Please remove this clause.	It shall be taken up at the requirement finalisation stage.

TCS68	Volume 1 Section No. 5.4.7 Security Requirement Page No. 27	1.8. DSCs shall ensure compliance to the guidelines defined by the CCA http://www.cca.gov.in/sites/files/pdf/guidelines/CCA-IVG.pdf	This is applicable only for the DSC issuing authority and not for the bidder. Please remove this clause.	To be taken up at appropriate stage with the successful bidder
TCS69	Volume 1 Section No. 5.4.7 Security Requirement Page No. 29	3.3. Firewalls and IPS devices should be hosted on separate servers.	Incase of cloud model the clause needs to be modified accordingly.	Repeat query of TCS63
TCS70	Volume 1 Section No. 5.4.7 Security Requirement Page No. 29	3.4. Firewall should support a zero-day attack prevention mechanism. 3PAA will examine the firewall during audits. The 3PAA should be a CERT-IN empanelled vendor.	As per RFP, Firewall should support a zero-day attack prevention mechanism. As per our knowledge zero day attack prevention is mostly achieved using Anti-APT solution. Request clarification on consideration of Anti-APT solution by IA to prevent zero day attack.	Bidder shall propose a solution meeting all RFP requirements
TCS71	Volume 1 Section No. 5.4.11 Host Based Security System Page No. 31	(iii) System should be the first layer of security for the system, and any access prevented it should not be overridden by the OS, even if OS permissions directly permit such access.	As per RFP, Host Based Security System should be the first layer of security for the system, and any access prevented it should not be overridden by the OS, even if OS permissions directly permit such access. Request clarification on consideration of HIPS solution by IA to meet the requirement.	Bidders can propose a solution meeting RFP requirement.
TCS72	Volume 1 Section No. 5.4.11 Host Based Security System Page No. 31	(v) System should provide fine grained user control and should allow controlling actions and access to resources of all users including privileged accounts such as root / administrator	As per RFP, Host Based Security System should provide fine grained user control and should allow controlling actions and access to resources of all users including privileged accounts such as root / administrator. Request clarification on consideration of PIM/PAM solution by IA to meet the requirement.	Bidders can propose a solution meeting RFP requirement.
TCS73	Volume 1 Section No. 5.4.11 Host Based Security System Page No. 31	(vi) System should enable the administrators to share subsets of root authority among different administrators based on their functional roles	As per RFP, Host Based Security System should provide fine grained user control and should allow controlling actions and access to resources of all users including privileged accounts such as root / administrator. Request clarification on consideration of PIM/PAM solution by IA to meet the requirement.	Bidders can propose a solution meeting RFP requirement.

TCS74	Volume 1 Section No. 6.4 Signing of Contract Page No. 35	The bidder shall sign the agreement with MEA in the format provided in Volume 3 of this RFP, within 30 days of the award. MEA reserves its right to modify any clause of the agreement prior to signing and upon adequate notice to the bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award and forfeiture of Bid Security	Please amend the clause as given below: "The bidder shall sign the agreement with MEA in the format provided in Volume 3 of this RFP, within 30 days of the award or such other date as mutually agreed by the SP and MEA . MEA reserves its right to modify any clause of the agreement prior to signing and upon adequate notice to the bidder. Modification of clause to be mutually agreed by both the bidder and MEA . Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would not constitute sufficient ground for annulment of the award and forfeiture of Bid Security."	RFP clause remains unchanged
TCS75	Volume 1 Section No. 6.17 Digital certificate management service Page No. 48	(i) System should allow RAs/PGE/PoE users to register or update their digital certificate using their user id and password	Request clarification on issuance ownership of DSC to RAs/PGE/PoE users. In case issuance ownership lies with IA, please provide count of RAs/PGE/PoE users and scalability of the users count over 11 years.	Please refer to the response at CMS4 (ii).
TCS76	Volume 1 Section No. 6.20 Document Management Service Page No. 52	Document Management Service - System should have an interface with webcam for taking pictures of applicant and uploading them, wherever prescribed.	Utilization of webcam services and interface is not clear. Please clarify its utilization.	There may be a requirements of capturing photo of the emigrant through webcam for PDOT registration/ verification.
TCS77	Volume 1 Section No. 6.22 Pre-Departure Orientation Registration for Emigrants Page No. 54	System to generate online admit card for emigrants upon successful PDOT registration	Specifications of the admit card details not provided (along with data source). Please share the same.	Admit card shall contain basic Details such as Name of emigrant registered, date/ time/ venue of PDOT training.
TCS78	Volume 1 Section No. 6.26 Integration Requirements - Point - 6.29.2 Page No. 55	Currently, the system is integrated with eTawtheeq system of Saudi Arabia and MOHRE system of UAE. The integration with various other Labour Ministries of foreign countries as and when they come forward for integration shall be required to be done by SP as part of original scope of work	This requirement should be addressed through a change management process.	The clause in the RFP remains unchanged. The integration work shall be taken through non chargeable Change Requests.

TCS79	Volume 1 Section No. 6.26 Integration Requirements - Point - 6.29.7 Page No. 57	Integration with SMSC service for sending SMS (National and International) (i) System should be integrated with an SMSC vendor for sending SMS on national and international numbers	If a SMS gateway is to be provisioned by the bidder, please share the SMS related volumetric on a per day / week / month / year basis and expected Y.o.Y increase expected. Also, share the volumes for National and International SMSs. The cost should be borne by MEA or recipient.	The expected volume is 10 lakhs National SMS and 20,000 International SMS per year. The cost has to be provided by the bidder in BOQ in format identified for network related cost. For any additional sms used, SP shall be paid on actual at the rate proposed by the SP in its bid for
TCS80	Volume 1 Section No. 6.27 Public portal (website) requirement Page No. 57	(i) Multilingual support – The website should be available in both Hindi and English. Public user should have the option to choose his language to see all pages in his chosen language. For registered users, there should be a provision to enter the details in English. The Hindi transliterated version of key details (for example name, address, father’s name, employer details) should be displayed to the user with a provision to correct the translated version.	1) We understand that the Hindi translation for the website content will be made available by the department to the SP. Please confirm 2) Please specify for what all functionality is data entry in Hindi (with transliteration) to be supported	Please refer to the response at CMS22. All functionalities shall require this.
TCS81	Volume 1 Section No. 6.27 Public portal (website) requirement Page No. 58	(iv) Technical Platform – (b) Using latest website design technologies like HTML5 or higher with acceptability on all major browsers (Chrome, Firefox, Safari, IE, Edge etc.) and operating systems (like Windows, Linux, MAC, Fedora etc.)	This is a very open ended requirement and would have an impact on the efforts for development and testing. Please specify the exact browsers and OS to be supported.	RFP clause remains unchanged. Bidders shall take it as a regular requirement during the development and O & M period.
TCS82	Volume 1 Section No. 6.27 Public portal (website) requirement Page No. 58	(vi) Live Chat – The eMigrate website should have a chat feature for the public users through which eMigrate users can chat with PBSK helpline executives using LIVE chat. eMigrate users can invoke chat option in the app/web and can get their issue registered or get an immediate resolution to their queries and concerns	We understand that this Live Chat feature required on Public Portal (Section 6.27) and Mobile App (Section 6.28) is to allow the public to directly interact with the PBSK helpline executives (a live agent). Please clarify	The understanding is correct with a correction that Live chat is not required for mobile App.

TCS83	Volume 1 Section No. 6.27 Public portal (website) requirement- Point (vii) Page No. 59	single page application architecture is to be used; this allows minimal fetch of pages and improves performance to great extent. While the benefits of Single page applications are there, vulnerability and back button navigation should be explicitly managed	SLM3 (Average turnaround and page loading (this includes home page) time for transactions on eMigrate application (with a ping interval of 5 minutes) <= .25 seconds) is very stringent. Please revise this to <= 2 seconds.	The clause is revised as follows - SLM3 - Average turnaround and page loading (this includes home page) time for transactions on eMigrate application (with a ping interval of 5 minutes) <= 2 seconds Score - 10% >2 seconds - <=3 seconds Score: +6% > 3 seconds - Breach Also, Point (ii) under Measurement method is revised as follows - Measured over a leased circuit or equivalent of 256 Kbps Point (ii) under Measurement method in SLM4 on Page 75 of RFP Volume 1 is also revised as follows - Measured over a leased circuit or equivalent of 256 Kbps with a test document payload of 1 MB. Bidders may know that the revised
TCS84	Volume 1 Section No. 6.28 Mobile Application Page No. 59	The eMigrate mobile app should support all platforms like Android, iOS etc. It should be fully interactive, native mobile app, built using the platform-specific development tools and technologies defined by Google, Apple respectively.	Please confirm only pre-defined standard platforms - Android and iOS to be included. Please remove the phrases like all platforms/ etc.	Only IOS and Android are required. If requirement for anyother platform comes in future that shall be taken up under chargeable Change Request/ CCN.
TCS85	Volume 1 Section No. 6.28 Mobile Application Page No. 59	3. The eMigrate mobile app should support all platforms like Android, iOS etc.	We understand that only Android and iOS are to be supported. Please confirm	Yes. Please also refer to the response given at TCS84.
TCS86	Volume 1 Section No. 7.1 Manpower deployment requirements Page No. 61	(vi) SP shall deploy adequate security staff at DC and DRC. (vii) Security staff must be at least 10th pass and have at least 3 years of prior experience in handling security of office/ industrial premises.	This requirement is not feasible in a cloud based deployment. Please remove this clause.	DC/DRC/Cloud facility proposed by the bidders shall meet this criteria.
TCS87	Volume 1 Section No. 7.3 Change management requirements Page No. 63	5. SP shall conduct the following trainings for various stakeholders:	We understand that the training venue, infrastructure like PC, projector, Internet connectivity etc. will be provided by the department. Please confirm.	The understanding is correct.

TCS88	Volume 1 Section No. 7.3 Change management requirements Page No. 64	8. SP shall also be responsible for retraining the MEA, PGE and PoE personnel whenever changes are made to the eMigrate application or personnel are replaced	Retraining the personnel after every change or whenever personnel are replaced is impractical. It is recommended that this clause be modified to " Every quarter, the SP shall be responsible for assessing the requirement for retraining the MEA, PGE and PoE personnel on account of changes made to the eMigrate application or personnel being replaced, and imparting training if required" We recommend that CBT should be allowed instead.	Please refer to the response given at INFOSYS62.
TCS89	Volume 1 Section No. 7.4 Operations and maintenance requirements Page No. 64	SP shall provide Operations and Maintenance (O&M) support for the project for 8 years, and for the extended term, if any, from the date of Go-Live.	Please make the total project duration between 5 to 7 years as Cloud service providers may not be able to provide any proposal/ quotation covering 11 years. Also it is not feasible to take Warranties from OEMs for more than 7 years.	Please refer to the response at INFOSYS81.
TCS90	Volume 1 Section No. 7.4.2 Infrastructure management Page No. 65	Infrastructure management includes overall management and administration of entire IT and Non-IT infrastructure including servers (including server operating system), network components, storage devices, UPS, DG sets, air-conditioners, etc. SP shall be responsible for the following activities as part of infrastructure management:	This will not be applicable for cloud based implementation. Kindly remove/modify accordingly.	Solution proposed by the bidder shall meet all RFP requirements.
TCS91	Volume 1 Section No. 7.4.2.8 Backup & Disaster Recovery Management Page No. 66	DC and DR replication shall be required to be done during non-peak hours at every 24 hours for non-critical data. For critical data, the replication shall be needed at every 2 hours. The critical data shall be of those related to the payment transactions done by the users of the core application software. Nonpeak hours are between 10pm to 6am (next morning). DR may be of appropriate sizing not necessary of equal size of DC< to enable the continuation of operation of core services in case of non availability of DC for any reason. For running all services at DC, the attachment uploading with EC application approval shall not be required	Kindly define RPO and RTO.	Please refer to the response given in INFOSYS191.

TCS92	Volume 1 Section No. 7.4.2.9 Security Management Page No. 66	(ii) 100% antivirus coverage with patterns not more than one week old on any given system	Pursuant to Pg. 16 clause (vi) Procurement and setup of client-end hardware, software and LAN, we infer the Antivirus solution for the client end hardware viz. desktops / laptops is out of bidders scope of work. Please clarify.	Yes the understanding is correct.
TCS93	Volume 1 Section No. 7.4.2.9 Security Management Page No. 66	(ii) 100% antivirus coverage with patterns not more than one week old on any given system	The bidder understands that the antivirus solution is only confined to the endpoints (Virtual Machines) in the proposed DC and DR setup. Kindly confirm.	Antivirus coverage shall be required for all hardware and software procured by the SP for the project.
TCS94	Volume 1 Section No. 7.4.2.9 Security Management Page No. 67	(iii) Reporting and resolution of security incidents	Does IA have to propose SIEM solution for security incidents monitoring, reporting and resolution?	Solution proposed by bidder shall meet all RFP requirements.
TCS95	Volume 1 Section No. 7.4.2.9 Security Management Page No. 67	(v) Daily Review of logs that are of significance such as abnormal traffic, unauthorized penetration attempts, any sign of potential vulnerability, Security alerts and responses. Proactive measures in the event a problem is detected.	Does IA have to propose SIEM solution for review of security logs, alerts?	Solution proposed by bidder shall meet all RFP requirements.
TCS96	Volume 1 Section No. 7.5 Implementation of SLA monitoring system Page No. 67	(iii) The SLA measurement & reporting system shall be reviewed and certified by a third-party audit agency before project go-live and start of operations. MEA	We request that this audit be moved post Go-Live	RFP clause remains unchanged.

TCS97	Volume 1 Section No. 7.6.4 Physical and environmental security Page No. 68	The eMigrate application should be hosted in a secure data centre facility to prevent unauthorized access and damage to information resources. All physical entry and exit points should be controlled using access control mechanism. The facility should be monitored 24 hours a day using cameras. Signs indicating "Authorized Personnel Only" or a similar message should be prominently displayed at all facility entrances. All information storage media (e.g. hard disks, floppy disks, magnetic tapes and CD-ROMs) containing sensitive or confidential data will be physically secured, when not in use. Security inspections should be made periodically.	Physical and environmental security is applicable only in case of physical on-premise data centre, may not be applicable in cloud based Datacenter. Request clarification on the data centre hosting environment and security controls required for secure data centre facility.	Please refer to the response given at TCS86.
TCS98	Volume 1 Section No. 9 Compliance & Adherence to Standards Page No. 72	Digital Certificate - X.509, RSA [Class II, III]	X.509, RSA [Class II, III] standards of DSC will be ensured by the certificate issuing authority. Request emigrate to clarify scope and ownership of this requirement.	The application software shall be compliant with the DSC standards and specification.
TCS99	Volume 1 Section No. 10. Service Level agreements Page No. 73	SLM 2:- Availability of all systems, services & network links at central system (Cloud, DC, DRC) (needed with a Ping interval 2 minutes)	Please modify the SLAs as per service availability on a Cloud.	Solution proposed by bidder shall meet all RFP requirements.
TCS100	Volume 1 Section No. 10. Service Level agreements Page No. 75	Resolution of software defects reported to SP (working window : 6AM to 10 PM) - Sev 1/ Sev 2/ Sev 3 (30 mins/ 60 mins/ 120 mins)	Pls confirm if the timelines are for response time or resolution time. Resolution time of 30/60/120 mins for each defect is not feasible. Hence please change this to response time (average time to be considered). In conflict with section 7.4.1 (ii) and 7.4.2.1 of RFP Vol 1 (page 64, 65), resolution for incidents and application bugs/ issues are to be provided as per the resolution time limit agreed upon with MEA.	The timelines are for resolution.
TCS101	Volume 1 Section No. 10 Service Level Agreements (SLA) Page No. 77	(iv) If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract.	Please amend this clause as given below: (iv) If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract. However, request the MEA to deduct a maximum of 5% of the SLA penalty from the O&M invoice.	RFP clause remains unchanged.

TCS102	Volume 1 Section No. 10 Service Level Agreements (SLA) Page No. 77	1. The SLA measurement tool designed & developed by SP shall be tested and certified for its accuracy, reliability and completeness by the 3rd Party agency before it is deployed. (i) If the SLA measurement tool and/or data equivalent to more than 5% of sample size is missing or unavailable for a particular SLA metric or if the tool is found to be unreliable then the quarterly credit for that metric would be counted as Zero (or lower if specified). (ii) If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores. (iii) In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores. (iv) If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract. To achieve continuous improvement, service levels will need to be reviewed at the end of each 12	Please amend the clause as given below : 1. The SLA measurement tool designed & developed by SP shall be tested and certified for its accuracy, reliability and completeness by the 3rd Party agency before it is deployed. (i) If the SLA measurement tool and/or data equivalent to more than 5% of sample size is missing or unavailable for a particular SLA metric or if the tool is found to be unreliable then the quarterly credit for that metric would be counted as Zero (or lower if specified). (ii) If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores. (iii) In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores. (iv) If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract. To achieve continuous improvement, service levels will need to be reviewed at the end of each 12-month period and suitably modified if necessary. Modification of service levels will be subject to mutual agreement between MEA and SP. Each expected service level will be reset to the highest quarterly actual result at or above the expected service level achieved during the 12-month period. Notwithstanding anything contained herein or in any other document, the maximum aggregate penalty shall not exceed 5% of the delayed services or deliverables.	RFP clause remains unchanged.
TCS103	Volume 1 Section No. 11 Acceptance Testing, Audit & Certification Page No. 78	A 3rd Party Audit Agency (3PAA) shall be appointed by MEA to review all aspects of the project and certify compliance with RFP before the system is rolled out and declared "Go-Live". In General, for all projects of Government of India, "M/s. STQC" had been the official third-party audit agency. The same process shall be followed in this version also. The 3PAA should be a CERT-IN empanelled vendor.	As per the RFP requirement, ISO 27001 certification is going to be achieved. Request clarification on cost of certification to be borne by MEA or IA?	Please refer to the response given at INFOSYS207.

TCS104	Volume 1 Section No. 11 Acceptance Testing, Audit and Certification Page No. 78	A 3rd Party Audit Agency (3PAA) shall be appointed by MEA to review all aspects of the project and certify compliance with RFP before the system is rolled out and declared "Go-Live". In General, for all projects of Government of India, "M/s. STQC" had been the official third-party audit agency. The same process shall be followed in this version also. The 3PAA should be a CERT-IN empaneled vendor. The 3PAA shall certify the following aspects: (i) Functional review (ii) Non-functional review- a) Security, b) Performance, c) Availability, d) Scalability, e) Interoperability, f) Standards, g) Strategic Control of MEA (iii) Infrastructure review (iv) Project documentation	1) As per our understanding CERT-IN empaneled vendors can undertake only the Security review, the remaining will need to be carried out by STQC. Please confirm 2) As per our previous experience audits and certifications by STQC are time taking activities and can attribute to delays in the Go-Live of the project. It is not feasible to complete these audits in the time frame allocated. We request that this activity be moved after Go-live.	Kindly refer to the response given at CMS27.
TCS105	Volume 1 Section No. 12.1 Emigrant Data Page No. 79	Emigrant data	Please share the MEA's projections for emigration clearances in the next few years.	The numbers cannot be projected at this stage. For sizing kindly refer to the response at IBM5 and INFOSYS59(i)
TCS106	Volume 1 Section No. 13 Strategic Control Requirements Page No. 80	2. Any changes to the application, required to enhance the functionality, or to improve performance or to cover security gaps, shall first be documented by the SP in detail such as the proposed change, the reasons necessitating the change, the impact of change on application, effort and time required in effecting the change. Thereupon a request shall be referred to the Application Administrator(s) or equivalent personnel designated by MEA for the purpose, to approve the proposed changes..... 3. No change to the application shall be affected by the SP unless the process defined at (b) above is adhered to.	We understand that para (b) referred under para 3 should be read as para 2. Pls confirm.	The understanding is correct. The revised clause is given below - 3. No change to the application shall be affected by the SP unless the process defined at (2) above is adhered to.

TCS107	Volume 1 Section No. 13.1.2.1 Retention of ownership and control over the database Page No. 81	Retention of ownership and control over the database	Kindly define the Archival/Purge Frequency as this will have cost implication.	The archival and purge shall be undertaken as per the storage requirement defined in the RFP and utilisation of the same.
TCS108	Volume 2 Section No. 2.2 List of documents in this Tender Page No. 9	The Tender document of three volumes of the Request for Proposal. (i) RFP Volume 1: Functional, Technical, and Operational Requirements (ii) RFP Volume 2: Commercial and Bidding Terms (iii) RFP Volume 3: Contractual and Legal Specifications. The bidders are expected to examine all instructions, forms, terms, project Version 2.0 requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its proposal and forfeiture of the Bid security.	Please remove the clause of forfeiture of bid security as the clause is subjective and conditional on responsive bid which is not quantifiable.	RFP clause remains unchanged.
TCS109	Volume 2 Section No. 3.3 Terms of payment for IA Page No. 13	(iii) No payment shall be made before the project is declared Go-Live as prescribed in this RFP	a) Request the 50% balance CAPEX not be spread over the 8 years. The bidder would be investing substantial amount during the Go Live phase and hence request the billing and payment milestones be changed wherein CAPEX is paid during the Go Live phase. Suitable milestone payment be defined accordingly for each component of deliverables. b) In case of Cloud based implementation, payment terms needs to be revised accordingly.	RFP clause remains unchanged.
TCS110	Volume 2 Section No. 3.3 Terms of payment for IA Page No. 13	(v) Payment for all other elements including Opex for the emigrate solution and remaining 25% of the cost elements referred above will be made in equal quarterly instalments (EQI) over the eight years operation and maintenance period at the end of every quarter after the project Go-Live date.	The remaining 25% should be read as 50%. Pl confirm	Please refer to the response given at CMS15

TCS111	Volume 2 Section No. 4.2 Documents comprising the bidders' proposal Page No. 15	The bid shall be submitted with the covering letter as specified and enclosed in the main envelope, which will contain the Bid Security, Prequalification proposal, Technical proposal and Commercial proposal Envelopes.	a) We understand that the hard copy of following are to be submitted: Original Bid Security, Pre-Qual Proposal and Technical Proposal. Please confirm. b) As mentioned in RFP Vol 2 Page 22 - "3. Commercial details shall be submitted only in the CPPP". Hence no hard copy submission is required for commercial proposal. Please confirm.	(i) Understanding given in (a) is correct. (ii) specific details of financial shall be also be required to be submitted in hard copy format for as per the clarification given TCS188 and INFOSYS214.
TCS112	Volume 2 Section No. 4.3 Prequalification Proposal - Poiny iv Page No. 16	(b) The company should have been in operation for at least 5 years as of 31-03-2020, as evidenced by the Certificate of Commencement of Business issued by the Registrar of Companies.	Certificate of incorporation is deemed to be commencement of business incase of public limited companies. Hence please allow the bidder to submit this certificate signed by Authorized Signatory.	ok
TCS113	Volume 2 Section No. 4.3 Prequalification Proposal Page No. 16	(d) The bidder should have earned revenues of Rs. 200 crore or more from the IT business in each of the last 3 financial years, as evidenced by the audited financial statements of the company for the respective financial years. Revenues from the ITES business (if any) shall not be considered for satisfying the revenue criteria specified above and therefore the financial statements must distinctly describe the revenue heads.	Please amend this as published audited financial statements do not carry segregated data like this. Hence please allow the bidder to submit a certificate signed by the Authorised signatory to confirm the same.	Please refer to the response given at CMS9.
TCS114	Volume 2 Section No. 4.3 Prequalification Proposal Page No. 16	(e) The bidder should have successfully completed implementation of at least 2 IT projects (including both supply of bespoke software and hardware) during the last 5 years wherein the value for those projects should be at least Rs. 50 crores. This should be evidenced by a certificate issued by the authorized signatory of the concerned client organization.	As the projects are under NDA, It is not possible to provide client certificate. Please allow the bidders to submit the Certificate from the Authorized Signatory/Company Secretary duly indicating the salient points like cost, period, scope, Current Status / successful completion of the projects.	RFP clause remains unchanged.
TCS115	Volume 2 Section No. 4.4 Technical proposal Page No. 18	(h) Proposed IT infrastructure solution • Scalability Provision	Please provide details on the scalability expected from the solution in terms of YoY growth of users, concurrency, storage etc.	Please refer to the response given at INFOSYS279.

TCS116	Volume 2 Section No. 4.4 Technical proposal Page No. 18	(i) Computing infrastructure • Storage infrastructure at DC , DRC, Cloud	Please clarify the intent of putting Cloud along with DC, DRC in this clause	Please refer to the response given at CMS28.
TCS117	Volume 2 Section No. 4.4 Technical Proposal Page No. 19	All the resumes of the proposed team should be given in the following format only	Please specify the key role so that the bidder can propose resources against those key roles and submit their resumes along with the bid response. The profiles of other non-key resources can be shared with the department at the time of their actual deployment in the project. Please amend the clause accordingly.	Bidders should propose profiles as per the rules mentioned in Sec 7.1 of RFP Volume 1 and as per the assessment done by them.
TCS118	Volume 2 Section No. 4.4 Technical Proposal Page No. 19	Note: weightage shall be given to the proposal containing (automated) industry accepted tool for project.	Please elaborate the weightage criteria (scoring) and its impact on scoring.	Please refer to the response given at LTI21.
TCS119	Volume 2 Section No. 4.4 Technical Proposal Page No. 20	Note: During evaluation of the proposal, weightage shall be considered for professionals with qualification from reputed institutions including IIT,NIT,REC,IIMs etc.,	Please elaborate the weightage criteria (scoring) and its impact on scoring.	It shall be done on the basis of comparison of manpower proposed by the bidders for the qualification proposed.
TCS120	Volume 2 Section No. 4.4 Technical Proposal Page No. 20	(b) OEM, if associated with multiple bidders for the project, shall ensure to offer the same costing to all the bidders. In case of variation of the costing, the least cost quoted by the SP shall be taken into consideration.	Request MEA to considering dropping this clause as the SP will not have any control over the prices and the cost shared by the OEMs to multiple SPs during the bid submission stage. Further every SP has it's own internal policies and guidelines and pricing modules for bid submission and as such there would be variation in the costing.	Please refer to the response given at INFOSYS214.
TCS121	Volume 2 Section No. 4.4 Technical proposal Page No. 20	(ix) Source Code and IPR The source codes & intellectual property rights of all the software/ deliverable developed under this project shall be the exclusive property of MEA. Bidder shall submit a declaration to this effect.	We understand that this clause pertains to bespoke software developed, and does not pertain to any COTS or pre-existing software / IP that the bidder may propose. Please confirm	The understanding is correct.

TCS122	Volume 2 Section No. 4.4 Technical Proposal Page No. 20	(ix) Source Code and IPR The source codes & intellectual property rights of all the software/ deliverable developed under this project shall be the exclusive property of MEA. Bidder shall submit a declaration to this effect. (x) Total Responsibility Bidder shall submit a statement, without any condition, undertaking total responsibility for the defect free operation of the eMigrate system.	Please amend this clause as given below: (ix) Source Code and IPR The source codes & intellectual property rights of all the software/ deliverable developed under this project (<u>bespoke development</u>) shall be the exclusive property of MEA. Bidder shall submit a declaration to this effect. (x) Total Responsibility Bidder shall submit a statement, without any condition, undertaking total responsibility for the defect free operation of the eMigrate system.	Please refer to response given at TCS121.
TCS123	Volume 2 Section No. 4.8 Period of Validity of Proposals Page No. 22	a. The proposals shall be valid for a period of 9 months (Nine months) from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal. b. In exceptional circumstances, at its discretion, MEA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing.	Please amend this clause as given below: a. The proposals shall be valid for a period of 9 ⁶ months (Nine ^{six} months) from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal. b. In exceptional circumstances, at its discretion, MEA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing.	RFP clause remains unchanged.
TCS124	Volume 2 Section No. 4.14 Prices Page No. 23	(i) The bidder shall quote the price as per specified format fixed for the entire project on a single responsibility basis. MEA reserves the right to procure the components/services listed in this RFP in whole or in part.	The quoted price is for the quantities mentioned in the proposal and any downward revision will have impact on financials and fulfillment of the project deliverables. Any upward revision can be upto 10% of the quoted quantities. Hence please modify/remove this clause.	RFP clause remains unchanged.
TCS125	Volume 2 Section No. 4.14 Prices Page No. 23	(i) The price would be inclusive of all taxes, duties, charges and levies as applicable.	The tax paid is a government to government transaction and incase of any revision (upward/downward) is to be borne by the purchaser. This is also as per Meity Model RFP guidelines. The bidder has no visibility on future tax revisions. Hence please amend this clause as given below: (i) The price would be in exclusive of all taxes, duties, charges and levies as applicable.	RFP clause remains unchanged. Please also refer to the response given at Infosys12.

TCS126	Volume 2 Section No. 4.20 Conditions The following terms are applicable - Point i Page No. 25	The MEA reserves the right to enter into relationships with more than one bidder; can choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP;	The solution provided by the bidder is comprehensive and interlinked by all components, hence the components/services can not be desegregated. Please remove this clause.	RFP clause remains unchanged.
TCS127	Volume 2 Section No. 5.6 Opening and Evaluation of Technical Proposals Page No. 28	(ii) e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.	a) Please share Project citation format b) As the projects are under NDA and it is not feasible to share the client contact information. Hence please remove this requirement of sharing client contact information	i) Bidders may use their own format ii) RFP clause remains unchanged.
TCS128	Volume 2 Section No. 5.6 Opening and Evaluation of Technical Proposals Page No. 29	1) Financial Ability Qualifier 100 Crore for bidder in each of the past 3 FY (2018-19, 2017-18, 2016-17)	Please modify the last three financial years to FY (2019-20 , 2018-19, 2017-18)	Results for any 3 consecutive years from FY 2019-20, 2018-19, 2017-18, and 2016-17 shall be considered.
TCS129	Volume 2 Section No. 5.6 Opening and Evaluation of Technical Proposals Page No. 29	(1) Financial Ability and (2) Net Profit (as % of Turnover) of the Company Supported by Signed Balance Sheets	We understand that the bidder can submit the relevant pages of the balance sheets from Published Financial statements and getting those signed from authorized signatory. Please confirm.	Yes
TCS130	Volume 2 Section No. 5.6 Opening and Evaluation of Technical Proposals Page No. 29	3 - Past Experience in e-Governance Project (10 years) 5 or more e-Governance projects worth at least Rs. 100 Crores out of which at least 3 has been completed and 2 or more are in progress Note: The bidder must submit completion certificate, work order and progress report to substantiate the information provided	a) By completed projects we understand that the projects have been implemented/Gone Live and are in Operations and Maintenance Phase. Please confirm. b) As the projects are under NDA, It is not possible to provide the completion certificate, work order etc. Please allow the bidders to submit the Certificate from the Company Secretary duly indicating the salient points like cost, period, scope, Current Status / successful completion of the projects. c) Please provide a project citation format in which the project details needs to be submitted.	(i) Please refer to the response given at CMS12 (ii). (ii) Please refer to the response given at TCS127.

TCS131	Volume 2 Section No. 5.6 Opening and Evaluation of Technical Proposals Page No. 30	4 - Past Experience in IT Turnkey Project (3 years) - 3 projects Four projects each worth more than Rs.200 crores & cumulative Rs.1000 crores Note: The bidder must submit completion certificate, work order and progress report to substantiate the information provided	a) We understand that the Project completed / ongoing i.e. successfully operational during last 3 financial years (2018-19, 2017-18, 2016-2017) will be considered. Please confirm. b) As the projects are under NDA, It is not possible to provide the completion certificate, work order etc. Please allow the bidders to submit the Certificate from the Company Secretary duly indicating the salient points like cost, period, scope, Current Status / successful completion of the projects. c) Please provide a project citation format in which the project details needs to be submitted.	i) Both project completed/ongoing shall be considered.
TCS132	Volume 2 Section No. 5.6 Opening and Evaluation of Technical Proposals Page No. 32	7) Project Implementation Plan - Manpower Deployment Process: Number of Members exclusively deployed for this project - 5 Marks	Please specify for which all roles does the bidder need to provide CVs and how many marks will be allocated for each type of role.	Kindly refer to the response given at TCS117.
TCS133	Volume 2 Section No. 5.6 Opening and Evaluation of Technical Proposals Page No. 32	7) Project Implementation Plan - Experience of this manpower, their qualification- 5 Marks - Certification & strength of this manpower relevant to this project- 5 Marks	Please specify the marking criteria based on qualification, experience, certification, skill set basis which the 10 marks will be awarded.	The clause is revised as below - Project Implementation Plan - 17 marks The proposed plan must constitute but not be limited to the following points: 2 marks -Taking over from exiting IA & its timeline -Timeline for procurement & establishment of infrastructure (IT & Non-IT) -Timeline for deployment of overall solution & readiness for service delivery Manpower Deployed exclusively for this project - Experience of this manpower, their qualification- 10 Marks - Certification & strength of this manpower relevant to this project- 5 Marks Evaluation shall be done on the basis of comparative manpower proposed by the bidders with the qualification,

TCS134	Volume 2 Section No. 5.6 Opening and evaluation of technical proposal Page No. 32	Search Optimization strategy	Please elaborate on the requirement of Search Optimization strategy.	Requirement is to deploy a search engine that can discover and catalogue all the information available at the portal and deploy an organic search engine, ordering it by how well the keyword matches. Additionally all the content has to be ranked on whether available for external or
TCS135	Volume 2 Section No. 5.6 Opening and Evaluation of Technical Proposals Page No. 32-33	9) Data Centre Management Experience, NOC, SOC -Owned and Managed Data Centre & Disaster Recovery, NOC - 4 Marks -Managed own DC but DR hosted at 3rd Party - 3 Marks	a) What understand that the bidder need to submit an undertaking for the stated criteria signed by authorized signatory. b) Please clarify what is definition of Owned and Managed Data Centre & Disaster Recovery, NOC	The clause is revised as - "Experience in projects having Data Center and Disaster recovery centers - on prem/ co-located basis (1 mark per project) - Maximum marks 4 Marks."
TCS136	Volume 2 Section No. 6.4 Signing of Contract Page No. 35	The bidder shall sign the agreement with MEA in the format provided in Volume 3 of this RFP, within 30 days of the award. MEA reserves its right to modify any clause of the agreement prior to signing and upon adequate notice to the bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award and forfeiture of Bid Security.	Please amend this clause as given below: The bidder shall sign the <u>mutually agreed</u> agreement with MEA in the format provided in Volume 3 of this RFP, within 30 days of the award. MEA reserves its right to modify any clause of the agreement prior to signing and upon adequate notice <u>and agreement to</u> of the bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award and forfeiture of Bid Security.	RFP clause remains unchanged.

TCS137	Volume 2 Section No. 6.5 Performance Bank Guarantee Page No. 35	<p>(i) The successful bidder shall at his own expense deposit with MEA, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled bank acceptable to MEA, payable on demand, for the due performance and fulfillment of the contract by the bidder. The PBG will be made in the format given at Annexure 4 of the Volume 2 of this RFP.</p> <p>(ii) This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. For this purpose, the contract value shall be the Total eMigrate Solution Cost (TC) quoted by the bidder in its Commercial Proposal as per the specified format. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank contract period. Subject to the terms and conditions in the performance bank guarantee, the performance bank guarantee will lapse automatically on its expiry date. The performance bank guarantee may be discharged/ returned by MEA upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee. (iii) In the event of the bidder being unable to service the contract for whatever reason, MEA would invoke the PBG. Notwithstanding</p>	<p>Please amend this clause as given below:</p> <p>(i) The successful bidder shall at his own expense deposit with MEA, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled bank acceptable to MEA, payable on demand, for the due performance and fulfillment of the contract by the bidder. The PBG will be made in the format given at Annexure 4 of the Volume 2 of this RFP. (ii) This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. For this purpose, the contract value shall be the Total eMigrate Solution Cost (TC) quoted by the bidder in its Commercial Proposal as per the specified format. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank contract period. Subject to the terms and conditions in the performance bank guarantee, the performance bank guarantee will lapse automatically on its expiry date. The performance bank guarantee may be discharged/ returned by MEA upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee. (iii) In the event of the bidder being unable to service the contract for whatever reason attributable to it, MEA would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MEA under the contract in the matter, the proceeds of the PBG shall be perform/comply its obligations under the contract. MEA shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 14 days of the notice date. (iv) bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him</p>	RFP clause remains unchanged.
TCS138	Volume 2 Section No. 6.5 Performance Bank Guarantee Page No. 36	<p>(iv) MEA shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.</p>	<p>Please amend this clause as given below:</p> <p>(iv) MEA shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.</p>	RFP clause remains unchanged.

TCS139	Volume 2 Section No. 6.6 Warranty & Maintenance Page No. 36	(ii) Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on same terms and conditions.	Please amend this clause as given below: (ii) Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on same at terms and conditions mutually agreeable to both SP and MEA	RFP clause remains unchanged.
TCS140	Volume 2 Section No. 6.6 Warranty & Maintenance Page No. 36	(i) The successful bidder shall provide a comprehensive warranty for duration of 8 years, - as per provisions in this RFP. (ii) Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on same terms and conditions. (iii) Bidder shall also provide complete maintenance support for all the eMigrate system components and infrastructure as outlined in this RFP for the complete period of the validity of contract. (iv) During the warranty period, the bidder warrants that the goods supplied under the contract are new, unused, of the most recent version/ models and shall incorporate all improvements in design and materials, as and when they become commercially available, unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship. (v) MEA shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to MEA and within time specified and acceptable to MEA. (vi) If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, MEA may proceed to take such reasonable remedial	Please amend this clause as given below: (i) The successful bidder shall provide a comprehensive warranty for duration of 8 years, - as per provisions in this RFP. (ii) Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on same mutually agreed terms and conditions. (iii) Bidder shall also provide complete maintenance support for all the eMigrate system components and infrastructure as outlined in this RFP for the complete period of the validity of contract. (iv) During the warranty period, the bidder warrants that the goods supplied under the contract are new, unused, of the most recent version/ models and shall incorporate all improvements in design and materials, as and when they become commercially available, unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship. (v) MEA shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to MEA and within time specified and acceptable to MEA. (vi) If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, MEA may proceed to take such reasonable remedial	RFP clause remains unchanged.

TCS141	Volume 2 Annex 1: Bid Covering Letter Page No. 38	Annex 1: Bid Covering Letter [Date] The Secretary Ministry of External Affairs (MEA) Government of India, Akbar Bhawan, Chanakyapuri New Delhi Dear Sir, Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project. Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Project for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the pre-qualification proposal as required by the Tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate Project. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to MEA, for a sum equivalent to 10% of the total contract value, as quoted in our commercial proposal for the due performance of the contract. We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of Nine months from the date fixed for tender opening and it shall remain	Please amend the Letter as given below: Annex 1: Bid Covering Letter [Date] The Secretary Ministry of External Affairs (MEA) Government of India, Akbar Bhawan, Chanakyapuri New Delhi Dear Sir, Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project. Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Project for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the pre-qualification proposal as required by the Tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate Project. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to MEA, for a sum equivalent to 10% of the total contract value, as quoted in our commercial proposal for the due performance of the contract. <u>Subject to deviations</u> We we agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of Nine <u>six</u> months from the date fixed for tender opening and it shall remain binding upon us with full force and virtue. Until within this period a formal <u>mutually agreed</u> contract is prepared and executed, the RFP, this tender response, together with your written acceptance	RFP clause remains unchanged.
TCS142	Volume 2 Annex 1: Bid Covering Letter Page No. 38 -39	Annex 1: Bid Covering Letter CERTIFICATE AS TO AUTHORISED SIGNATORIES	As the Power of Attorney/ Board Resolution has already been asked separately, please remove this clause of Company Secretary authorization from Bid COVER LETTER	Power of Attorney/ Board Resolution shall suffice for authorised signatory for signing Covering Letter

TCS143	Volume 2 Annex 2: Technical Proposal Covering Letter Page No. 40	Annex 2: Technical Proposal Covering Letter The Secretary, Ministry of External Affairs (MEA) Government of India Akbar Bhawan, Chanakyapuri New Delhi Dear Sir, Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project. Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Project for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the technical proposal as required by the Tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate Project. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to MEA, for a sum equivalent to 10% of the total contract value, as quoted in our commercial proposal for the due performance of the contract. We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of Nine (plus one month) months from the date fixed for tender opening and	Please amend the Letter as given below: Annex 2: Technical Proposal Covering Letter The Secretary, Ministry of External Affairs (MEA) Government of India Akbar Bhawan, Chanakyapuri New Delhi Dear Sir, Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project. Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Project for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the technical proposal as required by the Tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate Project. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to MEA, for a sum equivalent to 10% of the total contract value, as quoted in our commercial proposal for the due performance of the contract. Subject to deviations. We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of Ninesix (plus one month) months from the date fixed for tender opening and it shall remain binding upon us with full force and virtue. Until within this period a formal mutually agreed contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MEA. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and	RFP clause remains unchanged.
TCS144	Volume 2 Annex 2: Technical Proposal Covering Letter Page No. 40 -41	Annex 2: Technical Proposal Covering Letter CERTIFICATE AS TO AUTHORISED SIGNATORIES	As the Power of Attorney/ Board Resolution has already been asked separately, please remove this clause of Company Secretary authorization from Technical Proposal Covering Letter	Please refer to the response at TCS142

TCS145	Volume 2 Annex 3: Commercial Proposal Covering Letter Page No. 42	Annex 3: Commercial Proposal Covering Letter [Date] The Secretary, Ministry of External Affairs (MEA) Government of India Akbar Bhawan, Chanakyapuri New Delhi Dear Sir, Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project. Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Solution for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the commercial proposal as required by the Tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate System. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to MEA for a sum equivalent to 10% of the total contract value, as quoted in our commercial proposal of the tender document for the due performance of the contract. We agree for unconditional acceptance of all the terms and conditions in the tender document and also agree to abide by this tender response for a period of Nine months from the date fixed for tender	Please amend the Letter as given below: Annex 3: Commercial Proposal Covering Letter [Date] The Secretary, Ministry of External Affairs (MEA) Government of India Akbar Bhawan, Chanakyapuri New Delhi Dear Sir, Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project. Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Solution for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the commercial proposal as required by the Tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate System. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to MEA for a sum equivalent to 10% of the total contract value, as quoted in our commercial proposal of the tender document for the due performance of the contract. <u>Subject to deviations</u> . We agree for unconditional acceptance of all the terms and conditions in the tender document and also agree to abide by this tender response for a period of Nine six months from the date fixed for tender opening and it shall remain binding upon us. Until within this period a formal <u>mutually agreed</u> contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MEA. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other	RFP clause remains unchanged.
TCS146	Volume 2 Annex 3: Commercial Proposal Covering Letter Page No. 42- 43	Annex 3: Commercial Proposal Covering Letter CERTIFICATE AS TO AUTHORISED SIGNATORIES	As the Power of Attorney/ Board Resolution has already been asked separately, please remove this clause of Company Secretary authorization from Commercial Proposal Covering Letter	Please refer to the response at TCS142

TCS147	Volume 2 Annex 4: Performance Bank Guarantee Page No. 44	Annex 4: Performance Bank Guarantee	Please add the below clause in PBG format: Annex 4: Performance Bank Guarantee <u>This Bank Guarantee issued by _____ Bank, on behalf of the Contractor in favor of Purchaser is in respect of the Contract/agreement dated _____. As communicated by Contractor on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Contractor by Purchaser, in respect of pervious contracts between Contractor and Purchaser. As communicated by Contractor on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Contractor and Purchaser. Notwithstanding anything contained hereinabove: a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only) b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of Purchaser under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</u>	RFP clause remains unchanged.
TCS148	Volume 2 Annex 6: Formats for Commercial Specifications/ Quotations Page No. 52	(c) Within five years of go-Live, in case change request implementation demands additional hardware or software, rates quoted by the SP in this bid shall stand valid	Request this clause be dropped as this is open-ended or maximum percentage of additional items should be defined. Any additional HW or SW requirement during the course of the implementation, the bidder would quote competitive rates and the same needs to be considered and agreed by MEA	RFP clause remains unchanged.
TCS149	Volume 2 Annex 6: Formats for Commercial Specifications/ Quotations Page No. 52	(d) Beyond five years, if such requirement arises as at point (b) above, MEA may decide to take open market /bid approach for any such procurement, in the event of SP's offer being found not reasonable. However, SP shall be bound to complete the implementation and comply to the SLA metrics for any such Change Requests, where the Hardware gets procured by MEA from open market	Additional efforts required by the SP to complete the implementation and meet the SLA's due to procurement of any HW or SW, etc. needs to be compensated by MEA. The cost for such implementation and support would be mutually discussed and agreed by SP and MEA	RFP clause remains unchanged.

TCS150	Volume 2 - Annex 6: Formats for Commercial Spécifications/ Quotations - Page 49-52 and BOQ_589608	Annex 6: Formats for Commercial Spécifications/ Quotations and BOQ	Formats given in RFP Volume 2 for commercial quotation and the BOQ_589608 excel sheet provided along with RFP are different. Please modify suitably.	information shall be required to be provided in the formats given in the BoQ and the hard copy of the commercial shall be required to be provided as per the response given in INFOSYS214.
TCS151	Volume 2 - Annex 6: Formats for Commercial Spécifications/ Quotations - 49 & 50	Format F2: Infrastructure Details for eMigrate Project Format F3: Infrastructure Details of Hardware for eMigrate Project Cost per Unit (OEM) Cost per unit (SP)	Cost from OEM is internal to the bidder and can not be shared. Please amend the format and change this to single column (Cost per unit).	Please refer to the response given at INFOSYS214
TCS152	Volume 3 Section No. 2.2 Role of the Service Provider Page No. 11	(b) Supply, installation, configuration and commissioning of server-side hardware	Kindly clearly specify the proposed solution needs to be hosted in a Public cloud or colocation based DC and DR. The solution components, its deployment varies as per these two models and hence this clarity is required. If the solution is to be hosted on Cloud then the scope mentioned " Supply, installation, configuration and commissioning of server-side hardware," becomes irrelevant.	Please refer to the response at CMS28.

TCS153	Volume 3 Section No. 4.3 SLA Monitoring Page No. 13	The aforementioned SLA parameters shall be measured on a daily/weekly/monthly/quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools to be designed by the SP for the purpose and audited by a 3rd party audit agency for accuracy, reliability and completeness. If the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of MEA or an agency designated by MEA, then MEA will have the right to take appropriate corrective actions including termination of the contract. The SLA shall be reviewed on an annual basis as MEA decides after taking the advice of the SP, PMG and other agencies. All the changes to be made would be decided by MEA after consultation with the SP. The changes made should not result in undue financial advantage to the SP.	Please amend this clause as given below: The aforementioned SLA parameters shall be measured on a daily/weekly/monthly/quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools to be designed by the SP for the purpose and audited by a 3rd party audit agency for accuracy, reliability and completeness. If the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of MEA as per the agreed terms of an agency designated by MEA , then MEA will have the right to take appropriate corrective actions including termination of the contract. The SLA shall be reviewed on an annual basis as MEA decides after taking the advice of the SP, PMG and other agencies. All the changes to be made would be decided by MEA after consultation <u>agreement</u> with the SP. The changes made should not result in undue financial advantage to the SP.	RFP clause remains unchanged.
TCS154	Volume 3 Section No. 1.1. Definitions Page No. 17	iii. "eMigrate Application Software" means the software designed, developed, tested and deployed by the Service Provider for the purposes of rendering the services to the stakeholders of the project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the project including the improvements and enhancements effected during the term of the project, customization applied to third party products, proprietary software components and tools of the Implementation Agency, and which, i.e., the eMigrate Application Software, shall be solely owned by the MEA;	Please amend this clause as given below: iii. "eMigrate Application Software" means the software designed, developed, tested and deployed by the Service Provider for the purposes of rendering the services to the stakeholders of the project and includes the source code <u>(for bespoke development)</u> along with associated documentation, which is the work product of the development efforts involved in the project including the improvements and enhancements effected during the term of the project, customization applied to third party products, proprietary software components and tools of the Implementation Agency, and which, i.e., the eMigrate Application Software, shall be solely owned by the MEA;	RFP clause remains unchanged.

TCS155	Volume 3 Section No. 1.1. Definitions Page No. 17	iv. "Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to this Agreement or to the SLA) in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the SLA);	Please amend this clause as given below: iv. "Confidential Information" means all information including Project Data (whether in written, oral electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to this Agreement or to the SLA) in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the SLA);	RFP clause remains unchanged.
TCS156	Volume 3 Section No. 1.1. Definitions Page No. 18	viii. Intellectual Property rights" means and includes all rights in the eMigrate Application Software, its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;	Please amend this clause as given below: viii. Intellectual Property rights" means and includes all rights in the eMigrate Application Software, its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code (for bespoke development) and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;	RFP clause remains unchanged.

TCS157	Volume 3 Section No. 2.2 Period of Contract Page No. 21	The term of the contract shall start with the signing of this Agreement and SLA and shall cover the full period of Implementation till MEA declares the eMigrate system "Go-Live" and eight years of Operation & Maintenance from the date of "Go-Live". However, MEA may choose to extend the term for a further period of two years, with all the terms and conditions being the same as for the original term. MEA shall undertake the selection of Replacement Service Provider for executing the eMigrate project activities after the expiry of the term/ extended term specified above. The aforesaid selection process shall commence one year before the expiry of the term/ extended term specified above.	Please amend this clause as given below: The term of the contract shall start with the signing of this Agreement and SLA and shall cover the full period of Implementation till MEA declares the eMigrate system "Go-Live" and eight years of Operation & Maintenance from the date of "Go-Live". However, MEA may choose to extend the term for a further period of two years, with all mutually agreed the terms and conditions being the same as for the original term . MEA shall undertake the selection of Replacement Service Provider for executing the eMigrate project activities after the expiry of the term/ extended term specified above. The aforesaid selection process shall commence one year before the expiry of the term/ extended term specified above.	RFP clause remains unchanged.
TCS158	Volume 3 Section No. 5.1 Termination Page No. 28	i. If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement.	Please amend this clause as given below: i. If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a seven thirty days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement.	RFP clause remains unchanged.
TCS159	Volume 3 Section No. 5.1 Termination Page No. 28	ii. Because time is the essence of the contract, in case, for reasons prima facie attributable to the Implementation agency, there is a delay of more than 4 weeks in the Project Implementation Completion or Go-Live, the Project Director, MEA may terminate this contract after affording a reasonable opportunity to the Service Provider to explain the circumstances leading to such a delay. Further, the Project Director, MEA may also invoke the Performance Guarantee of the Implementation agency.	Please amend this clause as given below: ii. Because time is the essence of the contract, in case, for reasons prima facie attributable to the Implementation agency, there is a delay of more than 4 8 weeks in the Project Implementation Completion or Go-Live solely attributable to the SP , the Project Director, MEA may terminate this contract after affording a reasonable opportunity to the Service Provider to explain the circumstances leading to such a delay. Further, the Project Director, MEA may also invoke the Performance Guarantee of the Implementation agency.	RFP clause remains unchanged.

TCS160	Volume 3 Section No. 5. ARTICLE V - BREACH, RECTIFICATION & TERMINATION Page No. 28-29	5.1 Termination In the event that either Party is in Breach of its obligations under this Agreement or the SLA, the aggrieved Party may terminate this Agreement or the SLA upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the Breach, which could include the following events and the termination will become effective: i. If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement. ii. Because time is the essence of the contract, in case, for reasons prima facie attributable to the Implementation agency, there is a delay of more than 4 weeks in the Project Implementation Completion or Go-Live, the Project Director, MEA may terminate this contract after affording a reasonable opportunity to the Service Provider to explain the circumstances leading to such a delay. Further, the Project Director, MEA may also invoke the Performance Guarantee of the Implementation agency. iii. If there is a Breach which results out of MEA not handing over the site, if any, that was to be handed over by MEA under this Agreement to SP for exercise of the latter's obligations under this Agreement, SP not being provided with requisite access to the IT systems of the other departments/	Please amend this clause as given below: 5.1 Termination In the event that either Party is in Breach of its obligations under this Agreement or the SLA, the aggrieved Party may terminate this Agreement or the SLA upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the Breach, which could include the following events and the termination will become effective: i. If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement. ii. Because time is the essence of the contract, in case, for reasons prima facie attributable to the Implementation agency, there is a delay of more than 4 weeks in the Project Implementation Completion or Go-Live, the Project Director, MEA may terminate this contract after affording a reasonable opportunity to the Service Provider to explain the circumstances leading to such a delay. Further, the Project Director, MEA may also invoke the Performance Guarantee of the Implementation agency. iii. If there is a Breach which results out of MEA not handing over the site, if any, that was to be handed over by MEA under this Agreement to SP for exercise of the latter's obligations under this Agreement, SP not being provided with requisite access to the IT systems of the other departments/ agencies that need to be integrated with eMigrate system as required by this Agreement , or MEA not providing the certification of the Project Implementation Completion i.e. declaration of "Go-Live" without any valid reason, then MEA will be held responsible for the Breach. Unless provided otherwise in this Agreement, in the event of such a Breach SP may give one month's notice to MEA for curing the Breach. In the event the Breach continues, the Service Provider will	RFP clause remains unchanged.
TCS161	Volume 3 Section No. 5.5 Fraud by Service Provider's personnel Page No. 29	MEA reserves its right to initiate criminal action against the agents and employees of the SP for fraud or misappropriation in the Project, besides levying stringent penalties on the SP. The management of the SP would also be made liable for action in case of aforesaid fraud or misappropriation, under the applicable laws, and MEA may call for termination of the contract if MEA deems it necessary to do so.	Please amend this clause as given below: MEA reserves its right to initiate criminal action against the agents and employees of the SP for fraud or misappropriation in the Project, besides levying stringent penalties on the SP. The management of the SP would also be made liable for action in case of aforesaid fraud or misappropriation, under the applicable laws, and MEA may call for termination of the contract if MEA deems it necessary to do so.	RFP clause remains unchanged.

TCS162	Volume 3 Section No. 6.1 Warranties Page No. 30	c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Service Provider is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, the Project Director, MEA will have the option to invoke the Performance Guarantee after serving a written notice fifteen days in advance on the Implementation agency.	Please amend this clause as given below: c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Service Provider is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, the Project Director, MEA will have the option to invoke the Performance Guarantee after serving a written notice fifteen forty five days in advance on the Implementation agency.	RFP clause remains unchanged.
TCS163	Volume 3 Section No. 6.1 Warranties Page No. 30	b. viii. if Service Provider uses, in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or Services or are essential for the successful use of the Deliverables or Services, it will pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to the MEA to the extent possible. In the event that such warranties cannot be enforced by the Project Director, MEA, the Service Provider will enforce such warranties on behalf of the Project Director, MEA and pass on to the Project Director, MEA, the benefit of any remedy received in relation to such warranties.	Please amend this clause as given below: viii. if Service Provider uses, in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or Services or are essential for the successful use of the Deliverables or Services, it will <u>reasonably</u> pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to the MEA to the extent possible. In the event that such warranties cannot be enforced by the Project Director, MEA, the Service Provider will enforce such warranties on behalf of the Project Director, MEA and pass on to the Project Director, MEA, the benefit of any remedy received in relation to such warranties.	RFP clause remains unchanged.
TCS164	Volume 3 Section No. 6.2 Third Party Claims Page No. 31	iii. if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses as provided in Clause 6.2a of this Article;	Please amend this clause as given below: iii. if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the <u>reasonable</u> cost and expense as mutually agreed upon of the Indemnified Party will be included in Losses as provided in Clause 6.2a of this Article;	RFP clause remains unchanged.

TCS165	Volume 3 Section No. 6.3 Limitation of Liability Page No. 32	<p>a. Notwithstanding what has been stated elsewhere in this Agreement, there shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud. b. In all other cases not covered by Clause 6.3a above, the total financial liability of the Service Provider shall be limited to the total value of the contract i.e. the Total eMigrate Solution Cost (TC) quoted by the SP in its commercial proposal to MEA in response to the RFP. c. Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be. d. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation. e. The Project Director, MEA shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.</p>	<p>Please amend this clause as given below:</p> <p>a. Notwithstanding what has been stated elsewhere in this Agreement, there shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud. b. In all other cases not covered by Clause 6.3a above, the total financial liability of the Service Provider shall be limited to the <u>amount paid by MEA to Service Provider in the last twelve months immediately preceding the date on which the liability arose under particular work order</u>total value of the contract i.e. the Total eMigrate Solution Cost (TC) quoted by the SP in its commercial proposal to MEA in response to the RFP. c. Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be. d. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation. e. The Project Director, MEA shall be entitled to claim the remedy of specific performance under this Agreement or the SLA. <u>f. Notwithstanding anything to contained in this Agreement or under any other document, neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of data), 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.</u></p>	RFP clause remains unchanged.
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TCS166	Volume 3 Section No. 6.4 Force Majeure Page No. 32	a. Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other directly due to the extent and for the duration of Force Majeure events such as but not limited to acts of God not confined to the premises of the Party claiming Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.	Please amend this clause as given below: a. Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other directly due to the extent and for the duration of Force Majeure events such as but not limited to acts of God not confined to the premises of the Party claiming Force Majeure, flood, drought, epidemic / pandemic , lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.	RFP clause remains unchanged.
TCS167	Volume 3 Section No. 6.4 Force Majeure Page No. 32	b. The Party seeking to claim Force Majeure shall promptly, within two days of the event being noticed by the Party, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.	Please amend this clause as given below: b. The Party seeking to claim Force Majeure shall promptly, within two two days fifteen days or such other period as mutually agreed , of the event being noticed by the Party, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.	RFP clause remains unchanged.

TCS168	Volume 3 Section No. 6.4 Force Majeure Page No. 33	c. i. Prior to commencement of operations: If the event of Force Majeure had occurred prior to commencement of operations i.e. prior to "Go-Live", then upon its coming to an end the Service Provider shall resume normal activities under this agreement immediately. The Project Director, MEA, if he/ she considers it necessary, may grant an extension of time to the Service Provider for resuming normal activities under this agreement. If the Service Provider does not resume normal activities immediately or within the extended period, if any, granted by the Project Director, MEA, the Project Director, MEA will have the option to levy penalties of Rupees One lakh per day of delay, invoke the Performance Guarantee, obtain substitute performance from an alternate agency at the cost of Service Provider and/or terminate this Agreement. ii. Post commencement of operations: If Force Majeure had occurred post commencement of operations i.e. post "Go-Live", then upon its coming to an end, the Service Provider shall resume normal services under this agreement immediately. The Project Director, MEA, if he considers it necessary, may grant an extension of time to the Service Provider for resuming normal services under this agreement. However, the Project Director, MEA will deduct for each day of the extension period 1% of the EQI payable to the SP for SLA score of 100% from the next actual amount payable to the SP. If normal services are not resumed immediately or within the extended time, the Project Director, MEA	Please amend this clause as given below: c. i. Prior to commencement of operations: If the event of Force Majeure had occurred prior to commencement of operations i.e. prior to "Go-Live", then upon its coming to an end the Service Provider shall resume normal activities under this agreement immediately. The Project Director, MEA, if he/ she considers it necessary, may grant an extension of time to the Service Provider for resuming normal activities under this agreement. If the Service Provider does not resume normal activities immediately or within the extended period, if any, granted by the Project Director, MEA, the Project Director, MEA will have the option to levy penalties of Rupees One lakh per day of delay, invoke the Performance Guarantee, obtain substitute performance from an alternate agency at the cost of Service Provider and/or terminate this Agreement. ii. Post commencement of operations: If Force Majeure had occurred post commencement of operations i.e. post "Go-Live", then upon its coming to an end, the Service Provider shall resume normal services under this agreement immediately. The Project Director, MEA, if he considers it necessary, may grant an extension of time to the Service Provider for resuming normal services under this agreement. However, the Project Director, MEA will deduct for each day of the extension period 1% of the EQI payable to the SP for SLA score of 100% from the next actual amount payable to the SP. If normal services are not resumed immediately or within the extended time, the Project Director, MEA, will have the option to invoke the Performance Guarantee and/or terminate the Agreement. d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule (Schedule VI) of this Agreement. e. Notwithstanding the terms of this Article, the failure on the part of the Service Provider under the SLA or terms under the SLA to implement any disaster contingency planning and back up and other data	RFP clause remains unchanged.
TCS169	Volume 3 Section No. 6.6 Confidentiality Page No. 32	e. The Service Provider shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the MEA, with respect to this Project.	Request this clause be dropped. The bidder has appropriate process in place at the time of onboarding of associates and sub-contractors. As such a separate non-disclosure agreement need not be insisted.	RFP clause remains unchanged.

TCS170	Volume 3 Section No. 7.1 Intellectual Property Page No. 35-38	a. Except to the extent otherwise expressly provided in this Agreement, the Project Director, MEA shall retain exclusive intellectual property rights to the eMigrate Application Software, forms and the compilations of the PROJECT to which the Project Director, MEA has sovereign rights and nothing herein shall or will be construed or deemed to grant to the Service Provider any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights. b. The IPR on the eMigrate application software shall vest with the MEA, as soon as the system is certified by the 3rd party audit agency. A copy of the source code shall be kept in the custody of the MEA on a monthly basis, with proper version control. c. Without limiting the generality of Clause 7.1a of Article VII and except to the extent otherwise expressly agreed by the Parties to this Agreement or the SLA in writing, nothing contained in this Agreement or the SLA shall or will be construed or deemed to grant to the Service Provider any right, title, license or other interest in, to or under (whether by estoppel, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of MEA or PROJECT or its respective affiliates/nominees or any confusingly similar designations of PROJECT. d. Subject to any sole or exclusive rights granted by the MEA to a third party prior to the Effective Date, the MEA grants to the Service Provider and any sub-contractors	Please amend this clause as given below: a. <u>Subject to this clause and</u> Except to the extent otherwise expressly provided in this Agreement, the Project Director, MEA shall retain exclusive intellectual property rights to the eMigrate Application Software, forms and the compilations of the PROJECT to which the Project Director, MEA has sovereign rights and nothing herein shall or will be construed or deemed to grant to the Service Provider any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights. b. The IPR on the eMigrate application software (<u>bespoke development</u>) shall vest with the MEA, as soon as the system is certified by the 3rd party audit agency. A copy of the source code shall be kept in the custody of the MEA on a monthly basis, with proper version control. c. Without limiting the generality of Clause 7.1a of Article VII and except to the extent otherwise expressly agreed by the Parties to this Agreement or the SLA in writing, nothing contained in this Agreement or the SLA shall or will be construed or deemed to grant to the Service Provider any right, title, license or other interest in, to or under (whether by estoppel, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of MEA or PROJECT or its respective affiliates/nominees or any confusingly similar designations of PROJECT. d. Subject to any sole or exclusive rights granted by the MEA to a third party prior to the Effective Date, the MEA grants to the Service Provider and any sub-contractors to the Service Provider solely in their performance of Services for PROJECT or its nominated agencies, non-exclusive, paid-up, royalty-free right and license during the Term of this Agreement, but not the right to sub-license, to use the PROJECT Data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the PROJECT Data to the extent reasonably necessary or useful for the	RFP clause remains unchanged.
TCS171	Volume 3 Section No. 8.1 Confidentiality Page No. 40	e. The provisions of this Article shall survive the expiration or termination of this Agreement.	Please amend this clause as given below: e. The provisions of this Article shall survive <u>for a period of two years post</u> the expiration or termination of this Agreement.	RFP clause remains unchanged.

TCS172	Volume 3 Section No. 8.2 Personnel Page No. 41	The MEA shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that the Project Director, MEA requests that any Service Provider personnel be removed or replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days.	Please amend this clause as given below: The MEA shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that the Project Director, MEA requests that any Service Provider personnel be removed or replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days.	RFP clause remains unchanged.
TCS173	Volume 3 Section No. 8.2 Personnel Page No. 41	a. Personnel assigned by Service Provider to perform the Services shall be employees of Implementation agency, and under no circumstances will such personnel be considered employees of MEA. Service Provider shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws. b. Implementation agency shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, and also that such personnel have appropriate qualifications and experience to perform the Services. The MEA shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that the Project Director, MEA requests that any Service Provider personnel be removed or replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days. c. The Service Provider shall also be responsible to train certain employees of MEA with regard to the Services being provided by the Service Provider as and when required by MEA during the Term of this Project. The parameters of the training required for these employees of MEA shall be communicated by the Project Director, MEA	Please amend this clause as given below: a. Personnel assigned by Service Provider to perform the Services shall be employees of Implementation agency, and under no circumstances will such personnel be considered employees of MEA. Service Provider shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws. b. Implementation agency shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, and also that such personnel have appropriate qualifications and experience to perform the Services. The MEA shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that the Project Director, MEA requests that any Service Provider personnel be removed or replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days. c. The Service Provider shall also be responsible to train certain employees of MEA with regard to the Services being provided by the Service Provider as and when required by MEA during the Term of this Project. The parameters of the training required for these employees of MEA shall be communicated by the Project Director, MEA to the Service Provider periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work. d. In the event the MEA identifies any personnel of Service Provider as "Key Personnel", then the Service Provider shall not remove such personnel without the prior written consent of the Project Director, MEA under the applicable terms of this Agreement and/or SLA <u>which permission shall not be unreasonably be withheld.</u> Except as stated in this	RFP clause remains unchanged.

TCS174	Volume 3 SCHEDULE I 1.4 Costs Page No. 48	In the event the Service Provider is unable to meet the obligations as defined in the CCN then the cost of getting it done by a third party will be borne by the Implementation agency.	Please amend this clause as given below: In the event the Service Provider is unable to meet the obligations as defined in the CCN then the cost of getting it done by a third party will be borne by the Implementation agency. The cost would be limited to amount quoted by the SP in the CCN.	RFP clause remains unchanged.
TCS175	Volume 3 SCHEDULE II 2.2 Transfer of Assets Page No. 49	b. In case of contract being terminated by MEA or by SP, MEA reserves the right to ask SP to continue running the project operation for a period of 6 months after termination notice is issued.	Please amend this clause as given below: b. In case of contract being terminated by MEA or by SP, MEA reserves the right to ask SP to continue running the project operation for a period of 6 3 months after termination notice is issued. The amount for the services to be paid would be mutually agreed upon by MEA and SP	RFP clause remains unchanged.
TCS176	Volume 3 SCHEDULE II 2.2 Transfer of Assets Page No. 49	iii. The Project Director, MEA shall pay to the Service Provider on the last day of the exit management period such sum representing the Net Block i.e. procurement price quoted by the SP in its commercial proposal less depreciation as per provisions of relevant laws, of the Assets to be transferred as stated in the Terms of Payment Schedule.	Need clarity on this clause in light of sub clause (iv) which states that the balance CAPEX amount of the assets accepted shall be paid to SP.	Both sub clauses (iii) and (iv) are independent.

TCS177	Volume 3 SCHEDULE III AUDIT, ACCESS AND REPORTING SCHEDULE Page No. 53	3.2 Audit Notice and Timing d. In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the MSA, Service Provider will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artifacts of the Project as required by them and approved by the Project Director, MEA, in writing.	Please amend this clause as given below: 3.2 Audit Notice and Timing d. In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the MSA, Service Provider will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artifacts of the Project as required by them and approved by the Project Director, MEA, in writing. <u>Notwithstanding the above any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the SP which shall not be less than 10 days. The cost of such audit shall be borne by the MEA. MEA shall not have access to the proprietary data of, or relating to, any other customer of SP, or a third party or SP's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with SP's ability to perform the services in accordance with the service levels, unless the MEA relieves SP from meeting the applicable service levels. MEA will ensure that the auditor (except CAG) appointed to conduct the audit will not be the competitor of Selected SP and will be bound by confidentiality obligations.</u>	RFP clause remains unchanged
TCS178	Volume 3 SCHEDULE V INVOICING AND SETTLEMENT SCHEDULE Page No. 57	b. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment invoice. The Service Provider shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.	The SP shall endeavor to submit all the invoices that are due on time. However, request this clause be dropped.	RFP clause remains unchanged.
TCS179	Volume 3 SCHEDULE V INVOICING AND SETTLEMENT SCHEDULE Page No. 57	c. Payments invoiced shall be made within 45 days of the receipt of invoice by the Project Director, MEA subject to adjustments if any for the previous performance or penalty.	Please amend this clause as given below: c. Payments invoiced shall be made within 45 30 days of the receipt of invoice by the Project Director, MEA subject to adjustments if any for the previous performance or penalty.	RFP clause remains unchanged.

TCS180	Volume 3 SCHEDULE V INVOICING AND SETTLEMENT SCHEDULE Page No. 57	<p>a. In respect of its remuneration for the Services the Service Provider shall be eligible to receive payments in accordance with the Terms of Payments Schedule (Schedule VI of this Agreement). Subject to the specific terms of the Service Level Agreement, the Service Provider submit its invoices in accordance with the following principles: i The Project Director, MEA shall be invoiced by the Service Provider for the Services. Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the Service Provider shall raise an invoice as per the terms of payment as stated in Schedule VI. ii Any invoice presented in accordance with this Article shall be in a form agreed with the Project Director, MEA. b. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment invoice. The Service Provider shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later. c. Payments invoiced shall be made within 45 days of the receipt of invoice by the Project Director, MEA subject to adjustments if any for the previous performance or penalty. d. The Project Director, MEA shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider under this Schedule where the Project Director</p>	<p>Please amend this clause as given below: a. In respect of its remuneration for the Services the Service Provider shall be eligible to receive payments in accordance with the Terms of Payments Schedule (Schedule VI of this Agreement). Subject to the specific terms of the Service Level Agreement, the Service Provider submit its invoices in accordance with the following principles: i The Project Director, MEA shall be invoiced by the Service Provider for the Services. Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the Service Provider shall raise an invoice as per the terms of payment as stated in Schedule VI. ii Any invoice presented in accordance with this Article shall be in a form agreed with the Project Director, MEA. b. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment invoice. The Service Provider shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later. c. Payments invoiced shall be made within 45<u>30</u> days of the receipt of invoice by the Project Director, MEA subject to adjustments if any for the previous performance or penalty. d. The Project Director, MEA shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider under this Schedule where the Project Director, MEA disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the escalation procedure as set out in the Governance Schedule (Schedule IV of this Agreement) <u>within thirty days of such dispute</u>. Any exercise by the Project Director, MEA under this Article shall not entitle the Service Provider to</p>	RFP clause remains unchanged.
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TCS181	Volume 3 SCHEDULE VI TERMS OF PAYMENT SCHEDULE Page No. 58	e. Payment for all other cost elements including O&M for eMigrate Solution and remaining 50% of the cost elements cited in the clause above will be made in equal quarterly instalments (EQI) over the eight years of Operation and Maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in twenty equal parts, without any interest or compounding or discounting.	Need clarity: The EQI shall be arrived at by simply dividing the total of the relevant amount in 32 or 20 equal parts Further It is understood that the EQI would be arrived at separately for CAPEX and O&M.	i) The clause is revised as below - "e. Payment for all other cost elements including O&M for eMigrate Solution and remaining 50% of the cost elements cited in the clause above will be made in equal quarterly instalments (EQI) over the eight years of Operation and Maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in thirty-two equal parts, without any interest or compounding or discounting."
TCS182	Volume 3 SCHEDULE VI TERMS OF PAYMENT SCHEDULE Page No. 58	3. In the event of premature termination of the Agreement prior to the Project Go-Live, the Service Provider shall not be eligible to receive any compensation or payment	Please amend this clause as given below: 3. In the event of premature termination of the Agreement prior to the Project Go-Live, the Service Provider shall not be eligible to receive any compensation or payment shall be paid for the supplies including HW, SW and Services made upto the termination date.	RFP clause remains unchanged.
TCS183	Volume 3 SCHEDULE VI TERMS OF PAYMENT SCHEDULE Page No. 58	In the event of the premature termination of the Agreement post-commencement of the operations i.e. post Go-Live, the Service Provider would be eligible to be paid pursuant to the provisions of the Agreement.	Please amend this clause as given below: In the event of the premature termination of the Agreement post-commencement of the operations i.e. post Go-Live, the Service Provider would be eligible to be paid pursuant to the provisions of the Agreement. All work completed till the termination date would be paid by MEA to SP.	RFP clause remains unchanged.

TCS184	Volume 3 VI TERMS OF PAYMENT SCHEDULE Page No. 58	<p>1. eMigrate Project is a service-based project and not simply a project involving supply of goods and construction of works. Hence, basically the payment will be made only if services are rendered by the Service Provider as agreed upon. 2. All the payments to the Service Provider will be made as per the following terms of payment a. The entire cost towards transition of eMigrate project from the existing Implementation Agency of Version 1.0 to the selected Service Provider and design, development, implementation, operation and maintenance of the eMigrate project shall be borne by the SP. b. SP would be paid by MEA for the above expenditure strictly as per the rates and amounts quoted by the SP in their commercial proposal and agreed by the MEA. c. No payment shall be made before the project is declared Go-Live as prescribed in the RFP d. 50% of [Capex for hardware & software licenses quoted by the SP] shall be paid upfront by MEA on successful certification and Go-Live. e. Payment for all other cost elements including O&M for eMigrate Solution and remaining 50% of the cost elements cited in the clause above will be made in equal quarterly instalments (EQI) over the eight years of Operation and Maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in twenty equal parts, without any interest or compounding or discounting. f. Payment will be subject to strict adherence to SLA signed between MEA and SP and</p>	<p>Please amend this clause as given below: 1. eMigrate Project is a service-based project and not simply a project involving supply of goods and construction of works. Hence, basically the payment will be made only if services are rendered by the Service Provider as agreed upon. 2. All the payments to the Service Provider will be made as per the following terms of payment a. The entire cost towards transition of eMigrate project from the existing Implementation Agency of Version 1.0 to the selected Service Provider and design, development, implementation, operation and maintenance of the eMigrate project shall be borne by the SP. b. SP would be paid by MEA for the above expenditure strictly as per the rates and amounts quoted by the SP in their commercial proposal and agreed by the MEA. c. No payment shall be made before the project is declared Go-Live as prescribed in the RFP d. 50% of [Capex for hardware & software licenses quoted by the SP] shall be paid upfront by MEA on successful certification and Go-Live. e. Payment for all other cost elements including O&M for eMigrate Solution and remaining 50% of the cost elements cited in the clause above will be made in equal quarterly instalments (EQI) over the eight years of Operation and Maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in twenty equal parts, without any interest or compounding or discounting. f. Payment will be subject to strict adherence to SLA signed between MEA and SP and subject to SLA credit/ debit points calculated by the team designated by MEA for every quarter as per the agreed methods, processes and tools. g. Payment shall be subject to penalty adjustment, if any, revealed during the SLA credit/ debit calculation or otherwise. h. Payment for emigrant cards shall be made as per the no. of cards issued by the SP in a quarter and the Issuance Cost per Card quoted by the SP in their bid or actuals along with the EQI Payments. i. Cost of third</p>	RFP clause remains unchanged.
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TCS185	Volume 3 Annexure: Service Level Agreements (SLA) Page No. 69	1. The SLA measurement tool designed & developed by SP shall be tested and certified for its accuracy, reliability and completeness by the 3rd Party agency before it is deployed. i. If the SLA measurement tool and/or data equivalent to more than 5% of sample size is missing or unavailable for a particular SLA metric or if the tool is found to be unreliable then the quarterly credit for that metric would be counted as Zero (or lower if specified). ii. If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores. iii. In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores. iv. If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract. v. To achieve continuous improvement, service levels will need to be reviewed at the end	Please amend this clause as given below: 1. The SLA measurement tool designed & developed by SP shall be tested and certified for its accuracy, reliability and completeness by the 3rd Party agency before it is deployed. i. If the SLA measurement tool and/or data equivalent to more than 5% of sample size is missing or unavailable for a particular SLA metric or if the tool is found to be unreliable then the quarterly credit for that metric would be counted as Zero (or lower if specified). ii. If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores. iii. In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10 5% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores. iv. If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract. v. To achieve continuous improvement, service levels will need to be reviewed at the end of each 12-month period and suitably modified if necessary. Modification of service levels will be subject to mutual agreement between MEA and SP. Each expected service level will be reset to the highest quarterly actual result at or above the expected service level achieved during the 12-month period---\ <u>Notwithstanding anything to the contrary contained in this Agreement or otherwise the maximum aggregate penalty shall not exceed five percent of the delayed services or deliveries</u>	RFP clause remains unchanged.
TCS186	Volume 3 SCHEDULE VIII SLA Page No. 69	SLA penalty during O&M phase	The overall penalty in a quarter would be limited to 5% of the O&M EQI amount	RFP clause remains unchanged.
TCS187	Volume 3 SCHEDULE VIII SLA Page No. 69	Overall LD and SLA penalty	Request the overall LD and SLA penalty be restricted to 5% of the contract value	Please refer to the response given at LTI5.

TCS188	BOQ_589608.xls	Insert rows	Request option be given insert more number of rows, if required.	In case more rows are required in the BOQ under any particular section, the bidder may club 2 or more components of the same section to quote the combined cost for these items. The components which can be clubbed together shall only be the components having least costs of that section. In the hard copy of the financial bid format, the bidder shall require to identify these components
TCS189	BOQ_589608.xls	Taxes on CAPEX and OPEX	Request for commercial evaluation, the prices before taxes be considered	Please refer to the response at INFOSYS12
TCS190	BOQ_589608.xls	BOQ_589608.xls	Cost sheet under Item Description is locked down and we cannot populate with appropriate responses under respective heads. For e.g. if we would like to mention the name of Security Device Type viz. NIPS etc. it cannot be done. Kindly provide an editable version so that responses can be filled in accordingly.	Please refer to the response at INFOSYS217

TCS191	Generic		<p>Please add below mentioned clauses:</p> <p>1) Execution Infrastructure The MEA will provide necessary and adequate infrastructure to enable SP to fulfill its commitment for the assignment. This will be applicable for each SP Consultant associated with the project and will be arranged for and provided at no cost to SP. The infrastructure will include:</p> <ul style="list-style-type: none"> i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; 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). <p>The above-mentioned infrastructure will be required for work to be carried out at the site of MEA during regular working hours. MEA 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> <p>2) Co-ordination</p> <p>MEA will provide timely clarifications and feedback sought by SP's Consultants during the period of this assignment. MEA will allocate a Project Co-ordinator to interact with SP, fix appointments with various MEA Personnel and provide local assistance to SP's</p>	<p>i) Bidder shall factor all costs for its resources in their bid. ii) and iii) For project coordination please refer to the Sec 4.2 in RFP Volume 1. iv) and v) Methodology, tools and technique shall comply the RFP requirements and deviations approved by the Division. vi) SLA shall be monitored as per the details provided in RFP volume 1 Clause 10.</p>	
Tech Mahindra Ltd	TechM1	Vol I, General	General query regarding current application stack	Kindly provide details of The current set of Languages for Application Stack / any COTS application currently used	The software BOM is published in this response.

TechM2	Vol I, General	General query regarding current HW & SW takeover	We assume that all existing HW, SW, and applications are covered with requisite level of support services meeting the SLA requirements, kindly confirm. Please also suggest if MEA intends to continue use of any current set of software / hardware serving End of Life, which needs to be looked upon urgent basis. In case any existing HW/SW goes end of life during takeover and support period, kindly suggest if the selected IA shall support the same on best effort basis.	(i) Please refer to the response given at CMS8 regarding the existing AMC. (ii) Please refer to the response given at Infosys173 regarding the use of existing hardware and software. (iii)It can be assumed by the bidders that existing hardware and software (not the application software) shall remain under the AMC obtained through the existing IA. Application software shall be supported by the selected IA after the takeover is
TechM3	Vol I, 1.5	Bidders shall also need to understand at this stage that with the new Emigration Bill coming into the effect, the enhancements needed in the project shall also be implemented during the project.	Kindly suggest quantum of such envisaged enhancements (preferably, in percentile value of functional requirements). It's assumed that all such enhancements will be paid as per change request process mutually agreed between customer and IA, kindly confirm	Please refer to the response at INFOSYS51.
TechM4	Vol I, 3.2	Takeover of documentation, version control system and SOPs of existing eMigrate system	Please suggest the current level of documentation in terms of coverage of - Functionality / Architecture / Deployment Diagrams / Standard Operating Procedure of Support & Maintenance	The same shall be shared with the successful bidder
TechM5	Vol I, 3.2	(ii) Deployment of resources for O&M of existing eMigrate system T + 1 weeks	Timeline envisaged to deploy resources in 1 week is too stringent to meet, specially in prevailing scenario. Kindly change this to at least T + 6 weeks, other timelines may be revised accordingly.	The clause in the RFP remains unchanged.
TechM6	Vol I, 3.2	Takeover of documentation, version control system and SOPs of existing eMigrate system	Takeover timelines (T + 24 weeks) is very stringent looking at the complexity and volume. Kindly suggest the remedy available to selected IA in case any delay on the part of current team in doing handover on time	The clause in the RFP remains unchanged.
TechM7	Vol I, 3.2	Completion of takeover of existing eMigrate system by SP & commencement of independent operation of existing system by SP	What are the common Critical / Major Issues in existing in the current system? Could we get the dump of current Open / Closed Tickets raised in the last year / Half Year / Quarter for ticket dump Analysis?	Please refer to the response at INFOSYS94
TechM8	Vol I, 3.2	Completion of takeover of existing eMigrate system by SP & commencement of independent operation of existing system by SP	Please provide details of Current Team Strength of the current IA engaged in support / maintenance of the system (Infra / Application support)	Please refer to the response at INFOSYS94.
TechM9	Vol I, 3.2	Takeover of SLA systems	Please elaborate on i. List of SLA breaches by current IA during the Last year, if any ii. Reason for such breach	Please refer to the response at INFOSYS94.

TechM10	Vol I, 3.2	(x) New core application software development, unit & integration testing*	Design, development timelines are very stringent looking at the complexity and volume of the activities envisaged. Current prevailing situation would further require to add up sufficient additional time. We thus request to change the timelines reasonably suitable, at least to T + 40 weeks, and other timelines may revised accordingly. Also suggest What happens if the estiatmes given in RFP differ once the Requirements study is complete? Will the additional effort considered under Change Request?	The clause in the RFP remains unchanged.
TechM11	Vol I, 3.2	User Acceptance Testing / Functional Testing	Kindly suggest if the Data for UAT / Functional testing will be prepared by concerned team of MEA or any support required from selected IA	Kindly refer to the response at INFOSYS109
TechM12	Vol I, 3.2	Audit, acceptance, Testing and certification by 3rd Party Audit Agency	Is our understanding correct that the knowledge sharing on application functionality would be done by SMEs form MEA for testing and certifying?	SP shall provide necessary support to the 3PAA for testing and certification based on the approved SRS and other related documents.
TechM13	Vol I, 3.2	Note: (i) MEA shall have the right to levy penalty on SP of Rs. 2 lakh per week of delay in the milestones marked with (*) in the above table. (iii) Delay in two or more milestones which do not have a direct consequential relationship shall be treated separately.	We request these clauses may kindly be removed. As the standard practice is, Liquidated Damages shall be applicable to respective milestones mapped to percentile values thereof.	The clause in the RFP remains unchanged.
TechM14	Vol I, 3.13	SP shall be responsible for obtaining any statutory approval required for executing any part of his work. MEA may extend possible help in facilitating such approvals.	Please do let us know what are the "statutory approval" that the SP would be taking up in terms of gettign Approval?	Kindly refer to the response at INFOSYS139.
TechM15	Vol I, 5.1	Solution Architecture	Is the expctation that the existing applications needs to be completely re-written as it currently not in line with architecture key aspects as mentioend?	Please refer to the response at INFOSYS80.
TechM16	Vol I, 5.3	Gateways	What are the current Gateways installed? Should the SP need to change the exisitng ones to new or can they be used according to their lifespan considering for next 10yr +?	Please refer to the response at CMS20
TechM17	Vol I, 5.4	Presentation layer	Personalization - Is there already a wireframe / design that has been defined for different users sets or it is part of the Requirement spec which the SP has to work out?	It shall be worked out at the requirement stage.
TechM18	Vol I, 5.4.2	Data layer	What is the current tool used for Document Storage / Management?	The software BOM is published in this response.

TechM19	Vol I, 5.4.9	Email service - The functional specifications of the email service are provided below	Please elaborate on the functional specifications/ services which would be part of e-mail service. Specific to templates - is the expectation that the application would have a functionality with UI templates where the set of emails to be sent can be drafted by Users for sending mails?	The understanding is correct
TechM20	Vol I, 5.4.10	The functional specifications of the content management system are provided below	How is the current Content Management tools currently used? Do the existing data needs to be migrated to the new system?	Please refer to the response at INFOSYS54 Yes, the existing data needs to be
TechM21	Vol I, 5.4.10	System should provide integration with external web-based applications	please elaborate on integration with external web-based Application	Please refer to the integration requirements given in RFP Volume 1 Sec 6.26.
TechM22	Vol I, General	Regarding The Profiles asked in the RFP	We assume that In case of any resource is not available in the due course of time, equivalent resource can be mapped and deployed	Please refer to RFP Volume 1 Clause 3.3 (i).
TechM23	Vol I, 3. Scope of Work	Regarding Scope of work	Is asset take over in scope?	Yes.
TechM24	Vol I, 3. Scope of Work	Regarding Scope of work	Is existing hardware decommissioning is in scope of the SI ?	Yes the hardware decommissioning and asset take over is in the scope of
TechM25	Vol I, 3. Scope of Work	Regarding Scope of work	What will be the strategy going forward on the existing backup? For how long MEA need to retain the existing backups ?	Please refer to the response at TCS107.
TechM26	Vol I, 3. Scope of Work	New Core Tools Capability	Please provide any specific tools compliance if any, or SI can proposed any solution.	The solution proposed by the bidder shall meet all RFP requirements.
TechM27	Vol I, 3. Scope of Work	Migration of Data	Please confirm if tickets history to be migrated into new tools, if yes please provide the details of history date eg duration, active / all ticket etc.	Ticket history is not required to be migrated.
TechM28	Vol I, 3.12. Warranty	The warranty shall also be required to be valid for additional one year at the time of conclusion of the contract and the extended term of two years)	Hardware warranty / AMC , as per the warranty terms mentioned in this clause, translated broadly to more than 11 years (8 Year Regular Support, 2 year extended support, and additional 1 year at the time of conclusion), As per the usual warranty support policies of leading OEMs, warranty support is committed upto 5 years from the date of order. We thus request that please revised this clause to 5 years of warranty support for all supplied products, with further extension based on mutually agreed terms and scope. If at all MEA intends more than 5 years' support of products, requisite product refresh/ upgrade be mentioned	Please refer to the response at INFOSYS81.
TechM29	Vol I, 3.3	3.3. Taking over eMigrate application & IT Infrastructure from IA	Kindly share current warranty and support status of existing infrastructure	Please refer to the response at CMS8.

TechM30	Vol I, 3.5	Taking over the existing eMigrate system	kindly confirm that SI will use existing Monitoring & Ticketing tools to support the existing Applications support . IF SI will use the existing tools kindly provide the details for exiting tools with minimum tools name, OEM Name, Version, AMC / Warranty status and support details	Please refer to the response at INFOSYS123.
TechM31	Vol I, 3.6	3.6. Setting up of Data Center & Disaster Recovery Center	1. Are DC and DR need to be in different seismic zones ? 2. From this clause, we understand that either on-prem DC , or co-location services from cloud SP can be proposed. Kindly suggest if bidder can also propose cloud based solution	(i) Please refer to the response given at INFOSYS172(i). (ii) Please refer to the response given at CMS28.
TechM32	Vol I, 3.6	3.6. Setting up of Data Center & Disaster Recovery Center	Kindly Share minimum technical specifications compliances that need to be met for HW/Cloud solution	Please refer to the response given at NIIT7.
TechM33	Vol I, 3.8	SP shall setup a network connecting various stakeholders as specified in the RFP. All locations requiring MPLS connectivity / leased line under the project, has operational links from over fiber from TCL and Airtel Bharti. SP may choose to utilize the same	1. We assume that selected IA is only required to liasion / coordinate with selected ISPs for bandwidth provisioing, actual contract, terms and SLAs as applicable will be signed directly between MEA and ISPs, complying to regulatory norms. Kindly confirm 2. Please see if the bandwidth configured for all required locations is covered in this list (e.g ICM,PBSK etc.)	(i) Please refer to the response given at INFOSYS176 (ii) Yes. Please also refer to the response given at Infosys 170.
TechM34	Vol I, 3.8	SP shall setup a network connecting various stakeholders as specified in the RFP. All locations requiring MPLS connectivity / leased line under the project, has operational links from over fiber from TCL and Airtel Bharti. SP may choose to utilize the same	Please share existing WAN topology (e.g. MPLS/SD-WAN/P2P)	The existing links are similar to the links required for the veriosn2 except some minor deviation. Bidder shall have to work out with the Telecom providers if they want to use the existing links.
TechM35	Vol I, 10	The SLA measurement tool designed & developed by SP shall be tested and certified for its accuracy, reliability and completeness by the 3rd Party agency before it is deployed.	Please confirm who will involved third party for audit	Please refer to the response at CMS27.

TechM36	Vol I, 10	If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores	Please provide the sample SLA calculation to understand the SLA & service Credit	Please refer to the response at INFOSYS128
TechM37	Vol I, 14	DC / DR Infrastructure	Kindly confirm if SI can re-utilize existing infrastructure (if covered in support contracts/ warranty support available) for new application deployment, or need to bring new infrastructure for complete solution	Please refer to the response at INFOSYS173.
TechM38	General	Authorization letter	Is it ok, if we submit a letter of authorization(LOA) in company Letter head on the name of Sales representative authorized for this bid	Please refer to the response at TCS142
TechM39	Vol I, General	Regarding existing applications	Please confirm the existing application technology stack	The software BOM is published in this response.
TechM40	Vol I, General	Regarding existing applications	Please confirm if we can have our choice of COTS product proposed for the new application or need to go with the existing one if any.	Bidder shall propose a solution meeting all RFP requirements.
TechM41	Vol I, General	Regarding existing applications	Please let us know the number of integration touch points.	Please refer to the clause at Sec 6.26 in RFP Volume 1.
TechM42	Vol I, General	Regarding existing applications	Kindly confirm on the existing Content Management system and the Document Management system used.	The software BOM is published in this response.
TechM43	Vol I, General	Regarding existing applications	Kindly confirm on the existing size of the contents and documents.	Please refer to the response at INFOSYS229.
TechM44	Vol I, General	Regarding existing applications	How many third party services would be invoked from Portal and What are they?	Please refer to the integration requirements given in RFP Volume 1
TechM45	Vol I, General	Regarding existing applications	Will the APIs for the integration systems just need to be consumed or needs to be developed from scratch?	Please refer to the response at INFOSYS93
TechM46	Vol I, General	Regarding existing applications	Kindly confirm on the level of workflows that needs to be considered during the process.	Please refer to the functional requirements in the RFP
TechM47	Vol I, General	Regarding existing applications	Can we leverage the existing themes or new themes need to be developed	please refer to the response given at Infosys80 (ii).
TechM48	Vol I, General	Regarding existing applications	Kindly confirm on the expected growth in the number of users and concurrent users for the next 3 years.	Please refer to the response at Infosys279.
TechM49	Vol I, General	Regarding existing applications	Are there any personalization requirements in this portal for example, display specific advertisement or campaign based on the user log in.	Please refer to the requirements given at RFP Vol 1 Clause 5.4 (i) and 6.25 (i).

TechM50	Vol I, General	Regarding existing applications	Kindly confirm if we need to do the document, content and data migration from the existing system to the new system.	The understanding is correct
TechM51	Vol I, General	Regarding existing applications	Please confirm on the reporting tools used with the current application.	Please refer to the response to Infosys 236
TechM52	Vol II, 3.3	3.3 Terms of payment for IA	We suggest following payment terms - 1. payments for bought out items/ capex (HW infra, software licenses etc.)- i. 80% on delivery, ii. 20% on installation & commissioning. 2. Payment terms for Implementation Services - i. 20% - on submission of SRS ii. 20% - Design iii. 30%- develop & Testing iv. 20% - UAT v. 10% after Go Live 3. Payment terms for O&M/ support Services – quarterly	RFP clause remains unchanged.
TechM53	Vol III, 8.2 (B)	In the event that the Project Director, MEA requests that any Service Provider personnel be removed or replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days.	We suggest, in case of request from MEA to remove/replace any Service Provider personnel , the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 30 working days. (3 days will be too less to determine appropriate personnel to be deployed on the project). Further, in case of Key personnel, service provider shall have right to remove with proper notification to MEA. consent of MEA shall not be mandatory.	RFP clause remains unchanged.
TechM54	Vol III, Annexure: Service Level Agreements (SLA)	In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract.	This additional termination right should be removed from the contract as there is a separate comprehensive clause which deals with termination and consequences of termination .	RFP clause remains unchanged.

TechM55	Vol III, 5.1 (ii)	there is a delay of more than 4 weeks in the Project Implementation Completion or Go-Live, the Project Director, MEA may terminate this contract after affording a reasonable opportunity to the Service Provider to explain the circumstances leading to such a delay. Further, the Project Director, MEA may also invoke the Performance Guarantee of the Implementation agency.	Termination for breach should be limited to material breach which remains uncured for 30 days . Further , 4 weeks is too strict a timeline , we would request to make it 8 weeks and termination should happen only if delay is solely attributable to TechM and having been notified TechM fails to complete the affected work in next 30 days .	RFP clause remains unchanged.
TechM56	General	Regarding compliance to covid norms	Kindly confirm that meeting All the government norms with respect to disaster management act / current Covid situation, include social distancing will be customer's responsibility. Any delays due to such compliances shall not be attributed to the project timelines.	Such situation can be handled as per the directions issued by the Government.
TechM57	Tendernotice_1 - 5.4.4 Architectural Requirements - Point 2 Inter-operability	The system should use open standards such as REST, SOAP, WSDL, XML, W3C etc. and other API gateway services to ensure easier integration with other applications, as per the need of the division.	Are you referring to a point that API Management solution should be used in the new system for API level integration?	The solution proposed by the bidder shall meet all RFP requirements.
TechM58	Tendernotice_1 - 5.4.4 Architectural Requirements - Point 3 Architecture	Each service can correspond to a different business function and can communicate using REST APIs, messaging, RPC etc. and should be independently deployable by fully automated deployment machinery and can be separately audited.	Does this point refer to microservices architecture be considered while developing these services and containers be considered for deployment?	Bidder has to propose a solution meeting all RFP requirements
TechM59	Tendernotice_1 - 5.4.4 Architectural Requirements - Point 3 Architecture	Automation in every step like build automation, test automation, deployment automation etc. should be the key-enabler for establishing well-functioning architecture.	Are you referring to the CI/CD deployment methodology?	Bidder has to propose a solution meeting all RFP requirements
TechM60	Tendernotice_1 - 6.26 Integration Requirements	Integration Requirements	What is the current system used for integration?	It is web-based or through batch processing. Please refer to the specific integration required under 6.26.
TechM61	Tendernotice_1 - 6.26 Integration Requirements	Integration Requirements	What are the volumetrics or load on the current integration system? What will be the anticipated load on the new integration system?	It is well within the requirement of 400 concurrent users.
TechM62	Tendernotice_1 - 6.4 Online PBBY Policy purchase	System should allow online purchase and renewal of PBBY policy by way of integrating with the active PBBY Insurance Agencies using API gateway integration techniques	What will be the anticipated load on the API gateway for API integrations?	It is anticipated under the requirement of 400 concurrent users.

TechM63	Tendernotice_1 - 6.28 Mobile Application	The mobile app should communicate with the backend servers using API based interface	What will be the anticipated load on the API gateway for API integrations?	It is anticipated under the the requirement of 400 concurrent users.
TechM64	Tendernotice_1 - 14 Existing Deployed Infrastructure - Hardware & Software	Existing Deployed Infrastructure - Hardware & Software	Can you also provide the list and details of Software components currently used like Web Server, Application Server etc.? Will new software licenses be purchased for the new application or SP can use existing software licenses.	The software BOM is published in this response. Also refer to the response at INFOSYS173.
TechM65	Tendernotice_1 - 14 Existing Deployed Infrastructure - Hardware & Software - Point 1/2	LDAP Server 1/2	What will be the total no of users whose data need to be stored in LDAP?	Please refer to the response at CMS3
TechM66	Tendernotice_1 - 14 Existing Deployed Infrastructure - Hardware & Software - Point 27/28	BPM-CE Server 1/2	What is the use of these servers?	These are Business Process Management servers.
TechM67	Generic	Landscape of the application	What is the Technology landscape of the applications (SAP,Java,etc)	Java
TechM68	Generic	SDLC Process	What is the SDLC process that is followed by the development organization, whether it is WaterFall, Agile, iterative? Is there any framework in place?	Bidder has to propose a solution meeting all RFP requirements
TechM69	Generic	Tool Details	Are there any specific tools used for * Test Automation * Test management, defect management * Test Environment Management * Test Data Management * Non-Functional testing. Please provide list of tools used and along with the details of licenses that CVS has? Can they be used by an extended partner team at offsite locations?	The software BOM is published in this response for existing licenses. Bidders may propose any of the tools depending upon the requirement of their solution.
TechM70	Generic	Tool Details	If Answer is Yes for the above question, Please clarify whether TechM can leverage the existing tools or TechM has to procure and cost it seperately	Please refer to the response given in TechM69.
TechM71	Generic	QA Environment	Are there dedicated QA Environments for Functional and Non-Functional testing (such as Performance, Security Testing, etc.)?	There is a staging system for functional testing. There is no separater environment for non

	TechM72	Generic	Test Automation Landscape	Please share details on current test automation landscape – Is test automation in Place? If yes, is there any enterprise wide automation framework? Also, is there any data available for average % automation for regression?	Please refer to the response given in TechM69.
	TechM73	Generic	Test Data Strategy	How is the Test Data Managed at present. Is there any Test Data Strategy in place for test data management.	It is done on Adhoc basis.
	TechM74	Generic	Tools for test data management	Are there any tools used for Test Data Management?	Please refer to the response given in TechM69.
	TechM75	Generic	Performance Testing	Please let us know whether performance testing is carried out during all the releases (i.e., Enterprise level releases, adhoc releases, minor releases) . If yes, is there any dedicated QA environment which is scaled to Production environment and what is the duration of performance testing cycle.	VAPT is carried out on need basis through 3PAA or by various government agencies authorised for this purpose such as NCIIPC on their own as per their mandate.
	TechM76	Generic	Performance Testing	What tools are used to perform Test Management and Automation (Functional) Testing and respective versions?	Please refer to the response given in TechM69.
	TechM77	Generic	Defect Tracking tool	what is the Defect Tracking tool in use?	The software BOM is published in this response for any existing software in
	TechM78	Generic	Restriction on Usage of Opensource tool	Any restrictions on usage of Opensource tools?	Solution proposed by bidder shall meet all RFP requirements.
	TechM79	Generic	Test Repository	What is the current test repository for manual test scripts/test data?	The software BOM is published in this response for any existing software in
	TechM80	Generic	Application Functionality	%age of change in application functionality (new features or change in existing features) to prepare test cases?	Please refer to the response at INFOSYS80
M/s Tenable Network Security	Tenable1	Volume-1, S.No. 7.4.2.9- Security Management	Daily Review of logs that are of significance such as abnormal traffic, unauthorized penetration attempts, any sign of potential vulnerability, Security alerts and responses. Proactive measures in the event a problem is detected.	As per this clause, Our solution qualifies and we are the global leader in the space of Risk based Vulnerability Management. Here , as per the clause it suggests to identify the potential vulnerability but now as per the latest industry trends in security domain it is suggested to identify and close the vulnerabilities on the basis of actual risk and threat . So our recommendation is to amend the clause from "any sign of potential vulnerability "to "any sign of potential vulnerability based on actual risk"	Please refer to the response given at CISCO20
WIPRO	WIPRO1	RFP Volume 1 1.1 Background	The Overseas Employment and Protector General of Emigrants (OE & PGE) Division (referred as the 'Division' hereafter) of MEA has been using Information Technology extensively for meeting the objectives of resolving the problems faced by not only these emigrants but also by other stakeholders in the emigration process.	Please let us know, if the new system would be built on top of existing one or bidder need to consider this as fresh implementation from grounds-up including current functionalities building as well as new features building.	please refer to the response at INFOSYS80

WIPRO2	RFP Volume 1 1.1 Background	The Overseas Employment and Protector General of Emigrants (OE & PGE) Division (referred as the 'Division' hereafter) of MEA has been using Information Technology extensively for meeting the objectives of resolving the problems faced by not only these emigrants but also by other stakeholders in the emigration process.	Please let us know the current applications, major modules and technology stack on which the existing application has been implemented. Do you have any preference towards the technology stack, OEM or Programming Language, please specify.	The software BOM is published in this response. Solution proposed by the bidders should meet all the RFP requirement.
WIPRO3	RFP Volume 1 1.4 Need for a Revamped Platform - System & Hardware	The division has been taking initiative to integrate the core application software with the software systems of the labour departments of various GCC countries where most of Indian emigrants reside	Please provide the count and details of such integrations already done, in process and how many are in pipeline. This would provide us better view for scope and effort quantification.	Please refer to the response at INFOSYS58.
WIPRO4	RFP Volume 1 3.1 Scope of Work	SP shall take over the existing eMigrate application along with the IT Infrastructure from IA and maintain it till the time new core application becomes available to the users with the revamped IT infrastructure.	Understanding is that during the takeover and existing "As Is" support, no infrastructure or any other H/W or S/W needs to be changed by new SI for the existing old application. All changes and new infra, H/W and S/W to be <u>considered for new core application. Please confirm</u>	The understanding is correct.
WIPRO5	RFP Volume 1 3.1 Scope of Work	Migration of Legacy Data	We understand that metadata is 0.5 TB and last year data is 2 TB. Please share the complete volume (since 2010) of such data which needs to be migrated. Also please let us know that this data is distributed among how many connected applications. Please highlight if you have only one application or multiple applications being integrated to provide overall functionality.	There is only one application providing various functionalities.
WIPRO6	RFP Volume 1 3.2 Project Timelines	Design, development and testing of new core application	The RFP states that Software Design Documents needs to be delivered in T+18 Weeks and New Core Application development with unit and integration testing to be done in T+30 Weeks. This means 3 months for entire development and testing. This is very aggressive timelines and we see a risk of delivery. Please provide 6 months for development and testing which is more realistic. Please push the overall timelines by 3 months (12 Weeks).	The clause in the RFP remains unchanged.
WIPRO7	RFP Volume 1 3.4 Design, Development & Testing of Core Application Software	Study of present system (a) at five PGE/ POE offices (Delhi, Mumbai, Chennai, Hyderabad and Kochi) (b) at four overseas Indian Mission as identified by division	Understanding is that the cost of such travel, lodging and boarding+other expenses will be paid by department/customer on actuals. Bidders need not factor the same in the commercial proposal. Please confirm.	Please refer to the response at CMS1.

WIPRO8	RFP Volume 1 3.6 Setting up of DC and DR Settings	SP can also choose to retain the same DC/DR set up at the STT data centers are Pune and Bengaluru.	Please let us know if the current DC and DR premises is on lease rent? Is the bidder expected to pay the lease rent for the period from existing application takeover till new core application go-live or it will be paid by department.	AMC of existing hardware and software and DC/ DR rental shall be managed by the Division through existing IA.
WIPRO9	RFP Volume 1 3.4 Design, Development & Testing of Core Application Software	Generating MIS reports for analysis / policy planning	Please let us know approx. how many reports has been envisaged for e-Migrate system. Please provide the data regarding current reports for existing system.	Please refer to the response at INFOSYS56.
WIPRO10	RFP Volume 1 5.4.9 Email Service	System should use a reliable SMTP server for sending and receiving emails	Is the bidder expected to bring the SMTP Server and Mail System or bidder need to only integrate with MEA provided Mail System	Bidders can refer to the existing HW and SW BoM then take a decision accordingly.
WIPRO11	RFP Volume 1- 5.1- Solution Architecture	The SP shall study the requirements given in the RFP and propose a scalable architecture that can sustain for the next 10 to 12 years.	What is the number of Emigrants availing the PGE services for the last 5-10 years? What is the growth rate the bidder need to assume to plan capacity for next 10 years?	Please refer to Sec 12.1 in RFP Volume1
WIPRO12	RFP Volume 1 5.3- Gateways	The core application shall need to employ the following gateways: (i) Web gateway (ii) XML gateway (iii) SMS gateway (iv) SMTP gateway	1. Does XMLGateway - refer to the Edge Gateways to provide the protection against XML threats? Is there a requirement for gateway form factor - appliance / virtual appliance/cloud etc.?	Solution proposed by the bidders should meet all RFP requirements.
WIPRO13	5.4.4.Architectural Requirements 2.Interoperability	The system should use open standards such as REST, SOAP, WSDL, XML, W3C etc. and other API gateway services to ensure easier integration with other applications, as per the need of the division	1. Does the"APIGateway" indicate the Service Provider need to procure and set up one API Gateway for this project? Or it refers to an pre-existing Gaeway? 2. Can the bidder suggest an APIGateway to cover XMLGateway functionality mentioned above and APIGateway requirements in the RFP?	Solution proposed by the bidders should meet all RFP requirements.
WIPRO14	Tendornotice_1 : 3.5. Migration of Legacy Data - Page no.14	Apart from metadata, data related to RA registration and renewal application along with the attachments and EC data of last one year along with attachments of approximate size of 2 TB shall also be required to be migrated.	1)Please share the details od existing DMS system like product name , version and DB name. 2)Apart from .5 TB data , documents of total size 2 TB also need to migrate in to proposed system. Assuming documents will be provided in non encrypted format by incumbent vendor. Please confirm if our understanding is correct. Please do share total number of documents as well.	(i) The software BOM is published in this response (ii) Yes, the understanding of the bidder is correct. (iii) Please also refer to the response given at Infosys229.
WIPRO15	Tendornotice_1 : 6.20 Document Management Service- Page no.14	System should have an interface with the scanning software, and other modules of the eMigrate application. System should have an interface with webcam for taking pictures of applicant and uploading them, wherever prescribed.	Assuming , Scannig solution will deployed centrally, however user can access it remotely as well. Scanned images will saved in central repository. Please confirm if our understanding is correct. Please do share below information as well: How many scannig location need to consider? How many user at each location will be using scanning solution?	Requirement related to having interface with scanning software stands withdrawn.

WIPRO1 6	Tendornotice_1 : 12 Relevant Data from eMigrate for bidders Reference 12.1 Emigrant Data The following table depicts- Page no.79	The following table depicts the number of emigrant workers granted emigration clearance during the past decade (2010-2019). Apart from emigration clearance data, there are other data related to foreign employers reported, recruiting agents and other users. Solution should be designed to handle a peak load of 400 concurrent users irrespective of number of applications to be processed.	How many users are expected to use DMS system (Total number of registered users named users who will use the system directly via DMS UI. How many are concurrent users? Annual growth?	Please refer to the response given at CMS3.
WIPRO1 7	Tendornotice_1 : 12 Relevant Data from eMigrate for bidders Reference 12.1 Emigrant Data The following table depicts- Page no.79	The following table depicts the number of emigrant workers granted emigration clearance during the past decade (2010-2019). Apart from emigration clearance data, there are other data related to foreign employers reported, recruiting agents and other users. Solution should be designed to handle a peak load of 400 concurrent users irrespective of number of applications to be processed.	How many documents are going to be stored in DMS? What is the daily volume of new documents and daily volume of accessing the documents?What are the normal and peak working hours and what could be the average documents that going to be created or accessed in Peak hours? Annual growth?	Total size of storage required is given in the RFP. Average number of applications processed through system on daily basis are around 1500. Each applications may have 4-5 documents on an average for uploading. Size of the document for each type of application is given in the RFP at respective places.
WIPRO1 8	RFP Volume 1 3.3 Background	(i) SP shall be required to take over the existing eMigrate Application Software, related documentation and the IT Infrastructure from the IA.	Understading is that there is no mobile app in the existing application eco system and hence not applicable for take over. Please confirm/correct.	The understanding is correct
WIPRO1 9	RFP Volume 1 6.28 Mobile Application	The goal of the eMigrate mobile app is to deploy the full functionality available to public users via a mobile app.	Understading is that one public users facing (native) mobile app is required to be developed on Android and iOS platforms. Please confirm/correct.	The understanding is correct
WIPRO2 0	Mobile App	General	Is there any 3rd party software/APIs to be integrated with mobile app like Wallets/Payment Gateways/Aadhar, Digital Signature, etc. Please provide more details.	No
WIPRO2 1	Mobile App	General	Is there any hardware integration like printer, scanner, biometric devices, etc. is required for mobile app? If yes, please elaborate on the use case.	No
WIPRO2 2	Mobile App	General	Is there any expectation of using the mobile app in an offline mode (absence of network coverage.)? If yes, please elaborate on the use cases.	No

WIPRO2 3	Vol-I 4.3 Prequalification Proposal	iv) e) The bidder should have successfully completed implementation of at least 2 IT projects (including both supply of bespoke software and hardware) during the last 5 years wherein the value for those projects should be at least Rs. 50 crores. This should be evidenced by a certificate issued by the authorized signatory of the concerned client organization.	Request you to modify the criteria as below - 'The bidder should have successfully completed implementation of at least 2 IT projects (including both supply of bespoke/COTS software and hardware) during the last 5 years wherein the value for those projects should be at least Rs. 50 crores. This should be evidenced by a certificate issued by the authorized signatory of the concerned client organization or issued by the Company Secretary from the Bidder's organisation.'	RFP clause remains unchanged.
WIPRO2 4	Vol-I 5.6 Opening and Evaluation of Technical Proposals	vi) 3) Past Experience in e-Governance Project (10 years) - 5 or more e-Governance projects worth at least Rs. 100 Crores out of which at least 3 has been completed and 2 or more are in progress - 4 e-Governance Projects worth Rs. 100 crores each out of which at least 2 has been completed and 2 is in progress - 3 e-Governance Projects worth Rs. 100 Crores each out of which at least 2 has been completed and 1 is in progress - 2 e-Governance Projects worth Rs. 100 Crores each out of which at least 1 has been completed and 1 is in progress - Less than 2 e-Governance Project completed worth Rs. 100 crores	Request you to modify the criteria as below - 'Past Experience in e-Governance Project (10 years) - 5 or more e-Governance projects worth at least Rs. 100 Crores each - 4 e-Governance Projects worth Rs. 100 crores each - 3 e-Governance Projects worth Rs. 100 Crores each - 2 e-Governance Projects worth Rs. 100 Crores each - Less than 2 e-Governance Project completed worth Rs. 100 crores' The projects showcased in this technical evaluation criteria should either have been completed or are in progress	Please refer to the response at CMS12
WIPRO2 5	Vol-I 5.6 Opening and Evaluation of Technical Proposals	vi) 3) Note: The bidder must submit completion certificate, work order and progress report to substantiate the information provided	Request you to modify the criteria as our projects are under Non Disclosure Agreement of confidentiality below - 'vi) 3) Note: The bidder must submit completion certificate, and progress report duly signed by the company secretary of the bidder, to substantiate the information provided'	RFP clause remains unchanged.

WIPRO2 6	Vol-I 5.6 Opening and Evaluation of Technical Proposals	vi) 4. Past Experience in IT Turnkey Project (3 years) 3 projects - Four projects each worth more than Rs.200 crores & cumulative Rs.1000 crores - Three projects each worth more than Rs.300 crores & cumulative Rs.1000 crores - One project worth Rs. 1000 crores in last 3 years or two projects each worth more than Rs.500 crores & cumulative Rs.1000 crores	vi) 4. Past Experience in IT Turnkey Project (3 years) 3 projects - Four projects each worth more than Rs.100 crores & cumulative Rs.600 crores - Three projects each worth more than Rs.200 crores & cumulative Rs.600 crores - One project worth Rs. 600 crores in last 3 years or two projects each worth more than Rs.300 crores & cumulative Rs.600 crores	RFP clause remains unchanged. Please also refer to the response given at LTI2.
WIPRO2 7	Vol-I; 5.6 Opening and Evaluation of Technical Proposals	vi) 4) Note: The bidder must submit completion certificate, work order and progress report to substantiate the information provided	Request you to modify the criteria as our projects are under Non Disclosure Agreement of confidentiality below - 'vi) 3) Note: The bidder must submit completion certificate, and progress report duly signed by the company secretary of the bidder, to substantiate the information provided'	RFP clause remains unchanged.
WIPRO2 8	Vol-I; 5.6 Opening and Evaluation of Technical Proposals	vi) 10. Presentation - Scoring Marks - 6	Request you to make the scoring marks of Presentation to be minimum 20 and reduce marks from other Technical Evaluation Criteria so that the total marks of TEC are 100	RFP clause remains unchanged.
WIPRO2 9	Vol - 1; Pg - 12	Taking over eMigrate Application	Need to understand the current Technology landscape (Software) and count of resources deployed on the project along with their skillset	The software BOM is published in this response. Please also refer to the response given at Infosys94.
WIPRO3 0	Vol - 1; Pg -13	Taking over eMigrate Application	Is the documentation for the existing system upto date? Can you elaborate how much % is it complete?	Please refer to the response given at INFOSYS131.
WIPRO3 1	Vol - 1; Pg -13	Taking over eMigrate Application	Are there any EOSL components (S/W and H/W) for the current eMigrate application? Pl provide details	Please refer to the response given at CMS8.
WIPRO3 2	Section 3.6	SP shall be responsible for hosting the new core application software along and the related IT Infrastructure in a collocated facility along with a disaster recovery site, either at a cloud service providers data center or any other DC/ DR setup adhering to the best practices of Tier2 and above norms of TIA 942 guidelines for setting up DC and DRC	Please clarify can the cloud service provider DC be any public cloud like AWS, Azure or GCP or Can the SP maintain Hybrid Cloud deployment	Solution proposed by bidder shall meet all RFP requirements.
WIPRO3 3	Section 3.6	SP can also choose to retain the same DC/DR set up at the STT data centers are Pune and Bengaluru	Please specify the availability of additional space and power for future expansion at these Datacenters	Bidders can take these details with the service providers. Please also refer to the response given at
WIPRO3 4	Section 3.7	It must be noted that all system hardware and software would have to be owned by the division.	Please clarify how the AMC ownership should be maintained whether it has to be with the SP or Division for the exiting and new HW deployed	Ownership of the hardware shall remain with the Division.

WIPRO3 5	Section 3.7	SP shall study the BoM provided at Section 18 of this RFP Volume 1, assess the upgradation/ tech refresh requirement of the same and shall supply all necessary hardware (servers, load balancers, storage systems etc.) and related software for the data center and disaster recovery center and shall also be responsible for commissioning the hardware ready to host the new core application software.	Please clarify for new HW supplied and deployed by SP how the AMC owner ship is expected to be weather it has to be with the SP or Division.	The ownership of the all HW/SW shall be of the Division
WIPRO3 6	Section 3.8	SP shall setup a network connecting various stakeholders as specified in the RFP. All locations requiring MPLS connectivity / leased line under the project, has operational links from over fibre from TCL and Airtel Bharti. SP may choose to utilize the same.	Please clarify does SP need to own the selection of Telecom service providers for the new connectivity or to replace any of the existing connectivity	Bidders are required to decide the telecom providers on their own.
WIPRO3 7	5.4.5(Point-2)	PoE shall connect to the core application through SD-WAN over internet (in addition to VPN access). The internet shall be provisioned by the office of the POE	Please provide more details about the SD WAN provider and deployment details	Bidders are required to decide the telecom providers on their own.
WIPRO3 8	5.4.5 (Point -6)	The networking devices including routers, switches shall be procured with sufficient number of ports for addressing the required bandwidth.	Please clarify if these Networking devices are mentioned to address the New locations connectivity or to replace the HW for any of the existing links/locations	For existing locations only. Bidders can see the HW BoM and see for the replacement/ tech refresh needed for the existing HW.
WIPRO3 9	5.4.5 (Point -7)	Network Links & Bandwidth Requirements is tabulated below	Please clarify if the Bandwidths and links specified in the table are exsiting or need to propose by the SP	Needed to be proposed by bidders
WIPRO4 0	5.4.5 Network requirement vol-1 page 26	All POE Offices (13 locations)	do we need to quote for the SDWAN devices at these 13 locations? If yes, what is the internet bandwidth which will be provisioned by the office of POE? So that we can size the SDWAN branch end device.	POE location bandwidth is given as 2 MBPS.
WIPRO4 1	6.29.7 vol -1 - page 57	System should be integrated with an SMSC vendor for sending SMS on national and international numbers	hope only integration with the SMSC vendor would be the scope?	Please refer to the response at CMS20
WIPRO4 2	6.29.7 vol -1 - page 57	System should be integrated with an SMSC vendor for sending SMS on national and international numbers	who is the existing SMSC Vendor? Pls share the details	TCL
WIPRO4 3	6.29.7 vol -1 - page 57	System should be integrated with an SMSC vendor for sending SMS on national and international numbers	since we are not sure on the number of SMS, hope the SMS cost would be paid additional by the ministry at the end of each month based on usage. Pls clarify	Please refer to the response at TCS79.
WIPRO4 4	5.4.5 Network requirement vol-1 page 25	The networking devices including routers, switches shall be procured with sufficient number of ports for addressing the required bandwidth.	do we need to quote for the routers and switches? Or use the existing one for this project? Pls clarify	Please refer to the response given at INFOSYS173.

WIPRO4 5	general	general	will the bandwidth be billed by Telecom player to ministry or to the SI? Will the payment of bandwidth be done to Telco directly or will it be done to SI?pls clarify	Please refer to the response given at INFOSYS176.
WIPRO4 6	general	general	For Telecom MPLS and internet links, on whom the penalty would be imposed? Is it on the Telco or the SI?	All SLA related penalties are to be applicable of SP of the project.
WIPRO4 7	5.4.5 Network requirement vol-1 page 25	The immigration and Passport system shall be connected through dedicated point-to-point connectivity	is this connectivity required in addition to what has been mentioned in table in Sr. No 7 of 5.4.5 Network requirement? Pls clarify. If yes, what is the bandwidth required and for how many years?	It is same
WIPRO4 8	5.4.5 Network requirement vol-1 page 25	The secondary connection between passport/ immigration system with the eMigrate core application for secondary links shall be MPLS	is this connectivity required in addition to what has been mentioned in table in Sr. No 7 of 5.4.5 Network requirement? Pls clarify. If yes, what is the bandwidth required and for how many years?	It is same
WIPRO4 9	General	General	No detailed technical specification has been provided for hardware like servers, switches, routers. Please provide the detailed technical specification of the same.	Please refer to the Hardware BoM.
WIPRO5 0	Volume 1 / 3.12. Warranty page 15	SP shall provide comprehensive warranty for all IT infrastructure (hardware and software) with requisite OEM support, for a period of 8 years from the Go-Live date and for the extended period of 2 years, if granted by the division. (Not possible)	Request you to please remove this clause. No OEM provides warranty for more than 5 years and hence OEM support for 8 years and then extension of 2 years further would not be possible.	Please refer to the response at INFOSYS81
WIPRO5 1	Volume 1 / 5.4.5 Network requirement page 25	PoE shall connect to the core application through SD-WAN over internet (in addition to VPN access). The internet shall be provisioned by the office of the POE	Please explain the SD-WAN over internet requirement. Do bidder needs to provide SD-WAN solution for internet and WAN, if yes, please provide the detailed technical specification for the same.	Please refer to the response at CISCO4
WIPRO5 2	Volume 1 / 5.4.5 Network requirement page 25	1. The PGE/ CPC / PBSK users shall communicate to the core application through a dedicated MPLS link (in addition to the VPN access provisioned)	Please clarify. Do bidder needs to provision the VPN (Ipssec) on MPLS links as well. Dedicated MPLS links are considered secure itself.	VPN connectivity is required for the users coming through Internet instead of MPLS, when they need to work outside of MPLS Network.
WIPRO5 3	Volume 1 / 5.4.5 Network requirement page 25	6. The networking devices including routers, switches shall be procured with sufficient number of ports for addressing the required bandwidth.	Please clarify. Other than DC &DR, do bidder need to supply WAN routers and switches for other locations.	Yes
WIPRO5 4	Vol-III; Pg - 66; Annexure: Service Level Agreements (SLA)	Annexure: Service Level Agreements (SLA)	The current RFP seems to favour existing SP as there is no information related to the SLA's that SP need to own for emigrate 1.0 application in the emigrate 2.0 tender after after T+ 4 weeks till T+42 weeks. Pl provide information	Please refer to the response given at INFOSYS82.

WIPRO5 5	Vol-I; Pg-61	7.1 Manpower Deployment Requirement	The current RFP seems to favour existing SP as there is no information related to the no volume of ticket volume on the existing Infra + Application have been provided for the last two years. The RFP is totally silent on this. Requested you to pl provide this information as this will help in factoring the resources for DC, DR and application support in addition to the other aspects of the project.	Please refer to the response given at INFOSYS94.
WIPRO5 6	Vol-III; Pg - 66; Annexure: Service Level Agreements (SLA)	Annexure: Service Level Agreements (SLA)	The current RFP seems to favour existing SP as there is no information related to the SLA achievement report by the existing SI for emigrate 1.0 has not been shared for last two years. The RFP is totally silent on this. Requested you to pl provide this information as this will help in factoring the efforts	Please refer to the response at INFOSYS82.
WIPRO5 7	Vol-I; Pg-61	7.1 Manpower Deployment Requirement	Request MoEA to conduct a half or full day session on the architecture of the application and Infrastructure deployed for emigrate 1.0. This process is being carried out for all e-governance application by different departments. Suggest to conduct separate sessions for different SI's.	Please refer to the response at INFOSYS130.

WIPRO58	Vol - I; Pg-72	9. Compliance and Adherence to Standards	<p>We suggest that all the key business functionalities like Workflows, Document handling , Reports and Dashboards , Collaboration and Content etc. to be delivered through proven products that quality the below criteria :</p> <p>i. The proposed product should have been implemented by at least 5 partners or System Integrators in India other the OEM / IP holder organization.</p> <p>ii. The proposed product follows a published roadmap known to its partners with all relevant documentations and benchmarks.</p> <p>iii. The OEM of the product must have training and certification paths to build a strong pool of SME on the product and partner enablement in the industry where new talent across the India/globe can remain updated with the latest advancement of the product and troubleshooting knowledge.</p> <p>iv. The partner to the OEM should showcase relevant experience and skill availability on product for successful deployment of project of this magnitude.</p> <p>v. The product is evaluated and placed in any on the relevant quadrants / reports like Gartner / IDC / Forrester.</p> <p>This will ensure decoupled architecture with well-known and proven standards and ensuring minimal dependency on the System Integrator.</p>	Solution proposed by the bidders shall be required to be sustainable for 11 years from the date of Go-Live.
WIPRO59	Vol - 1 Page - 11 - 3.2. Project Timelines	<p>Note: (i) MEA shall have the right to levy penalty on SP of Rs. 2 lakh per week of delay in the milestones marked with (*) in the above table. (ii) Delay and its magnitude shall be assessed by MEA and conveyed to SP for necessary action. (iii) Delay in two or more milestones which do not have a direct consequential relationship shall be treated separately. (iv) SP may endure to complete the project before the stipulated time. In the event of Go-Live declared before the stipulated timeline, payments shall start accordingly.</p>	<p>Note: (i) MEA shall have the right to levy penalty on SP of Rs. 2 lakh per week of delay in the milestones marked with (*) in the above table. (ii) Delay and its magnitude shall be assessed by MEA and conveyed to SP for necessary action. (iii) Delay in two or more milestones which do not have a direct consequential relationship shall be treated separately. (iv) SP may endure to complete the project before the stipulated time. In the event of Go-Live declared before the stipulated timeline, payments shall start accordingly. (v) The overall maximum penalty, if any that can be imposed on SP under this contract shall not exceed 5% of the Annualized Contract Value and penalty for a given month should not be more than 5% of monthly invoice value.</p>	RFP clause remains unchanged.

WIPRO60	Vol - 1 Page - 15 - 3.12. Warranty	SP shall provide comprehensive warranty for all IT infrastructure (hardware and software) with requisite OEM support, for a period of 8 years from the Go-Live date and for the extended period of 2 years, if granted by the division. The warranty shall also be required to be valid for additional one year at the time of conclusion of the contract and the extended term of two years). The necessary valid warranty certificates from OEMs shall be submitted by the SP to the Division at all times and as and when renewed.	SP shall provide comprehensive warranty for all IT infrastructure (hardware and software) with requisite OEM support, for a period of 8 years from the Go-Live date and for the extended period of 2 years, if granted by the division. The warranty shall also be required to be valid for additional one year at the time of conclusion of the contract and the extended term of two years). The necessary valid warranty certificates from OEMs shall be submitted by the SP to the Division at all times and as and when renewed.	RFP clause remains unchanged.
WIPRO61	Vol - 1 Page - 31 - 5.4.11 Host Based Security System	The functional specifications of the host-based security system provided below are not exhaustive. SP will be required to document detailed requirements related to host based security in consultation with MEA and as per industry standards.	The functional specifications of the host-based security system provided below are not exhaustive. SP will be required to document detailed requirements related to host based security in consultation with MEA and as per industry standards.	Please refer to the response given at CISCO20.
WIPRO62	Vol - 1 Page - 61 - 7.1 Manpower Deployment Requirements	SP shall deploy manpower for operations and maintenance of the eMigrate system and in its proposal, bidders shall be required to provide the details such as qualification, total experience, relevant experience of manpower proposed to be deployed by them. The manpower deployment requirements include, but are not limited to:	SP shall deploy manpower for operations and maintenance of the eMigrate system and in its proposal, bidders shall be required to provide the details such as qualification, total experience, relevant experience of manpower proposed to be deployed by them. The manpower deployment requirements include, but are not limited to:	RFP clause remains unchanged.
WIPRO63	Vol - 1 Page - 61 - 7.1 Manpower Deployment Requirements	As per RFP		Query is not clear
WIPRO64	Vol - 1 Page - 65 - 7.4.2 Infrastructure management	Infrastructure management includes overall management and administration of entire IT and Non-IT infrastructure including servers (including server operating system), network components, storage devices, UPS, DG sets, air-conditioners, etc. SP shall be responsible for the following activities as part of infrastructure management:	Infrastructure management includes overall management and administration of entire IT and Non-IT infrastructure including servers (including server operating system), network components, storage devices, UPS, DG sets, air-conditioners, etc. SP shall be responsible for the following activities as part of infrastructure management:	RFP clause remains unchanged.

WIPRO6 5	Vol - 1 Page - 77 - 10 Service Level Agreements (SLA)	(i) If the SLA measurement tool and/or data equivalent to more than 5% of sample size is missing or unavailable for a particular SLA metric or if the tool is found to be unreliable then the quarterly credit for that metric would be counted as Zero (or lower if specified).	Require clarity on Zero Credit	That means zero marks shall be awarded for that SLA or lower (if specified)
WIPRO6 6	Vol - 1 Page - 80 - 13.1.1.1 Retention of ownership and control over core and configurable modules	2. Any changes to the application, required to enhance the functionality, or to improve performance or to cover security gaps, shall first be documented by the SP in detail such as the proposed change, the reasons necessitating the change, the impact of change on application, effort and time required in effecting the change. Thereupon a request shall be referred to the Application Administrator(s) or equivalent personnel designated by MEA for the purpose, to approve the proposed changes. SP shall first host the changes in the application staging environment and test it for consistency, integrity and performance. SP will then refer the changes made in the application together with its test cases and test results, to the personnel of MEA for their review and final approval before the changes are deployed in the production environment.	2. Any changes to the application, required to enhance the functionality, or to improve performance or to cover security gaps, shall first be documented by the SP in detail such as the proposed change, the reasons necessitating the change, the impact of change on application, effort and time required in effecting the change and the fee. Thereupon a request shall be referred to the Application Administrator(s) or equivalent personnel designated by MEA for the purpose, to approve the proposed changes. SP shall first host the changes in the application staging environment and test it for consistency, integrity and performance. SP will then refer the changes made in the application together with its test cases and test results, to the personnel of MEA for their review and final approval before the changes are deployed in the production environment.	RFP clause remains unchanged.

WIPRO6 7	Vol - 1 Page - 81 - 13.1.2.1 Retention of ownership and control over the database	2. Any changes to the database, required to enhance the functionality, or to improve performance or to cover security gaps, and any changes to the master data, shall first be documented by the SP in detail such as the proposed change, the reasons necessitating the change, the impact of change on database and application, effort and time required in effecting the change. Thereupon a request shall be referred to the Database Administrator(s) or equivalent personnel designated by MEA for the purpose, to approve the proposed changes. SP shall first host the changes in the database staging environment and test it for consistency, integrity and performance. SP will then refer the changes made in the database, together with its test cases and test results, to the personnel of MEA for their review and final approval before the changes are deployed in the production environment.	2. Any changes to the database, required to enhance the functionality, or to improve performance or to cover security gaps, and any changes to the master data, shall first be documented by the SP in detail such as the proposed change, the reasons necessitating the change, the impact of change on database and application, fee, effort and time required in effecting the change. Thereupon a request shall be referred to the Database Administrator(s) or equivalent personnel designated by MEA for the purpose, to approve the proposed changes. SP shall first host the changes in the database staging environment and test it for consistency, integrity and performance. SP will then refer the changes made in the database, together with its test cases and test results, to the personnel of MEA for their review and final approval before the changes are deployed in the production environment.	RFP clause remains unchanged.
WIPRO6 8	Vol - 2 Page - 9 - 2.2 List of documents in this Tender	The bidders are expected to examine all instructions, forms, terms, project Version 2.0 requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its proposal and forfeiture of the Bid security.	The bidders are expected to examine all instructions, forms, terms, project Version 2.0 requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its proposal and forfeiture of the Bid security.	RFP clause remains unchanged.

WIPRO69	Vol - 2 Page - 11 - 2.8 Bid Security and its Amount (EMD)	(i) Bidders shall submit, along with their Bids, a Bid security or EMD of Rs. 1,00,00,000 (Rupees one crore only), in the form of a Bank Guarantee issued by a nationalized bank in favor of 'The Pay & Accounts Officer, Ministry of External Affairs' payable at New Delhi/Delhi and valid for Nine months starting with the date of bid submission as notified by MEA. Bid security in any other form will not be entertained.	(i) Bidders shall submit, along with their Bids, a Bid security or EMD of Rs. 1,00,00,000 (Rupees one crore only), in the form of a Bank Guarantee issued by a nationalized bank in favor of 'The Pay & Accounts Officer, Ministry of External Affairs' payable at New Delhi/Delhi and valid for Nine six months starting with the date of bid submission as notified by MEA. Bid security in any other form will not be entertained.	RFP clause remains unchanged.
WIPRO70	Vol - 2 Page - 11 - 2.9 Consortium and sub-contracting	(i) No Consortium is allowed in this bid (ii) Hosting of core application software and related software can be done at a third-party facility. Subcontracting is not allowed on any other components of this project.	(i) No Consortium is allowed in this bid (ii) Hosting of core application software and related software can be done at a third-party facility. Subcontracting is not allowed on any other components of this project.	RFP clause remains unchanged.
WIPRO71	Vol - 2 Page - 13 - 3.3 Terms of payment for IA	(iii) No payment shall be made before the project is declared Go-Live as prescribed in this RFP	(iii) No payment shall be made before the project is declared Go-Live as prescribed in this RFP	RFP clause remains unchanged.
WIPRO72	Vol - 2 Page - 13 - 3.3 Terms of payment for IA	iv) Cost towards Infrastructure & licenses exclusively procured for MEA shall be paid as follows (a) 50% CAPEX on successful Go-Live, and taxes on complete capex to the tune of 100% (b) 50% equally divided in the 32 equated quarterly instalments (v) Payment for all other elements including Opex for the emigrate solution and remaining 25% of the cost elements referred above will be made in equal quarterly instalments (EQI) over the eight years operation and maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in 32 thirty-two equal parts, without any interest or compounding or discounting	iv) Cost towards Infrastructure & licenses exclusively procured for MEA shall be paid as follows (a) 50% CAPEX on successful Go-Live, and taxes on complete capex to the tune of 100% (b) 50% equally divided in the 32 equated quarterly instalments (v) Payment for all other elements including Opex for the emigrate solution and remaining 25% of the cost elements referred above will be made in equal quarterly instalments (EQI) over the eight years operation and maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in 32 thirty-two equal parts, without any interest or compounding or discounting	The query is not clear. However clarification related to this clause can be seen at CMS15

WIPRO7 3	Vol - 2 Page - - 4.8 Period of Validity of Proposals	<p>a. The proposals shall be valid for a period of 9 months (Nine months) from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.</p> <p>b. In exceptional circumstances, at its discretion, MEA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing.</p>	<p>a. The proposals shall be valid for a period of 9 months (Nine months) 6 months (six months) from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.</p> <p>b. In exceptional circumstances, at its discretion, MEA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing.</p>	RFP clause remains unchanged.
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WIPRO7 4	Vol - 2 Page - 23 - 4.14 Prices	(i) The bidder shall quote the price as per specified format fixed for the entire project on a single responsibility basis. MEA reserves the right to procure the components/services listed in this RFP in whole or in part. In case of any services /components not procured from the Service Provider for any reason, payments shall not be made to the Service Provider for those services/components. No adjustment of the contract price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by MEA to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price would be inclusive of all taxes, duties, charges and levies as applicable.	(i) The bidder shall quote the price as per specified format fixed for the entire project on a single responsibility basis. MEA reserves the right to procure the components/services listed in this RFP in whole or in part. In case of any services /components not procured from the Service Provider for any reason, payments shall not be made to the Service Provider for those services/components. No adjustment of the contract price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. However, in the event there is a change to the State minimum wages act or if the MEA wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, MEA will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off. The Contract price shall be the only payment, payable by MEA to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price would be inclusive of all taxes, duties, charges and levies as applicable.	It is envisaged that the kind of skill set required for the project execution does not fall in the MRW bracket.
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WIPRO7 5	Vol - 2 Page - 35 - 6.4 Signing of Contract	The bidder shall sign the agreement with MEA in the format provided in Volume 3 of this RFP, within 30 days of the award. MEA reserves its right to modify any clause of the agreement prior to signing and upon adequate notice to the bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award and forfeiture of Bid Security.	The bidder shall sign the agreement with MEA in the format provided in Volume 3 of this RFP, within 30 days of the award. MEA reserves its right to modify any clause of the agreement prior to signing and and if it is mutually agreed by the both parties upon adequate notice to the bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award and forfeiture of Bid Security.	RFP clause remains unchanged.
WIPRO7 6	Vol - 2 Page - 35 - 6.5 Performance Bank Guarantee	(ii) This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. For this purpose, the contract value shall be the Total eMigrate Solution Cost (TC) quoted by the bidder in its Commercial Proposal as per the specified format. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid for six months after the end of Implementation Agency's contract period. Subject to the terms and conditions in the performance bank guarantee, the performance bank guarantee will lapse automatically on its expiry date. The performance bank guarantee may be discharged/ returned by MEA upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.	(ii) This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. For this purpose, the contract value shall be the Total eMigrate Solution Cost (TC) quoted by the bidder in its Commercial Proposal as per the specified format. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid for six three months after the end of Implementation Agency's contract period. Subject to the terms and conditions in the performance bank guarantee, the performance bank guarantee will lapse automatically on its expiry date. The performance bank guarantee may be discharged/ returned by MEA upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.	RFP clause remains unchanged.

WIPRO7 7	Vol - 2 Page - 36 - 6.5 Performance Bank Guarantee	(iii) In the event of the bidder being unable to service the contract for whatever reason, MEA would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MEA under the contract in the matter, the proceeds of the PBG shall be payable to MEA as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. MEA shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 14 days of the notice date. MEA's decision in this respect will be final.	(iii) In the event of the bidder being unable to service the contract for whatever reasons solely attributable to the bidder , MEA would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MEA under the contract in the matter, the proceeds of the PBG shall be payable to MEA as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. MEA shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 14 days of the notice date. MEA's decision in this respect will be final.	RFP clause remains unchanged.
WIPRO7 8	Vol - 2 Page - 36 - 6.6 Warranty & Maintenance	(ii) Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on same terms and conditions.	(ii) Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on same terms and conditions at revised prices .	RFP clause remains unchanged. Kindly refer to the response at NIIT27 for further clarification.
WIPRO7 9	Vol - 2 Page - 36 - 6.6 Warranty & Maintenance	(vi) If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, MEA may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which MEA may have against the bidder under the contract	(vi) If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, MEA may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which MEA may have against the bidder under the contract. However bidder's liability in this case will be limited to 10% of the value of the goods or services for which such option is exercised.	RFP clause remains unchanged.

WIPRO8 0	Vol - 2 Page - 38 - Annex 1: Bid Covering Letter	We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of Nine months from the date fixed for tender opening and it shall remain binding upon us with full force and virtue. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MEA.	We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of Nine six months from the date fixed for tender opening and it shall remain binding upon us with full force and virtue. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MEA.	RFP clause remains unchanged.
WIPRO8 1	Vol - 2 Page - 40 - Annex 2: Technical Proposal Covering Letter	We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of Nine (plus one month) months from the date fixed for tender opening and it shall remain binding upon us with full force and virtue. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MEA.	We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of Nine (plus one month) six months from the date fixed for tender opening and it shall remain binding upon us with full force and virtue. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MEA.	RFP clause remains unchanged.
WIPRO8 2	Vol - 2 Page - 42 - Annex 3: Commercial Proposal Covering Letter	We agree for unconditional acceptance of all the terms and conditions in the tender document and also agree to abide by this tender response for a period of Nine months from the date fixed for tender opening and it shall remain binding upon us. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MEA.	We agree for unconditional acceptance of all the terms and conditions in the tender document and also agree to abide by this tender response for a period of Nine six months from the date fixed for tender opening and it shall remain binding upon us. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MEA.	RFP clause remains unchanged.

WIPRO8 3	Vol - 2 Page - 45 - Annex 4: Performance Bank Guarantee	We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract becoming effective until the completion of the period of 6 months after the expiry of the said Contract	We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract becoming effective until the completion of the period of 6 3 months after the expiry of the said Contract	RFP clause remains unchanged.
WIPRO8 4	Vol - 2 Page - 46 - Annex 4: Performance Bank Guarantee	This Performance Bank Guarantee shall be valid only up to the completion of six months after the expiry of our constituent's contract with you, subject to the terms and conditions in the said Contract, for the Total Solution; and	This Performance Bank Guarantee shall be valid only up to the completion of six three months after the expiry of our constituent's contract with you, subject to the terms and conditions in the said Contract, for the Total Solution; and	RFP clause remains unchanged.
WIPRO8 5	Vol - 3 Page - 13 - 4.3 SLA Monitoring	The aforementioned SLA parameters shall be measured on a daily/weekly/monthly/quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools to be designed by the SP for the purpose and audited by a 3rd party audit agency for accuracy, reliability and completeness. If the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of MEA or an agency designated by MEA, then MEA will have the right to take appropriate corrective actions including termination of the contract. The SLA shall be reviewed on an annual basis as MEA decides after taking the advice of the SP, PMG and other agencies. All the changes to be made would be decided by MEA after consultation with the SP. The changes made should not result in undue financial advantage to the SP.	The aforementioned SLA parameters shall be measured on a daily/weekly/monthly/quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools to be designed by the SP for the purpose and audited by a 3rd party audit agency for accuracy, reliability and completeness, subject to Clause 6.7 of Article VI. If the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the reasonable complete satisfaction of MEA or an agency designated by MEA, then MEA will have the right to take appropriate corrective actions including termination of the contract. The SLA shall be reviewed on an annual basis as MEA decides after taking the advice of the SP, PMG and other agencies. All the changes to be made would be decided by MEA after consultation with the SP. The changes made should not result in undue financial advantage to the SP.	RFP clause remains unchanged.

WIPRO8 6	Vol - 3 Page - 21 - 2.2 Period of Contract	The term of the contract shall start with the signing of this Agreement and SLA and shall cover the full period of Implementation till MEA declares the eMigrate system "Go-Live" and eight years of Operation & Maintenance from the date of "Go-Live". However, MEA may choose to extend the term for a further period of two years, with all the terms and conditions being the same as for the original term. MEA shall undertake the selection of Replacement Service Provider for executing the eMigrate project activities after the expiry of the term/ extended term specified above. The aforesaid selection process shall commence one year before the expiry of the term/ extended term specified above.	The term of the contract shall start with the signing of this Agreement and SLA and shall cover the full period of Implementation till MEA declares the eMigrate system "Go-Live" and eight years of Operation & Maintenance from the date of "Go-Live". However, MEA may choose to extend the term for a further period of two years, at revised prices with all the terms and conditions being the same as for the original term . MEA shall undertake the selection of Replacement Service Provider for executing the eMigrate project activities after the expiry of the term/ extended term specified above. The aforesaid selection process shall commence one year before the expiry of the term/ extended term specified above.	RFP clause remains unchanged.
WIPRO8 7	Vol - 3 Page - 28 - 5.1 Termination	i. If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement	i. If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a fifteen seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement	RFP clause remains unchanged.
WIPRO8 8	Vol - 3 Page - 28 - 5.1 Termination	As per RFP	To be included: In the event of termination MEA shall pay the service provider for goods delivered and services rendered till the date of termination.	RFP clause remains unchanged.

WIPRO89	Vol - 3 Page - 28 - 5.2 Change of control	Where a change of Control of the Service Provider has occurred whereby the Service Provider has merged into, amalgamated with or been taken over by another entity, due to which the majority shareholding of the Service Provider has been transferred to another entity, the Project Director, MEA can by a sixty days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.	Where a change of Control of the Service Provider has occurred whereby the Service Provider has merged into, amalgamated with or been taken over by another entity, due to which the majority shareholding of the Service Provider has been transferred to another entity, the Project Director, MEA can by a ninety sixty days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period. In the event of termination by MEA, the Service provider shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts e) Unrecovered investments shall be paid by MEA as per termination schedule till the date of termination.	RFP clause remains unchanged.
WIPRO90	Vol - 3 Page - 31 - 6.2 Third Party Claims	Subject to Clause 6.2b of this Article, Service Provider (the "Indemnifying Party") undertakes to indemnify the MEA (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non- performance under this Agreement or the SLA.	To be included: The maximum amount the SP shall be liable to MEA shall not exceed the total contract value under this Agreement.	RFP clause remains unchanged.
WIPRO91	Vol - 3 Page - 32 - 6.3 Limitation of Liability	Notwithstanding what has been stated elsewhere in this Agreement, there shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud.	Notwithstanding what has been stated elsewhere in this Agreement, there shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud.	RFP clause remains unchanged.

WIPRO9 2	Vol - 3 Page - 32 - 6.3 Limitation of Liability	In all other cases not covered by Clause 6.3a above, the total financial liability of the Service Provider shall be limited to the total value of the contract i.e. the Total eMigrate Solution Cost (TC) quoted by the SP in its commercial proposal to MEA in response to the RFP.	<p>In all other cases not covered by Clause 6.3a above, the total financial aggregate liability of the Service Provider shall be limited to the total value of the contract i.e. the Total eMigrate Solution Cost (TC) quoted by the SP in its commercial proposal to MEA in response to the RFP.</p> <p>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>	RFP clause remains unchanged.
WIPRO9 3	Vol - 3 Page - 32 - 6.3 Limitation of Liability	The Project Director, MEA shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.	The Project Director, MEA shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.	RFP clause remains unchanged.

WIPRO9 4	Vol - 3 Page - 32 - 6.4 Force Majeure	a. Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other directly due to the extent and for the duration of Force Majeure events such as but not limited to acts of God not confined to the premises of the Party claiming Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article	a. Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other directly due to the extent and for the duration of Force Majeure events such as but not limited to acts of God not confined to the premises of the Party claiming Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, quarantine, lock downs, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article, unless the same has occurred due to Force Majeure.	RFP clause remains unchanged.
WIPRO9 5	Vol - 3 Page - 33 - 6.4 Force Majeure	The Party seeking to claim Force Majeure shall promptly, within two days of the event being noticed by the Party, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.	The Party seeking to claim Force Majeure shall promptly, within two seven days of the event being noticed by the Party, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.	RFP clause remains unchanged.

WIPRO9 6	Vol - 3 Page - 34 - 6.6 Confidentiality	f. The aforesaid provisions shall not apply to the information: i. already in the public domain; and ii. disclosed to the public due to a court order or under the Right to Information Act; and iii. information required to be furnished to the Parliament and/or its Committees	f. The aforesaid provisions shall not apply to the information: i. already in the public domain; and ii. disclosed to the public due to a court order or under the Right to Information Act; and iii. information required to be furnished to the Parliament and/or its Committees, or any government or statutory authority. The Confidentiality obligations under this Agreement shall survive upto 3 (three) years from the date of	RFP clause remains unchanged.
WIPRO9 7	Vol - 3 Page - 35 - 7.1 Intellectual Property	As per RFP	To be included: (g) Exceptions to Indemnity (a) Implementatio Agency shall not have any liability to the MEA under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by MEA where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by MEA; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a MEA by anyone other than Implementatio Agency where the unmodified version of the Deliverable would not have been infringing. (h) No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, the Implementation Agency may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Implementation Agency, and no rights shall be deemed to have accrued to the MEA.	RFP clause remains unchanged.

WIPRO9 8	Vol - 3 Page - 41 - 8.2 Personnel	b. Implementation agency shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, and also that such personnel have appropriate qualifications and experience to perform the Services. The MEA shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that the Project Director, MEA requests that any Service Provider personnel be removed or replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days.	b. Implementation agency shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, and also that such personnel have appropriate qualifications and experience to perform the Services. The MEA shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that the Project Director, MEA requests that any Service Provider personnel be removed or replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 30 working days.	RFP clause remains unchanged.
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WIPRO9	Vol - 3 Page - 45 - 9.1 Dispute Resolution	<p>Dispute Resolution Board</p> <p>If any dispute arises between MEA and the Service Provider in connection with, or arising out of, the agreement or the execution of the Project, whether during the execution of the Project or after its completion and whether before or after the repudiation or other termination of the agreement, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation, the matter in dispute shall, in the first place, be referred to the Dispute Resolution Board here in after called "the Board."</p> <p>For purposes of this agreement, the OE & PGE Division shall act as the Board. The board at its discretion may co-opt any other officer if in its opinion it may help in resolving the dispute. Either party may refer a dispute to the Board. The board shall give a decision in writing within 30 days of reference of dispute. Either party may refer a written decision of the board to arbitration. If neither party refers the disputes to arbitration within 30 days of the date of such decision, the Board's decision will be final and binding. MEA at its discretion may change any of the members of the board</p>	<p>Dispute Resolution Board</p> <p>If any dispute arises between MEA and the Service Provider in connection with, or arising out of, the agreement or the execution of the Project, whether during the execution of the Project or after its completion and whether before or after the repudiation or other termination of the agreement, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation, the matter in dispute shall, in the first place, be referred to the Dispute Resolution Board here in after called "the Board."</p> <p>For purposes of this agreement, the OE & PGE Division shall act as the Board. The board at its discretion may co-opt any other officer if in its opinion it may help in resolving the dispute. Either party may refer a dispute to the Board. The board shall give a decision in writing within 30 days of reference of dispute. Either party may refer a written decision of the board to arbitration. If neither party refers the disputes to arbitration within 30 days of the date of such decision, the Board's decision will be final and binding. MEA at its discretion may change any of the members of the board</p>	RFP clause remains unchanged.
WIPRO100	Vol - 3 Page - 51 - 2.5 Employee	b. To the extent that any Transfer Regulation does not apply to any employee of the SP, MEA or its Replacement Service Provider may make an offer of employment or contract for services to such employee of the Service Provider and the Service Provider shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the MEA or Replacement Implementation agency.	b. To the extent that any Transfer Regulation does not apply to any employee of the SP, MEA or its Replacement Service Provider may make an offer of employment or contract for services to such employee of the Service Provider and the Service Provider shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the MEA or Replacement Implementation agency.	RFP clause remains unchanged.

WIPRO101	Vol - 3 Page - 57 - SCHEDULE V INVOICING AND SETTLEMENT SCHEDULE	c. Payments invoiced shall be made within 45 days of the receipt of invoice by the Project Director, MEA subject to adjustments if any for the previous performance or penalty.	c. Payments invoiced shall be made within 45 30 days of the receipt of invoice by the Project Director, MEA subject to adjustments if any for the previous performance or penalty.	RFP clause remains unchanged.
WIPRO102	Vol - Page - - Ugrades/Updates /Enhancements	Not included in the RFP	Notwithstanding anything to the contrary in the RFP, any requirement by the MEA of any upgrade/update/enhancement shall be provided by the Implementing Agency at an additional cost to the MEA and the same shall be done through a Change Order	Please refer to the Change Control Schedule in RFP Volume 3.
WIPRO103	Vol - Page - - Additional Hardware	Not included in the RFP	Additional Hardware Notwithstanding anything to the contrary in the RFP, any requirement by the MEA of any additional Hardware under the Agreement shall be provided by the Implementing Agency at an additional cost to the MEA and the same shall be done through a Change Order	Kindly refer to the response at INFOSYS143.
WIPRO104	Vol - Page - - Savings Clause	Not included in the RFP	Implementing Agency's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to MEA's omissions or actions whatsoever	Relevant portions of the RFP shall apply, if any.
WIPRO105	Vol - Page - - Deemed Acceptance	Not included in the RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by MEA in the event when MEA has not submitted its acceptance or rejection response in writing to the Implementation Agency within 15 days from the date of installation/commissioning or when MEA uses the Deliverable in its business, whichever occurs earlier. Parties agree that Implementing Agency shall have 15 days time to correct in case of any rejection by MEA.	Relevant portions of the RFP shall apply, if any.

Software BOM -

S.no	Product type	No. of Licenses
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1	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR	640
2	IBM WEBSHERE APPLICATION SERVER FOR DEVELOPERS AUTHORIZED USER LICENSE	10
3	IBM DB2 ENTERPRISE SERVER v10.5	360
4	IBM DB2 ENTERPRISE SERVER v10.5	10
5	IBM LOTUS DOMINO ENTERPRISE SERVER	840
6	IBM LOTUS DOMINO WEBMAIL	10
7	IBM WEBSHERE PROCESS SERVER	240
8	IBM WEBSHERE BUSINESS MODELER	1
9	IBM WEBSHERE INTEGRATION DEVELOPER	2
10	IBM FILENET CONTENT MANAGER	200
11	TCS FORMSIGNER	4
12	IBM TIVOLI MONITORING	724
13	IBM TIVOLI COMPOSITE APPLICATION MANAGER	4000
14	IBM TIVOLI SERVICE REQUEST MANAGER	3
15	IBM TIVOLI CHANGE MANAGEMENT	2
16	IBM TIVOLI CHANGE AND CONFIGURATION MANAGEMENT DATABASE	1020
17	IBM TIVOLI CHANGE AND CONFIGURATION MANAGEMENT DATABASE INSTALL	1
18	IBM TIVOLI STORAGE MANAGER EXTENDED EDITION	1124
19	IBM TIVOLI STORAGE MANAGER FOR MAIL 10 PROCESSOR VALUE UNITS (PVUS) LICENSE	160
20	IBM TIVOLI STORAGE MANAGER STORAGE AREA NETWORK	8
21	IBM TIVOLI DIRECTORY SERVER	1400
22	IBM PROCESS SERVER ADVANCED PROCESSOR VALUE UNIT (PVU)	70
23	IBM TIVOLI APPLICATION DEPENDENCY DISCOVERY MANAGER RESOURCE VALUE UNIT	420

24	IBM INTEGRATION DESIGNER PER AUTHORISED USER	2
25	IBM DOMINOENTERPRISESE CLIENT ACCESS LICENSE AUTHORISED USER	10
26	IBM SMARTCLOUD CONTROL DESK CONCURRENT USER	2
27	IBM TRIVOLI APPLICATION DEPENDENCY DISCOVERY MANAGER INSTALL	1
28	IBM TIVOLI APPLICATION DEPENDENCY DISCOVERY MANAGER RESOURCE VALUE UNIT	660

PGE Office Hardware BOM at Akbar Bhavan -

S.NO	Device	Make	MODEL	Part No	Serial No
1	Router MSR20-40	HP-3Com	MSR 20-40	JF228A JD572A	CN0BD0T023
2	Router MSR20-40	HP-3Com	MSR 20-40	JF228A JD572A	CN0BD0T01G
3	Switch	HP-3Com	S5120-28C-EI	JE068A	CN56BYT0DF