

## Response to Queries (NJRS RFP) Part – I

| S. No | RfP Reference               | Content of RFP requiring Clarification | Clarification being sought by the bidder  | ITD Response  |
|-------|-----------------------------|--|---|---|
| 1     | 1/annex 8/73 and 1/9.2/2/42 | Stakeholders/Users                     | RFP does not indicate if legacy orders or orders after “go live” of Authority for Advanced Rulings have to be covered? Please clarify. Will copy of Appeal documents also be required to be submitted to the webmaster.   | Legacy Orders as well as orders after Go-Live of the AAR are to be covered. Appeal documents would not be required to be submitted to the webmaster   |
| 2     | 1/5.3/16 and 1/9.2.1/42     | Stakeholders                           | Lawyers empanelled by ITD at HC and SC , to handle Tax litigation would be provided access to the proposed system. A) How does the department ensure the passwords are not circulated. B) will the lawyers be allowed to access their own cases or the entire database. | Lawyers would not be allowed access to JRRS. Lawyers may be allowed access to the appeals database only.  |
| 3     | 1/6.2.14.3/25               | IT infrastructure                      | Can the IA utilize their existing infrastructure to be used as CDPC?  | Yes. Existing space can be used provided it is clearly demarcated for NJRS.   |
| 4     | 1/6.2.4.2/26 1/ann.1/49     | IT Infrastructure RSCs and CDPC        | Can the IA make arrangements to send documents from 27 centres to CDPC for scanning. This will reduce the initial cost and we would not require 27 persons thus bringing down the cost. It will also help in installing a high powered/high featured scanner at CDPC .  | No. The documents cannot be taken out of the RSCs   |
| 5     | 1/8.3 (table 4)/38          | Project deliverables                   | Development time of 6 weeks is insufficient as it will also depend on the availability of officials in the Department. This should be minimum 12 weeks. According to us it can only be determined after scope (requirement analysis) is finalised .                     | Go live is 26 weeks and development time is 16 weeks. PI see Section 8 of Vol I of the RfP  |
| 6     | 1/6.2.3/24                  | Integration with ITD Systems           | Will the content provided under NJRS be used by the department for their other projects (e.g. webmaster) also either during the term of the project or after 5 years. Will the Public have access to caselaws through the webmaster project.                            | This RfP is only for the NJRS project. Only the plain text judgments may be provided to the webmaster of the income tax website. Taxpayers would also be allowed access to view the status of their own appeals and judgments in the NJRS. PI see Section 9.2 of Vol I of the RfP |

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| 7     | 1/9.2.1/42    | Stakeholders /users                    | As the project is password based and data will be available on the Internet, what measures does ITD proposes to ensure the passwords are not shared outside the ITD and the content does not get accessed by non ITD persons.   | Each user is bound by law and by the service rules in this regard. Moreover it would be similar to purchasing online access to commercial database by users. Technological solutions to prevent misuse can also be implemented by the IA in consultation with the ITD |
| 8     | 1/6.2.2g)/24  | Data Quality assurance                 | Quality of scanning primarily depends on the quality of paper and typing. If the paper/typing is of poor quality, scanning output would not be optimum. Suitable clause should be built in to ensure the IA is not penalised due to poor quality of paper.  | As per RfP  |
| 9     | 1/6.2.2b/21   | Data Import/digitization               | Would it be possible to obtain digitized copies of legacy data? This will reduce scanning /ocr .  | Mostly the paper copies of the appeal documents are available. Requisite metadata that may be available in electronic format with the ITD will be shared with the IA. This would be primarily in excel, pdf or word formats   |
| 10    | 1/6.2.2b/21   | Data Import/digitization               | Is the ITD at some stage planning to implement e-filing of appeals? Would it be possible to obtain digitized copies of appeal data ? this will reduce scanning /ocr .   | The procedure for filing appeals at the ITAT, HC and SC is not determined by ITD. Documents available as and when available in ITBA will also be made available.<br>PI see response to Q9   |
| 11    | II/5.2/30     | Pre -Qualification criteria            | As per the RFP, publishing companies which have experience in building and operating CMS and who implemented advanced search techniques cannot participate without being part of a consortium with a large system integrator as revenue of INR 50 crore is required from IT services and 100 crore turnover. Our request is to delete this requirement of revenue from IT services so that the Indian publishers with proven experience can participate in the tender as the lead. This clause is highly restrictive and stringent which will result in poor competition. As it is unduly restrictive criteria, it is creating an entry barrier for potential bidders. In addition to being highly restrictive it is against the rules/guideline of GFR and CVC norms for pre- qualification criterion. | No change   |

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| 12    | II/5.2/30               | Pre -Qualification criteria                              | Would the following content provider qualify to bid : A publisher with more than 5 years -experience has licensed its data for electronic use to an Indian registered company. Can both entities bid as part of separate consortium?   | The bidder or its consortium partner needs to be owner of database, thus one database cannot be proposed by more than one bidder   |
| 13    | II/5.2/30 and II/8.5/41 | Pre-Qualification and Technical scores and qualification | The content provider should certify they have All reported orders/judgements of ITAT, HCs and SC along with citations of reputed journals. As content is the key in this Project this should be part of pre- qualification. Higher Points should be awarded to content providers , who have more judgments/ equivalent citations.  | No change. The Technical Evaluation gives reasonable weightage to the quality and completeness of the content  |
| 14    | II/5.2/30               | Pre-qualification  | Please clarify if 2 or 3 companies/partnership firms/sole proprietors being part of the same group or sharing common Directors/partners or having common shareholder submit independent bids or they would be treated as multiple bids and disqualified.   | As per the RfP, only companies are eligible to bid. Related concerns can submit separate bids on their own strength but they cannot rely upon the strength or experience of other related companies. Moreover, one company can submit only one bid.  |
| 15    | II/5.2/30               | Pre-qualification  | Please clarify if a bidder is part of a larger Company which is an Indian registered company for 5 or more years but by virtue of having purchased the digital database 2 years back, would meet the pre- qualification criterion.   | PI see response to Q 12  |
| 16    | II/4.12a/28             | General Conditions                                       | Will ITD permit the content provider/IA to use the content in perpetuity developed for NJRS, commercially (electronically or in print) on the content provider's own website during a) the project period of 5 years and b) after completion of the project,. The content will be both which is part of the content providers existing database and which would be created for ITD during the project excluding the appeal data. | PI see article 8.2 Vol III. It is clarified that the content created by the IA for the ITD is allowed to be used by the IA both during the contract period and also subsequently, subject to approvals of any third party owners of information used for the project such as the courts. Such approval of third parties is the responsibility of the IA. |
| 17    | III/5/32,33,34          | Termination  | The compensation payable on termination as specified in this clause is only for tangible assets. Content to be provided under the project is intangible and has a much longer life . The depreciation rate for such assets is 25% and is very low. ITD should compensate the IA for content on basis of future discounting of cash flow that was to be received by the IA had the project continued for 5 years.                 | As per RfP   |
| 18    | III/5.2.a/33            | Termination  | Would change of ownership/management of one of the consortium members lead to termination of the contract?   | As per RFP. PI see the clarification given after article 5.2(a) & (b) in Vol III page 33   |

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| 19    | III/2.2.f/23          | Role of the department                 | Please elaborate on the audit activity.   | Six monthly or annual audits would be done by a third party. PI see 6.2.12 of the RfP and other references in RfP regarding audit  |
| 20    | III/8/50              | Intellectual property                  | On completion of 5 years or termination of the project , suppose a new content provider is selected by the department, what happens in the following scenarios:<br>a) The existing content developed for the department gets transferred to the new content provider. Can the new content provider commercially exploit the content in print or electronically in perpetuity.<br>b) Can the existing content provider continue to use the content developed upto the “go live” period and after the go live period on its own website.<br><br>c) In case the answer to above is Yes, who would be liable for copyright infringement, if any, after the new content provider takes over? | a) No. The new IA will not be permitted to commercially exploit content developed prior to signing of contract with the new IA<br>b) Yes in respect of the content developed by the existing content provider during its contract period.<br>c) Does not apply as response to a) is a "No"<br>PI also see response to Q No. 16 |
| 21    | Annexure 1/ann.III/52 | Regional scanning centers.             | Department will provide the appeal information at designated locations. Is there a mechanism by which IA will know that ALL required information has been provided? How will we know if we have got everything.   | The IA has to obtain the data of appeals filed from the court registries. The system needs to be designed to generate alerts to the concerned departmental officers if the documents relating to an appeal registered with the court registry have not been received by the IA at the RSCs.                                    |
| 22    | 1/6.2.2 e/22          | Data Import                            | The pre -qualification criteria for content provider is 50,000 cases, whereas the NJRS project requires data from 1/4/2009 for HC and SC and from 1/4/2012 for ITAT. Most of the cases during the above period have reference to data prior to these dates. If the data is not required , hyperlinked to judgments prior to these dates would not be possible. Please clarify if our understanding is correct   | PI also see response to Query No. 111. Hyperlinks to prior reported orders/judgments delivered by the courts and cases contained in the bidders´ or its consortium partners database should be possible.   |
| 23    | 1/6.1/18              | Scope of work of IA                    | Please provide clarity on Exit management and transition. Transition period will be for what period? Will the existing IA be allowed to bid or match the bid of the highest bidder?   | As per RFP. The bidding conditions for the selection of the replacement IA will determine the eligibility to bid.  |
| 24    | 1/6.2.2 e/23          | Data Collection (enactments)           | ITD will provide soft copy of enactments for period prior to “go live” or after or for both periods. What would be the format of the soft copy?   | For both periods. In any of the leading documents formats such as PDF, DOC, DOCX, ODF, HTML, TXT etc.  |

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| 25    | 1/6.2.23/23-24 | Meta data                              | Who decides which judgment or order should have a Headnote? What is the proposed criteria for selection of judgment/order for headnote.  | PI see 6.2.2f on page 23 of Vol I of the RFP  |
| 26    | 1/6.2.3d/24-25 | Integration with the ITD Systems       | Copy of judgments to be provided in the webmaster system will be only the raw text of the judgments without tagging, metadata, hyperlinking , Headnote, etc.. Please Confirm.  | Yes   |
| 27    | III/1.4.2e/21  | MSA                                    | Please clarify if the perpetual license granted to ITD for the IA's proprietary information would be a) exclusive or non exclusive and b) would the perpetual license be limited to India or worldwide.  | PI see article 8.6 of Vol III of the RfP  |
| 28    | III/1/14       | MSA                                    | As per the draft MSA , it is totally in favour of ITD. We would like the following clauses to be inserted; IA will have a right to cancel the contract and take back the material if ITD delays in making payment by more than 30 days of the invoice date.Decision on extension of the contract has to be taken mutually and NOT exclusively by the department (pg. 20) Please provide examples/situations when ITD can cancel the contract for convenience. Please specify clauses/sub clauses which will survive termination/cancellation or after the end of the period of the contract. | No Change   |
| 29    | 1/6.2.2d/22    | Metadata, additional information etc.  | As per the RFP IA is also responsible for importing data relating to the status of appeal (defect stage, admission stage order reserved stage) . Who will provide this information as some of it till admitted may be confidential?  | From the court systems in an online or offline mode, ITD would facilitate in getting the approvals from the courts. In case the approval for sharing the data is not allowed by any court, the data available in the public domain on the court websites has to be imported by the IA for NJRS. |
| 30    | 1/5.3/16       | ARMS                                   | Please clarify if the IA would be required to scan/ocr any documents prior to content being uploaded by Department officers? Would access to these documents be provided to other department members and or public or Department lawyers?  | As per RFP. PI also see response to similar other questions   |
| 31    | 1/6.2.2f 23    | Metadata                               | Is it required to import headnotes and metadata from IA's tax database?  | yes, the complete database has to be imported including the case texts along with the value added features such as headnotes including case summaries, case references, keywords, links etc.  |

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| 32    | 1/6.2.2f 23   | headnotes  | Is it required to create headnotes and also list facts and decisions . As headnotes cover both facts and summary of decision , this would be a duplicate exercise. Please clarify.  | It is clarified that the scope of work includes preparation of headnotes complete with summary of the facts, issues and decision of the court on those facts/issues; analysis of the decision and its legal impact; and case references etc.   |
| 33    | 2/4.11.2  | IPR  | Is our understanding correct?<br>a) The department does not desire the vendor to transfer the copyright or any part thereof of the legacy orders/judgments , i.e. the copyright in the contents will remain with the vendor<br>b) However, the Department will have a right to use the content in perpetuity. | pl see article 8.6 of Vol III of the RFP   |
| 34    | 1/6.2.2e /22  | Incorporate all final orders/judgments from 1/4/2009 for SC, HC and from 1/4/ 2012 for ITAT  | Would the Department assist in procuring copies of orders/judgments not reported by any Journal?  | Primary responsibility is of IA. All judgments should be available in the public domain through the court websites.  |
| 35    | 1/6.2.2e/23   | The IA is also required to import its existing judicial database submitted as part of the technical proposal of the bid into the JRRS by the go-live date. | a) The judicial database to be imported should be relating to Direct tax or it should cover all judgments irrespective of law<br>b)The judicial database to be imported will comprise of the value adds of the publisher i.e. include Headnotes, citing reference etc. or only the judgement .                | The entire database relating to direct tax decisions is required to be imported including all the value added features such as the Headnotes, Case summaries, case references, keywords and the hyperlinks within the database.  |
| 36    | Volume I Annexure IV - Page 55 and other sections related to documents storage. | Storage  | 1. Size of the documents per appeal (Min,Max,Avg) [Forecast]<br>2. Number of documents per appeal (Min,Max,Avg) [Forecast]<br>3. Size of the documents per appeal (Min,Max,Avg) [Existing]<br>4. Number of documents per appeal (Min,Max,Avg) [Existing]<br>5. Retention period                               | 1-2) the bidders to make own estimates<br>3-4) Mostly legal & A4 size. Number estimated to be approximately 35 pages per appeal on an average. However, the pages per appeal vary from a few pages to several hundred pages depending upon the subject matter of the appeal.<br>5) The paper documents are to be returned to the ITD after scanning. |
| 37    | Volume I Page 91, NRF 17  | Satisfying response time for Slow internet connection client   | What is the satisfying response time required against the connection speed?   | The design of the NJRS portal should enable a satisfactory response experience for the users even on slow connections client.  |

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| 38    | Volume II Section 5.2, Table 5 Point 2 Page 30 | The bidder (all members put together in the case of a consortium) should have a minimum annual turnover of INR 100 Crores (Rupees Hundred Crores), in each of the last three financial years (i.e. 2009-2010, 2010-2011 & 2011-2012). Out of the above total turnover, at least INR 50 Crores should be from IT services and system integration services in each financial year    | The details for the current Financial Year 2012-13 is also required for this bid? Pls confirm.   | the PreQualification criteria given at S No.2 of Table 2 page 30 in Vol II of the RfP may be read as -<br><br><i>"The bidder (all members put together in the case of a consortium) should have a minimum annual turnover of INR 100 Crores (Rupees Hundred Crores), in each of the last three financial years (i.e. 2010-11, 2011-12 &amp; 2012-13). Out of the above total turnover, at least INR 50 Crores should be from IT services and system integration services in each financial year"</i> . |
| 39    | Volume1/6. 1/17                                | 6.1 Overview of the scope of work of the implementing agency Procure, install, commission, maintain and operate the IT and Non IT infrastructure to establish:<br>i. The Central Data Processing Center (CDPC) at a location in the NCR<br>ii. The Regional Scanning Centers (RSCs) at the identified nodal locations for handling and scanning of paper documents                 | Request to Please clarify what would be the infrastructure requirements at CDPC, RSC apart from scanning   | For the CDPC, the IA has to provide infrastructure and space for CDPC so as to meet the requirements of the RFP. For RSC, space would be provided by ITD preferably at the office of the CIT(DR). The IA has to provide furniture, hardware, software and manpower to meet the requirements of the project. PI also see response to Q83.   |
| 40    | Volume1/6. 1/17                                | 6.1 Overview of the scope of work of the implementation agency<br>4. Procure, install, commission, maintain and operate the IT and Non IT infrastructure to establish:<br>i. The Central Data Processing Center (CDPC) at a location anywhere in India.<br>ii. The Regional Scanning Centers (RSCs) at the identified nodal locations for handling and scanning of paper documents | Request to Please clarify how many users will be working from<br>- CIT(J) for 4 locations<br>- CIT(DR) for 27 locations<br>- DGIT(LR) for 1 location | The number of users for the webbased NJRS Application is provided in the RfP. PI see Annexure XI Vol I of the RfP for indicative volume on appeals. Domain experts (Content providers) should be able to estimate the sizing for the RSC and CDPC.   |

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| 41    | Volume1/6.2/20        | 6.2.1 Design, development, implementation and testing of NJRS application<br>The IA should get the system tested by a third party agency like STQC for functional requirements and security testing and audit should also be undertaken by an independent third party like STQC or by an agency empanelled by Cert-In. | Who will borne thrid party audit cost IA or Department   | ITD  |
| 42    | Volume1/9.11/45       | Solution Deployment Architecture<br>- CIT(J) for 4 locations<br>- CIT(DR) for 27 locations<br>- DGIT(LR) for 1 location  | Request to please provide more details in terms of <b>volume of scanning requirements from each mentioned location</b><br>(- <b>CIT(J) for 4 locations</b><br>- <b>CIT(DR) for 27 locations</b><br>- <b>DGIT(LR) for 1 location</b> ). | Indicative appeal volumes are given in Annexure XI of Vol I of the RfP.                |
| 43    | Volume1/9.11/45       | Solution Deployment Architecture<br>- CIT(J) for 4 locations<br>- CIT(DR) for 27 locations<br>- DGIT(LR) for 1 location  | Could you please provide range for pages that will be scanned per day from each mentioned location :<br>- CIT(J) for 4 locations<br>- CIT(DR) for 27 locations<br>- DGIT(LR) for 1 location).  | PI see response to Q 42  |
| 44    | Volume1/9.11/45       | Solution Deployment Architecture<br>- CIT(J) for 4 locations<br>- CIT(DR) for 27 locations<br>- DGIT(LR) for 1 location  | Please provide inputs on number of index fields need to be captured against each type of document.   | The IA has the flexibility to design the solution so as to best meet the requirements. |
| 45    | Volume1/5 Annexure/58 | 5. Annexure V: Indicative Requirements for Data Center & DR Center<br>i. Architecture Requirements<br>c. Security: The data centre must provide an end-to-end security model that protects applicat  | Request to please clarify what will be the consideration to sizing for <b>Development &amp; testing</b> infrastructure.  | As per standard operating procedures for IT projects                                   |

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| 46    | Volume1/5 Annexure/5 8               | 5. Annexure V: Indicative Requirements for Data Center & DR Center<br>b. Scalability: All components of the data centre must support scaling to provide continuous growth to meet user demand and requirements of the Department Government departments / Client.   | What is the envisaged growth of users over 5 years both internal & external.  | See the introduction given in vol I of the RfP   |
| 47    | Volume1/5 Annexure/5 9               | 5. Annexure V: Indicative Requirements for Data Center & DR Center<br>i. Architecture Requirements<br>c. Security: The data centre must provide an end-to-end security model that protects applications, services, data and the infrastructure from malicious attacks or theft from external (through internet) and internal (through intranet) users.                          | How user will access internet or intranet please clarify. .   | NJRS is expected to be accessed through the internet by the users. However, at a later date, this may be accessed over intranet. |
| 48    | Volume II Page 30 Table 5 point No 2 | The bidder (all members put together in the case of a consortium) should have a minimum annual turnover of INR 100 Crores (Rupees Hundred Crores), in each of the last three financial years (i.e. 2009-2010, 2010-2011& 2011-2012). Out of the above total turnover, at least INR 50 Crores should be from IT services and system integration services in each financial year. | Requesting you to consider the minimum annual turnover of INR 100 crores (Rupees Hundred Crores) in each of the last three financial years (i.e. <b>2010-11, 2011-12 &amp; 2012-13</b> ). Out of the above total turnover, at least INR 50 Crores should be from Software Solutions | Pl see response to Q38   |

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| 49    | Volume II<br>Page 31<br>Table 5<br>point No 4 | <p>The Bidder (any member in case of consortium) should be currently owning &amp; maintaining a digital database of at least 50,000 Direct Tax Judicial decisions of ITAT, AAR, HC and SC.</p> <p>[The database should contain the complete text of the decisions with metadata, keywords, headnotes, cross referencing and must be searchable on various parameters.]</p>  | <p>For a PSU/Government company the eligibility criteria may be waived off.</p> <p>Instead our suggestion is to consider the application in which we the bidder is maintaining the online database of atleast 50,000 for any Government /state /PSU department.</p> | No change  |
| 50    | Volume I<br>Page 65<br>Annexure VI            | <p>The prospective bidder is advised that he shall estimate the specifications on his own based on the information provided in this RFP and the primary requirement is to meet the Service Level Agreement (SLA). The prospective bidder is required to understand that the following specifications are indicative only and the responsibility of sizing/ re-sizing the components is the IA's responsibility as also meeting the requirements of the SLA. The IA may either procure or lease the equipment for RSC and CDPC</p> | <p>We would like to request Income Tax Department to freeze the Bill of Material (Quantity of the hardware, software and the networking equipments) to give level playing field to all the vendors.</p>   | <p>No change. This is service oriented PPP project and vendor has to design, provide and upgrade/enhance necessary IT and Non IT infrastructure so as to best meet the objectives of the project and the QoS/SLA requirements during the term of the contract.</p> |

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| 51    | Volume II<br>Page 14<br>point No:<br>2.1.2  | The IA would be paid an additional amount based on the actual quantum of appeals and pages scanned and processed in that quarter at a fixed rate of Rs. 150 per appeal plus Rs. 0.8 per page in the appeal. However for applications such as miscellaneous applications, Interlocutory applications linked to the appeals, the rate per application shall be only Rs 75/- per application in place of Rs 150/-. | Keeping inflation into consideration our kind suggestion is to increase the rate for scanning and processing at an incremental rate of approximately 10% (for application and every pages) on base rate (provided in rfp) in every year | No change considering that the contract is for a short & defined number of years         |
| 52    | Volume II<br>Page 15<br>point No:<br>2.1.2  | Cost of third party audit and testing shall be borne by the Department  | Kindly elaborate the third party audit and types of testing required. Also mention and fix the number of cycle required for complete testing  | As per RFP. Six monthly or annual audits would be done by a third party.                 |
| 53    | -   | -   | Requesting you to kindly share the existing database size and expected/ trend in increment of the database size in the successive years.  | No database exists with department as on date. IA to estimate based on existing volumes. |
| 54    | Volume II<br>Page 9<br>Table<br>Calendar of<br>Events and<br>Other<br>Relevant<br>Details,<br>Serial No 7 | Last date (deadline) for receipt of proposals in response to RFP notice   | Kindly extend the last date (deadline) for receipt of proposals in response to RFP by 29th November 2013  | Any change in date would be notified on the income tax department's website.             |
| 55    | Vol-I /<br>Page-21 /<br>6.2.2 - C   | Scanning & data creation for ARMS   | (1) Documents for scanning are in loose sheets or in bind book state?   | bound or stapled sheets  |
| 56    | Vol-I /<br>Page-21 /<br>6.2.2 - C   | Scanning & data creation for ARMS   | (2) In case documents for scanning are in bind book state then, are we allowed to unbind for the purpose of ADF scanning?   | yes but need to rebind   |

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| 57    | Vol-I / Page-21 / 6.2.2 - C    | Scanning & data creation for ARMS                             | (3) Do we need to scan selective or all pages from a set of appeals/judgments/orders, provided for scanning? If selective then mention % of pages to be scanned and who will segregate the pages. | Normally the entire bunch will be required to be scanned. The list of documents that are required to be scanned is given in the RfP vol I  |
| 58    | Vol-I / Page-21 / 6.2.2 - C    | Scanning & data creation for ARMS                             | (4) Please specify average number of pages in a record (appeals/judgments/orders) for scanning.   | The number of pages is about 35 pages on average in one appeal.  |
| 59    | Vol-I / Page-21 / 6.2.2 - C    | Scanning & data creation for ARMS                             | (5) What are size of documents for scanning? Like A4/Legal/A3 etc. if documents are in mixed mode then specify % of each size.  | Primarily A4 and Legal   |
| 60    | Vol-I / Page-21 / 6.2.2 - C    | Scanning & data creation for ARMS                             | (6) Please specify document physical condition like torn or mutilated state.  | Most of the documents would be in good shape.  |
| 61    | Vol-I / Page-21 / 6.2.2 - D    | Metadata, additional information, Content Management for ARMS | (1) Please specify approx number of chars each field for indexing of appeals/judgments/orders and also specify if language of indexing is other than English                                      | Bidder to make own estimations. Only English.  |
| 62    | Vol-I / Page-21 / 6.2.2 - D    | Metadata, additional information, Content Management for ARMS | (2) Indexing information will be available on which page of the record like First Page or Specific Page or Any Page for appeals/judgments/orders.   | Content providers/consortia members/domain experts should be aware of such details. These are court prescribed documents therefore the bidder may also refer the court rules in this regard.   |
| 63    | Vol-I / Page-26 / 6.2.4.2      | The ITD shall provide space at nodal locations                | (1) Please confirm that, does space provided for scanning by ITD at RSC also include furniture (table/chair) & air-conditioned environment at all RSC's scanning locations.                       | Furniture would not be provided. Only space would be provided.   |
| 64    | Vol-I / Page-102 / Annexure-XI | Indicative Volumes of Appeals at ITAT                         | (1) In RFP Indicative Volumes of Appeals at ITAT is mentioned, but please specify total number of appeals/judgments/orders to be scanned with average number of pages.                            | Please see responses to similar other queries  |
| 65    | Vol-I / Page-102 / Annexure-XI | Indicative Volumes of Appeals at ITAT                         | (2) In Volume-1 page 102 "Indicative Volumes of Appeals" is mentioned, so do we need to consider this volume for scanning or need to consider volume mentioned in Vol-II of page-14 point 2.1.2   | Information has been provided in the RFP only as a guide. The appeal volumes mentioned in volume II, also assume reductions in future appeals due to the impact of the project. However the bidders may make their own assessment for total volume of work under the contract. |

| S. No | RfP Reference   | Content of RFP requiring Clarification  | Clarification being sought by the bidder  | ITD Response  |
|-------|---|---|---|---|
| 66    | Vol-1 / Page 53 / Annexure III  | All the documents need to be digitized at minimum of 300 dpi in black and white or gray scale   | Please specify the approx percentage of documents in mutilated/damaged state which needs grey scale scanning  | PI consult domain experts in this regard.   |
| 67    | Vol-1 / Page 37 / Project Timelines and Deliverables                      | Providing Data Digitization services at CIT (DR) and DGIT (LR) offices across India. [ T+9 Weeks onwards]   | If digitization starts from T+9 weeks then in how many days we need to complete the digitization activity.  | As per project timelines given in RFP   |
| 68    | Vol-1 / Page -34 / Exit Management  | Transfer value at the end of the contract shall be at a combined token price of Rupee 1 for all assets  | Does resource for SCANNING ACTIVITY like scanners, desktops, furniture and other resources deployed at RSC and CDPC also needs to be transferred at a combined token price?   | as per RFP - volume I Annexure VI   |
| 69    | Vol -2 Page 14 / Equated Quarterly Installments                           | The IA would be paid the quoted EQI, every quarter for a period of 5 years during the operation & maintenance phase of the project.   | As digitization services involves monthly payments large number of manpower, so request for monthly payments schedule for digitization services.  | no change   |
| 70    | Vol-2 / Page 14 / Scanning and processing of documents related to appeals | Rs. 150 per appeal plus Rs. 0.8 per page in the appeal. However for applications such as miscellaneous applications, Interlocutory applications linked to the appeals, the rate per application shall be only Rs 75/- per application in place of Rs 150/-. | If price per appeal and page is already defined then what we have to mention is the commercial bid in (Volume - II Annexure -3 / Page 62)   | The Equated Quarterly Instalment (EQI) and the total amount calculated by multiplying the EQI amount by 20 (both in figures and in words).                              |
| 71    | Vol-1/page 24/ sec6.2.3   | Integration with the ITD Systems  | As integration of Document management system with ITD system/PAN/e-filing we understand the image enablement with ITD system, please clarify. And if NJRS is expecting different approach for integration please specify? | Integration of Document Management System of NJRS with ITBA system is not required. PI also see response to similar other queries relating to integration requirements. |
| 72    | Vol-1/page 18/ point no 4,ii  | Regional Scanning Center  | Please specify the total no of Regional Scanning center where scanning will be done and if any other scanning location except RSC please mention.   | As per RFP  |

| S. No | RfP Reference             | Content of RFP requiring Clarification   | Clarification being sought by the bidder  | ITD Response  |
|-------|---------------------------|--|---|---|
| 73    | Vol-1/page 21/ sec 6.2.2  | Data collection and content management for ARMS/JRRS   | As IA need to Migrate electronic data (various format) from ITAT,HCs and SC to new proposed ARMS/JRRS repository, please specify the total volume of Data?  | Bidder to estimate based on information in RFP and their domain knowledge.  |
| 74    | Vol-1/page42/sec 9.2.1    | Users  | The total users for JRRS & ARMS are 12600 (12000+600) as stated in RFP. Please clarify all these users will be access document management system.   | As per RFP  |
| 75    | Vol-1/Page 43/ annexure 3 | Scanning specifications  | Since data digitization is a key requirement in this project so we recommend that system shall have document image quality analyzer for autocorrecting the scanned image without manual intervention.It should provide for automatic correction of parameters like format/compression not proper,skew,wrong orientation,error in automatic cropping,punchhole marks etc.during scanning. Please confirm | The RfP allows flexibility to the bidders to propose the best possible technical design within the project framework envisaged. |
| 76    | Vol I Pg 16 N/A           | Though the IA will be primarily responsible for maintaining the data, the system will also have the facility to add/ upload content by various officers of the department to the appeals and suitable workflows for the officers of the DGIT (L&R) and other judicial officers (CITs (J) and CITs (DR)) of the department to facilitate litigation management. | Brief description on workflow requirements will help in defining solution better. Request to provide the same indicating no. of levels of approval required, no. of people involved, flow of the process.   | The Annexure VII of the RfP Vol-I stands modified as given in exhibit "A" of this document                                      |

| S. No | RfP Reference     | Content of RFP requiring Clarification   | Clarification being sought by the bidder  | ITD Response  |
|-------|-------------------|--|---|---|
| 77    | Vol I Pg 22 d     | The IA shall also be responsible for importing data relating to the status of appeal (defect stage, admission stage, order reserved stage etc), the cause list, interim orders etc from the court systems/ <b>websites</b> . The IA will develop a robust MIS on the database for status tracking, reporting, creating online dashboards, generating alerts and for business analytics. Though the IA will be primarily responsible for maintaining the data, the system will also have the facility to add/ /upload content by various officers of the department and suitable workflows for the officers of the DGIT (L&R) and other judicial officers (CITs (J) and CITs (DR)) of the department to facilitate litigation management. | Please confirm whether the data(status of appeal, the cause list, interim orders etc) will be available in electronic format, whether the data will be structured/unstructured ?  | Please see response to similar other questions.   |
| 78    | Vol I Pg 97 B.4   | • Non- availability of even one of the services would amount to no <b>service</b> available for the purpose of this SLA.   | 1."Services" mean ARMS and JRRS System . Please confirm.<br>2. Availability of ARMS and JRRS System will be determined by availability of HomePages of respective systems. Please confirm   | Availability of NJRS system would be determined by availability of key services defined in consultation with ITD. Such key services would be required to be monitored by the monitoring system. |
| 79    | Vol III Pg 50 8.2 | 8.2 Implementation Agency shall not use or disclose the Project Data in any manner, for any purpose other than for providing the Services under this Agreement. However, if the Implementation Agency desires to use the Judgment Data for any purpose other than for the NJRS Project, it shall have to take prior requisite permissions  | Kindly clarify :<br>1. Who will own IPR for :<br>a. Legacy data judgment<br>b. Future data judgment<br><br>2. Please clarify whether Appeal data can also be used for purpose other than NJRS Project ?<br><br>3. As Judgments are available as public information, do we need to take permission from Courts/Tribunals ? | PI see response to similar other questions  |

| S. No | RfP Reference  | Content of RFP requiring Clarification  | Clarification being sought by the bidder                                       | ITD Response   |  |  |
|-------|----------------|---|--|--|--|--|
|       |                | from the respective courts/tribunals. Furthermore, such use, if any, shall be through separate servers.   |  |  |  |  |
| 80    | General        | General   | For Appeal process, Is below mentioned understanding correct ? Please confirm: |  |  |  |
|       |                | Part of Appeal  | Scanning required  | Digitising / OCR required  | Meta data and Summary required                         | While most of the metadata should be available in the statutory appeal forms if prescribed under the respective rules, however some of the metadata will have to be taken from other parts of the appeal documents. The extent of processing (eg whether OCR/ICR is required) may vary between appeals and also based on the strategy deployed by the IA.  |
|       |                | Covering Letter   | Yes  | No   | No   |  |
|       |                | Form of Appeal (e.g. Form 35)   | Yes  | Yes  | Yes (Including Statement of Fact and Ground of Appeal) |  |
|       |                | Annexures   | Yes  | No   | No   |  |
|       |                |   |  |  |  |  |
| 81    | Vol I Pg 23 f) | For the legacy judgments imported into JRRS as per requirement given at (e) above, the IA is expected to create headnotes (complete with a summary of the facts, summary of the decision(s) of the court on those facts, case references i.e cases reviewed, referred, distinguished, followed etc.) in all reported judgements that are available in other leading publications. In addition, the ITD may require creation of headnotes in about 500 legacy judgments at its option. | Please confirm if below mentioned understanding is correct:                    |  |  |  |
|       |                |   | Pre-Qual   | Go-Live  |  | As per the RfP provisions.<br>It is clarified that at the proposal stage the RfP requires the bidder to provide a complete extract of its commercially available Direct Tax Judicial database (the actual commercial CD or an extract to the extent technically possible). However, the IA may incorporate more cases which it may not have provided in the commercial version of the database<br><br>PI also see response to Q No 32. |
|       |                | Quantity  | -Any 50000 cases of SC / HC / AAR / ITAT                                       | -50000 cases as submitted at the time of bidding<br>-All cases from 2009 as specified in the document.<br>-500 cases chosen by ITD |  |  |
|       |                | Metadata  | -Party Name,<br>-Judges,<br>-Assessment Year<br>-In whose Favour               | -List specified in page 75 - 76 of Volume 1  |  |  |
|       |                | Keywords-Please clarify what is needed here as this is a part of headnotes and the search engines pulls key words out of the headnotes.   |  |  |  |  |

| S. No | RfP Reference | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response   |
|-------|---------------|---|--|--|
|       |               | <p>Headnotes: Sample Headnote of Commissioner of Income-tax v. Venkateswara Hatcheries (P.) Ltd Deduction - Manufacture or production - Business of hatchery - Income from poultry was outside the scope of total income by virtue of omitted s. 10(27), and s. 80JJ was consciously simultaneously re-enacted on omission of s. 10(27) specially for the benefit of those engaged in poultry business - If the omitted s. 10(27) and ss. 32A, 80J and 80JJ are read together it is evident that provision giving benefit to poultry business was kept separate and distinct from provisions giving incentives to industrial undertakings - Further, assessee engaged in hatchery business does not contribute to formation of chicks which is a natural and biological process - Assessee only helps this natural or biological process by application of mechanical methods - This, however, would not mean that assessee produces chicks and that chicks are 'articles or things'- Thus, assessee is neither an industrial undertaking nor it is engaged in producing articles or things and it is not entitled to investment allowance and deductions under ss. 80HH, 80HHA, 80-I and 80J</p> | <ul style="list-style-type: none"> <li>·Summary of the judgment (A sample headnote is attached.)</li> <li>·Statement of Fact and section / sub section affected is not required for pre – qualification.</li> <li>·Issues involved on these sections are not required for pre – qualification.</li> </ul>  | <ul style="list-style-type: none"> <li>·Clearly stating Statement of fact.</li> <li>·Summary of Judgment</li> <li>·Sections affected</li> <li>·Issues involved on these sections.</li> </ul> |
| 82    | General       | General   | To optimise the solution can IA implement NJRS using Shared Storage. Please confirm.   | No   |
| 83    | General       | General   | As per volumes mentioned in RFP , setting up dedicated RSCs in all 27 locations may have adverse impact on over all commercial , therefore it is proposed to setup permanent infrastructure in locations where the volume is high ( 4 to 5 cities ) and remaining RSCs IA person will visit RSC office and perform the necessary operations twice a week. Please confirm . | Permitted as long as the SLA's are met   |

| S. No | RfP Reference                       | Content of RFP requiring Clarification   | Clarification being sought by the bidder  | ITD Response  |
|-------|-------------------------------------|--|---|---|
| 84    | Vol I Pg 13 Table                   | Annual Volume of New Appeals (approx.)   | With estimation of "Annual Volume of New Appeals (approx.)" given as 50,389 (ITAT : 43917 + HC: 5720 + SC: 1202), howmuch is expected to be paper based and how much is expected to be electronic based ? This ratio of paper and electronic will be same for next 5 Years ?      | mostly paper based  |
| 85    | Vol I Pg 13 Table                   | Annual Volume of orders/judgments (approx.)  | With estimation of "Annual Volume of orders/judgments (approx.)" given as 42,325 (ITAT : 33752 + HC: 7543 + SC: 1030), howmuch is expected to be paper based and how much is expected to be electronic based ? This ratio of paper and electronic will be same for next 5 Years ? | Bidder to evaluate  |
| 86    | Vol I pg 53 Scanning Specifications | In case the <b>documents are not legible</b> , it will be the IA's responsibility to scan the records on high resolution i.e. 600 dpi or higher.   | Percentage of the pending appeals that can be assumed to be "not eligible" and will be required to scan at 600 dpi or higher will not exceed 10% of total pending appeals . Please confirm.   | The documents are likely to be as per the requirements of the courts.. However, the responsibility of proper scanning rests with the IA   |
| 87    | Vol II Pg 14 2.1.2                  | The volume of appeals and pages over the project life is expected to be about 2.2 lakh appeals and about 75 lakh pages.  | Kindly clarify how total volume of 2.2 lakh has been arrived viz-a-viz the other volume projections given in the RFP (Legacy, Annual Volume break-up).  | The data is only for assisting the bidders in preparing the responses. The actual volumes of appeals and pages can be different. Please also see responses to similar other queries |
| 88    | Vol I Pg 22 -                       | Enactments: All statutory enactments, notification circulars etc. related to Direct Taxes. The IA would be provided the soft copies by the Department. A standard operating procedure shall be laid down for this purpose. | Please provide number of documents and its size for "Instructions" over life of project.  | Please see response to similar other queries  |
| 89    | Vol I Pg 81 FR 9.11                 | Should provide a Knowledge bank/ library in which Media reports, books, publications could be uploaded & shared by ARMS users.   | Please provide estimated number of documents and its size for "Media reports, books, publications" over life of project.  | Bidder to estimate in consultation with content provider who are domain experts.  |
| 90    | General                             | General  | Please provide "1.how many METADATA based searches for Appeal in a day", "2.How many METADATA based searches for Judgment in a day", "3.Number of matches per search",  | Bidders may consult domain experts who are already in the business of providing legal databases.  |
| 91    | General                             | General  | Please provide:   | Please see response to query no 90  |

| S. No | RfP Reference | Content of RFP requiring Clarification   | Clarification being sought by the bidder   | ITD Response  |
|-------|---------------|--|--|---|
|       |               |  | How many full-text based searches will be made per day?<br>And number of matches per search  |   |
| 92    | General       | General  | Please provide:<br>How many documents will be viewed per day?  | Please see response to query no 90  |
| 93    | General       | General  | Regarding Workflow requirement:<br>1.How many workflows are anticipated over project life ?<br>2.How many process steps will be involved in each of the workflow ?<br>3.Per day how many workflows will be executed ?  | Please see the modified Annexure VII (Exhibit A of this document). Per day volume of number of workflows may be estimated by the bidders based on appeal data.  |
| 94    | General       | General  | Below is our understanding of list of users and how they will be using the NJRS System, please confirm.<br>* <b>Judicial Officers / CIT/CCIT :: Commissioner of Income Tax / Chief CIT/CIT (Appeals)/Assessing Officers</b><br>• access appeals and referenced documents,<br>• Update data<br>• put in comments<br><br>* <b>Public Tax Payers</b><br>• View Appeal Stats<br>• View Judgment Text | Please see the RfP provisions carefully   |
| 95    | General       | General  | What would be the per day volume of - "Online View of scanned documents" by users  | pl see response to query no 90  |
| 96    | Vol I Pg 21 b | At present the appeal documents are not available with the department in electronic format. However, these shall be shared in electronic format with the IA for the purpose of NJRS, as and when these are available in such format. | Which are these appeal documents ? Are these other than Pending Appeals given ? If so, please provide its volume.  | Pending appeals are not available in electronic format. If during the project period, the ITD or the courts implement e-filing of appeals or from ITBA, some of the appeal documents may be available in the electronic format. In such situations, appeals may be made available in electronic format. |
| 97    | Vol I Pg 24 g | "The IA shall be required to certify the accuracy of the database along with the Headnote and case summary being created for JRRS."  | Please elaborate on the requirement of certification.  | The quoted line is modified and is to be read as "The IA shall be responsible for the accuracy of the database along with the Headnote and case summary being created for JRRS"   |

| S. No | RfP Reference        | Content of RFP requiring Clarification  | Clarification being sought by the bidder  | ITD Response  |
|-------|----------------------|---|---|---|
| 98    | Vol I Pg 43 9.2.3    | The system should be designed to incorporate authentication of the user using Digital Signature Certificates (such as PKI with X.509 certificates) along with username / password.  | Will all ITD users be DSC based users ? Does SSO Solution of ITD provides DSC based authentication for all users ?  | DSC are not being used as of now. The design of the system should be such that inclusion of DSC at a later date should be possible. |
| 99    | Vol I Pg 25 f        | Integration with the departments systems will be on use case either at the application level based on query response parameters or at the database level through a staging area.  | Generally web service based integration suffices integration between system. Is there any specific need to host a separate database for staging environment ? | For ITD systems, vendor would need to integrate with webservices/flat files provided by ITBA or any other system of ITD             |
| 100   | Vol I Pg 33 e        | DR site must be invoked automatically when the production site fails to provide its services. The IA shall put systems and processes in place for continuous monitoring and uptime of the DC, DR and provide reports to the department to enable validation of the same. The RTO & RPO of 12 hrs and 4 hrs respectively are expected to be met. | Please elaborate on requirement - Automatic invocation of DR.   | The transition from DC to DR and vice versa should meet the specified RPO and RTO.  |
| 101   | Vol I Pg 35 6.2.14.1 | Be integrated with the application software component of portal software that measures performance of system against the following SLA parameters:  | Please elaborate.   | SLA measurement should be automated   |
| 102   | Vol I Pg 64 d        | d. Such change request shall have to be implemented by the IA after approval of the department for the additional cost, effort and implementation time. Such change requests, cumulatively, shall not be more than 20% of the total price quoted by the bidder in their Commercial Bid as per the Commercial bid format provided in Volume 2.   | Kindly explain how the cap of 20% will be applied .   | 20% of the total EQIs for the 20 quarters of the Project  |

| S. No | RfP Reference   | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response  |
|-------|---|---|--|---|
| 103   | Vol I Pg 36 b   | Routine Functional changes  | While there is a provision for change management which would be sperately charged activity, "routing functional changes" are not supposed to be charged. Request to clarify.<br>Request to elaborate of what would be considered as "routine functional changes" and what would be considered under change management" | As per general understanding for IT projects to be mutually discussed between IA and the department and approved by competent authority   |
| 104   |   | General   | " Approval of CDPC by ITD " What does this mean ? Under what all circumstances ITD can reject the site proposed by IA ?  | IA needs to demonstrate that the CDPC shall be able to meet the requirements of the project.<br>The approval of the CDPC shall not be ordinarily denied unless ITD is of the view that reasons exist that will be prejudicial to the interests of the project |
| 105   | General   | General   | " Approval for DC and DR Site " What does this mean ? Under what all circumstances ITD can reject the site proposed by IA ?  | as above  |
| 106   | General   | General   | Total RSC 27 locations + 4 CIT J + DGIT (L&R) + CBDT ?. No. of RSC expected is 27 or 33 or more ? Please confirm the exact numbers of RSCs.  | The number of RSCs is 28  |
| 107   | Vol III Pg 34 6.1   | (c) The OEM personnel will report directly to the Department on their work, observations and audit findings.  | How many OEM personnel ? What would be the scope ? What would be duration ?  | PI see response to Q No.60 in Part –II of this document   |
| 108   | Vol I Pg 45 9.8   | The IA shall setup and manage the infrastructure at the RSCand DGIT (L&R) office.   | Please clarify which Infrastructure is to be managed by IA at - "DGIT (L&R) office." ?   | Infrastructure set up for scanning documents in the office of DGIT(L&R)-  |
| 109   | Page no 21 RFP 1 Point b) Data collection and content managemement for ARMS | Importing data/documents: The department will assist the IA in getting approval from the ITAT, HCs & the SC for access to relevant appeals data/documents available in these courts for the NJRS project. It shall be the responsibility of the IA to build requisite interfaces and thereafter import the data/documents (in an on-line or | There might be possibility that delay in access relevant appeals from ITAT, HCs & the SC ... due to many reasons that should be taken care into SLA and IA should not be responsible for such delay.   | No change. The SLAs in this regard are reasonable   |

| S. No | RfP Reference            | Content of RFP requiring Clarification   | Clarification being sought by the bidder  | ITD Response   |
|-------|--------------------------|--|---|--|
|       |                          | off-line mode) for creation of the ARMS records  |   |  |
| 110   | Page NO 19.<br>RFP Vol 1 | Whenever the Direct Taxes Code, 2010 comes into effect there would be an additional appellate body called Authority for Advance Rulings and Dispute Resolution (AARD) for handling the appeals of Government/Government Undertaking (Public Sector Undertaking). The IA should design the system in such a manner that it would be able to configure/ add the additional processes in NJRS         | Please clarify what are the components that needs to be integrated with NJRS system. Will Configuration/addition of the additional systems be a part of the change request process and billed separately.   | Work required for implementation of additional system requirements would be a change request but the existing system design should be modular and loosely coupled to enable integration.   |
| 111   | Page NO 22.<br>RFP Vol 1 | 1. Incorporate all final orders/Judgements from 1/4/2009 for HC,SC and from 1/4/2012 for the ITAT<br>2. All reported orders/Judgements of ITAT,AAR, HCs and SC delivered by the courts before the "Go-Live" date which have been published in leading journals like -Income Tax Reporter (ITR), Current Tax Reporter (CTR), Tax Tribunal Judgement (TTJ), and Income Tax Tribunal Decisions (ITD). | As per our under standing only order/Judgements from 1/4/2009 for HC, SC till date and ITAT orders from 1/4/2012 till date are to be incorporated which have been published in leading journals like -Income Tax Reporter (ITR), Current Tax Reporter (CTR), Tax Tribunal Judgement (TTJ), and Income Tax Tribunal Decisions (ITD). <b>Not all the Orders/Judgements.</b> Please clarify if our understanding is correct. | The set of judgements mentioned in bullet one under the heading "legacy orders/judgments" on page 22 Vol I of the RfP includes all final judgments/orders from the specified dates, i.e reported as well as unreported judgements, from 1/4/2009 for HC,SC and from 1/4/2012 for the ITAT. Bullet 2 lists the requirement of all reported judgements/orders as are available in the identified journals (there is no cutoff date for these judgments/orders).<br>In addition, as per the third bullet under this head, the judgements which are available in the proprietary database of the bidder submitted with its technical proposal, are also to be incorporated in NJRS.<br><br>The sets of judgments/orders required under bullet 2 & 3 are in addition to the requirement of the set of judgments/orders specified at bullet 1. |

| S. No | RfP Reference   | Content of RFP requiring Clarification   | Clarification being sought by the bidder   | ITD Response  |
|-------|---|--|--|---|
| 112   | RFP Vol 1   | All the Orders/Judgements which have been published in leading journals like -Income Tax Reporter (ITR), Current Tax Reporter (CTR), Tax Tribunal Judgement (TTJ), and Income Tax Tribunal Decisions (ITD).  | Please clarify that the department has any list for published Orders/Judgement, Can department provide estimated numbers of the published Orders/Judgements which need to be Incorporated.   | the domain experts should be aware of the approximate numbers of such orders/decisions  |
| 113   | Page no 24<br>RFP Vol 1<br>,6.2.3<br>Integration with the ITD Systems | Integration with the ITD Systems<br>At present there are multiple IT systems running in the Department such as PAN, ITD Application, e-filing. In future, most of the departmental workflows will be through a new system being setup – the Income Tax Business Application (ITBA). All systems are on SOA compliant industry standard architectures using industry standard databases. Integration with the departments systems will be on use case either at the application level based on query response parameters or at the database level through a staging area.<br>The IA shall be responsible for facilitating integration with existing and new ITD systems in the following ways:<br>a. The ITD system's search engine should be able to search through the JRRS database.<br>b. Provision necessary connectivity and infrastructure to facilitate such integration.<br>c. Provision for use of the authentication mechanism of the ITD systems to provide a single sign on facility to users of such systems. | a) Please specify what interfaces to be made available to ITD system for search engine to search JRRS data base. What will be the security requirements?<br>b) Please specify what type and size of connectivity/Bandwidth is required for integration. Will the Cost of this connectivity be borne by IA.<br>c) Following details are required for to provide authentication mechanism<br>I) Please provide details of the security standards have been implemented in ITD,<br>ii) What Authentication System does it follow. | a) ITD system should be able to search the document repository of NJRS. Additionally, parameter based search on structured data may be required, which would be defined during the requirements analysis phase of the project.<br>B) Internet based access to ITBA system would be provided by IA. However, leased line/dedicated connectivity for integration with ITBA, if needed, would be provided by the ITD.<br>c) ITD system would follow directory based authentication and single sign-on, using Oracle technologies |

| S. No | RfP Reference      | Content of RFP requiring Clarification   | Clarification being sought by the bidder   | ITD Response   |
|-------|--------------------|--|--|--|
| 114   | RFP Vol 1, page 12 | Number of cases are pending at different stages ITAT, HC & SC.   | Please provide Approximate number of pending Direct Tax cases/appeals from 1/4/13 and till date.   | Data till 1/4/2013 has been provided. No further details can be provided at this stage.  |
| 115   | page 15            | This repository is proposed to be created by the integration of the relevant data from the IT systems already established at ITAT, High Courts and Supreme Court and the IT applications running in the Income Tax Department. | Please specify what interfaces will be made available by these systems for transferring data and digital documents to NJRS.<br><br>What will be the security requirements? | For the court systems, the information/data would be available in an offline mode on physical media or through electronic file transfer from these systems. Data available in public domain can also be picked up from the court websites. At a later date simple interfaces like web service may be available from the court systems. For ITD systems integration, please see response to similar queries |
| 116   | RFP Vol 1, page 12 | A number of cases remain pending at any point of time on direct tax matters in various courts. A rough estimate of the pending cases is given below:   | On an average how many pages can be assumed for each case which will be scanned?   | Please see response to similar other queries   |
| 117   | RFP Vol 1 page 16  | Some of the scanned documents will need to be digitized as well to enable text search and other such operations required to achieve the objectives of the project.   | Can we assume that all contents (documents, head notes, gist, summary notes, metadata etc), whether for ARMS or JRRS, will be in English language only?                    | Mostly in English. However, extraction of text from a document in any other language is not anticipated.   |
| 118   | RFP Vol 1 page 21  | It shall be the responsibility of the IA to build suitable electronic and non-electronic interfaces and thereafter query and obtain the data/documents from the ITD systems for creation of the ARMS records.                  | Please clarify what is "non-electronic interfaces..."  | eg. processes required to obtain hard copies of the documents and exchange of data   |

| S. No | RfP Reference                | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response  |
|-------|------------------------------|---|--|---|
| 119   | RfP Vol 1 page 25            | with the departments systems will be on use case either at the application level based on query response parameters or at the database level through a staging area.                      | Besides PAN details, which would be fetched from ITD via web services, what could be other data, and its volume, that would require database level integration through this staging area?<br><br>What will be the RDBMS for this staging database? | PAN details are required primarily to identify the ITD officers having jurisdiction over a particular appeal. In addition, details such as the returned income, assessed income and tax demand outstanding in a particular appeal may also be required. It should be possible to query and fetch Appeal related documents such as the assessment order, CIT(A)'s order etc from ITBA (as and when available in ITBA). It should also be possible for ITD officers to upload these documents using the web interface of NJRS. Oracle database will be used by the ITBA system. |
| 120   | RfP Vol 1 page 26, point # g | Update the appeal status based on interim orders, cause list etc fetched from the court websites/systems  | If this has to be automated, we assume that there are suitable interfaces (e.g. web services) which are exposed by these systems of ITAT, HC, SC. Please confirm.  | Department would facilitate in getting approvals for sharing of data from the court systems to the extent feasible. The IA is required to fetch this data periodically from the court systems in case webservices (automation) is not feasible. Moreover, the appeal status is also likely to be available in public domain from the court websites.  |
| 121   | RfP Vol 1 page 43            | However, NJRS should be designed such that integration with TAXNET could be easily done.  | Please provide details of requirements for integration with TAXNET   | TAXNET is a project to provide network connectivity to connect ITD systems. Since NJRS is internet based, it is unlikely to be integrated with the TAXNET in the near term. But NJRS should follow best practices of configurable and modular design to make integration feasible with other systems and processes.   |
| 122   | RfP Vol 1 page 43            | Users of existing ITD systems would be able to access the NJRS application without the need to enter login password again as per the privileges assigned to the user in NJRS application. | Please provide details of how security has been implemented in ITD system and what open security standards does it follow.   | ITD system would follow directory based authentication and single sign-on, using Oracle technologies  |

| S. No | RfP Reference                       | Content of RFP requiring Clarification  | Clarification being sought by the bidder  | ITD Response  |
|-------|-------------------------------------|---|---|---|
| 123   | RFP Vol 1 page 43                   | Existing e-filing system users/taxpayers would be able to view their appeal status/data from NJRS with this single sign on facility.  | Please provide details of how security has been implemented in the e-filing system and what open security standards does it follow.   | please see response to query 122. It is clarified that the taxpayers would not use the single sign on facility to access NJRS. The NJRS system should expose a webservice to share the appeal status with the e-filing system for taxpayers. Also taxpayers can view their appeal status directly on NJRS system. |
| 124   | RFP Vol 1 page 42                   | The departmental users have been further categorized based on the two broad components of NJRS i.e. JRRS & ARMS, the details of which are given below:  | How many total users will use the CMS<br>How many Scan stations do we need to consider<br>How many users will scan and index the documents.<br>How many users will use the Workflow System.<br>How many users will use the WCMS   | As per RFP. Please see 9.2 and annexure I of Vol I of the RfP.  |
| 125   | RFP Vol 1 Page 44, section 9.6      | NJRS Search Engine  | What are the data sources which need to be searched by the search engine  | The entire NJRS repository  |
| 126   | RFP Vol 1 page 45                   | Monitoring services would also include monitoring and management of the development deliverables during the implementation phase pre go-live ...  | Please elaborate this requirement. What is implied by "development deliverables" which are expected to be monitored in pre Go-Live phase by the monitoring solution?  | eg. SRS, training plan  |
| 127   | RFP Vol 1 page 35, section 6.2.14.1 | Transaction handling capacity of application server in terms of number of concurrent connects   | Transaction handling capacity determination is done through benchmarking tools and not through SLA monitoring tools. We request that the expectation be clarified.  | While measuring SLA compliance to response time, it needs to be ensured that the response time is as per SLA for the defined number of concurrent connects.   |
| 128   | RFP Vol 1 page 35, 6.2.14.1         | a. Be integrated with the application software component of portal software that measures performance of system against the following SLA parameters:<br>· Response times of Portal<br>· Transaction handling capacity of application server in terms of number of concurrent connects<br>· Uptime of data center<br>· Meantime for restoration of Data Centre etc. | Except for response time of portal, there are no SLA metrics defined in table 3 on page 95. Please clarify how the following will be monitored:<br>· Transaction handling capacity of application server in terms of number of concurrent connects<br>· Uptime of data center<br>· Meantime for restoration of Data Centre etc. | Indirectly through availability of portal. and through RPO and RTO measurement by the system.   |

| S. No | RfP Reference                   | Content of RFP requiring Clarification   | Clarification being sought by the bidder  | ITD Response   |
|-------|---------------------------------|--|---|--|
| 129   | RFP Vol 1 page 35, 6.2.14.1     | a. Be integrated with the application software component of portal software that measures performance of system against the following SLA parameters: <ul style="list-style-type: none"> <li>· Response times of Portal</li> <li>· Transaction handling capacity of application server in terms of number of concurrent connects</li> <li>· Uptime of data center</li> <li>· Meantime for restoration of Data Centre etc.</li> </ul> | Transaction handling capacity of application server in terms of number of concurrent connects is a benchmark parameter from load testing, and not a SLA. Please clarify how will this be monitored since SLA monitoring system cannot monitor this parameter. | repeated question  |
| 130   | RFP Vol 1 Page 52               | CMS should capture documents converting to electronic form in a consistent structure and may include tagging for example a unique ID for each case file (appeals, Judgement etc.). CMS should be able to capture and process documents that are scanned and should support OCR/HCR/ICR processing.   | What percentage of docs need to be data extracted and how many docs need to be scanned per day  | Bidder to estimate based on requirements and data given in RFP. For example, one of the requirements is that the system should be able to throw up cases involving similar issues. This requirement can perhaps be met by analysis on some portion of the appeal documents such as the grounds of appeal. However, the IA can propose a solution to best meet the requirements within the overall framework proposed in the RfP. |
| 131   | RFP Vol 1 Page 57               | The CMS should allow converting content to display on the World Wide Web.  | All the document content needs to be converted to browser compliant rendering format (HTML)?  | As per requirements of RFP   |
| 132   | RFP Vol 1Section 9.2.1/ Page 42 | Users : Tax payers will be given a read only access to limited data relating to their own cases such as the appeal status and plain text of the judgment/order.  | What is the tentative concurrent user load of tax-payers which the system should be able support?   | Bidder to estimate   |
| 133   | RFP Vol 1Page 70                | Annexure VII: Indicative To-Be Process Workflows   | How many Workflow transactions we need to assume per day  | To be estimated by bidder as per RFP requirements - parameters like appeal institution and disposal rate, number of ARMS users.  |

| S. No | RfP Reference  | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response  |
|-------|--|---|--|---|
| 134   | Page Number 77, RFP Vol 1. point 9.1 Functional Requirements Specifications for NJRS FR3 | Should provide 'password renewal, expiry, security and authentication as required. It should support Single-Sign-On-authenticated users of ITBA/existing ITD system should be able to use the NJRS system without having to again submit their username and password                              | The existing vendor of ITD Systems would enable interfaces required for integration with the proposed NJRS system to meet the functional requirement of the proposed RFP. Moreover any changes/updated required in the existing ITD system shall be carried out by the existing vendor to meet the functional requirement of the proposed NJRS system. Kindly confirm. | Changes in ITD system would be carried out by the vendor of that system for meeting the functional requirements of the NJRS system. |
| 135   | Page no 33. 6.2.10.3 Business Continuity Management                                      | DR site must be invoked automatically when the production site fails to provide its services. The IA shall put systems and processes in place for continuous monitoring and uptime of the DC, DR and provide reports to the department to enable validation of the same                           | Please change this to "In case of a disaster or major failure at data center DR shall be invoked within 30 mins."  | In case of a disaster or major failure at data center DR shall be invoked to meet the defined RPO and RTO.                          |
| 136   | Page Number 43 rfp Vol point 9.2.3 Access Channels                                       | The system should be designed to incorporate authentication of the user using Digital Signature Certificates (such as PKI with X.509 certificates) along with username / password   | Please clarify The department will be providing required Digital signature Certificates.   | yes as and when required  |
| 137   | Page No 24 RFP Vol 1 point no. g) Data quality assurance :                               | The IA shall be responsible for ensuring data quality requirements as stated in the SLA. In general the IA shall be responsible for ensuring clarity in scanning so that the scanned documents are free of scanning errors like specks, black bands/dots, disorientation, edge folds, smudges etc | Please share a sample document to adjudge the document quality   | document can be seen at ITD   |

| S. No | RfP Reference   | Content of RFP requiring Clarification   | Clarification being sought by the bidder   | ITD Response  |
|-------|---|--|--|---|
| 138   | Page No 18 RFP Vol1 point no. 2 The Scope of work for the IA includes | Data Import, Digitization and Migration: Procuring, Scanning, uploading, data digitization, processing (Metadata, Head notes, Summary etc.) and content management of the Appeals and Judgement data/documents for NJRS        | Data which is already digitized is in which format and its reusability.  | Data from registries of ITAT system (some metadata for appeals) would be available in electronic format. The ITD will facilitate sharing of registry data from ITAT. As of now all the appeal documents are in hard copy format. During the course of the project with increased computerization of court systems, appeal documents may be available in electronic format. Judgements data is to be procured by the IA as is currently being done by the content providers. |
| 139   | Volume 1, page 12   | A number of cases remain pending at any point of time on direct tax matters in various courts. A rough estimate of the pending cases is given below:   | On an average how many pages can be assumed for each case which will be scanned?   | Repeated Question.  |
| 140   | page 15   | This repository is proposed to be created by the integration of the relevant data from the IT systems already established at ITAT, High Courts and Supreme Court and the IT applications running in the Income Tax Department. | Please specify what interfaces will be made available by these systems for transferring data and digital documents to NJRS.<br><br>What will be the security requirements? | Repeated Question.  |
| 141   | page 16   | Some of the scanned documents will need to be digitized as well to enable text search and other such operations required to achieve the objectives of the project. The   | Can we assume that all contents (documents, head notes, gist, summary notes, metadata etc), whether for ARMS or JRRS, will be in English language only?                    | Repeated Question.  |
| 142   | page 21   | It shall be the responsibility of the IA to build suitable electronic and non-electronic interfaces and thereafter query and obtain the data/documents from the ITD systems for creation of the ARMS records.                  | Please clarify "...non-electronic interfaces..."   | Repeated Question.  |

| S. No | RfP Reference        | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response       |
|-------|----------------------|---|--|--------------------|
| 143   | page 25              | with the departments systems will be on use case either at the application level based on query response parameters or at the database level through a staging area.                      | Besides PAN details, which would be fetched from ITD via web services, what could be other data, and its volume, that would require database level integration through this staging area?<br><br>What will be the RDBMS for this staging database? | Repeated Question. |
| 144   | page 26, point # g   | Update the appeal status based on interim orders, cause list etc fetched from the court websites/systems  | If this has to be automated, we assume that there are suitable interfaces (e.g. webservices) which are exposed by these systems of ITAT, HC, SC. Please confirm.   | Repeated Question. |
| 145   | page 43              | However, NJRS should be designed such that integration with TAXNET could be easily done.  | Please provide details of requirements for integration with TAXNET   | Repeated Question. |
| 146   | page 43              | Users of existing ITD systems would be able to access the NJRS application without the need to enter login password again as per the privileges assigned to the user in NJRS application. | Please provide details of how security has been implemented in ITD system and what open security standards does it follow.   | Repeated Question. |
| 147   | page 43              | Existing e-filing system users/taxpayers would be able to view their appeal status/data from NJRS with this single sign on facility.  | Please provide details of how security has been implemented in the e-filing system and what open security standards does it follow.  | Repeated Question. |
| 148   | page 42              | The departmental users have been further categorized based on the two broad components of NJRS i.e. JRRS & ARMS, the details of which are given below:                                    | How many total users will use the CMS<br>How many Scan stations do we need to consider<br>How many users will scan and index the documents.<br>How many users will use the Workflow System.<br>How many users will use the WCMS                    | Repeated Question. |
| 149   | Page 44, section 9.6 | NJRS Search Engine  | What are the data sources which need to be searched by the search engine   | Repeated Question. |
| 150   | page 45              | Monitoring services would also include monitoring and management of the development deliverables during the implementation phase pre go-live ...  | Please elaborate this requirement. What is implied by "development deliverables" which are expected to be monitored in pre Go-Live phase by the monitoring solution?   | Repeated Question. |
| 151   | page 35, section     | Transaction handling capacity of application server in terms of   | Transaction handling capacity determination is done through benchmarking tools and not through SLA monitoring tools.   | Repeated Question. |

| S. No | RfP Reference     | Content of RFP requiring Clarification   | Clarification being sought by the bidder   | ITD Response       |
|-------|-------------------|--|--|--------------------|
|       | 6.2.14.1          | number of concurrent connects  | We request that the expectation be clarified.  |                    |
| 152   | page 35, 6.2.14.1 | a. Be integrated with the application software component of portal software that measures performance of system against the following SLA parameters: <ul style="list-style-type: none"> <li>· Response times of Portal</li> <li>· Transaction handling capacity of application server in terms of number of concurrent connects</li> <li>· Uptime of data center</li> <li>· Meantime for restoration of Data Centre etc.</li> </ul> | Except for response time of portal, there are no SLA metrics defined in table 3 on page 95. Please clarify how the following will be monitored: <ul style="list-style-type: none"> <li>· Transaction handling capacity of application server in terms of number of concurrent connects</li> <li>· Uptime of data center</li> <li>· Meantime for restoration of Data Centre etc.</li> </ul> | Repeated Question. |
| 153   | page 35, 6.2.14.1 | a. Be integrated with the application software component of portal software that measures performance of system against the following SLA parameters: <ul style="list-style-type: none"> <li>· Response times of Portal</li> <li>· Transaction handling capacity of application server in terms of number of concurrent connects</li> <li>· Uptime of data center</li> <li>· Meantime for restoration of Data Centre etc.</li> </ul> | Transaction handling capacity of application server in terms of number of concurrent connects is a benchmark parameter from load testing, and not a SLA. Please clarify how will this be monitored since SLA monitoring system cannot monitor this parameter.  | Repeated Question. |
| 154   | page 55           | The CMS shall allow for large number users to work on the system (for data input). The CMS shall be a centralized software system accessible over LAN or WAN   | How many users do we need to consider for CMS  | Repeated Question. |
| 155   | Page 52           | CMS should capture documents converting to electronic form in a consistent structure and may include tagging for example a unique ID for each case file (appeals, judgment etc.). CMS should be able to capture and process documents that are scanned and should support  | What percentage of docs need to be data extracted and how many docs need to be scanned per day   | Repeated Question. |

| S. No | RfP Reference                                    | Content of RFP requiring Clarification   | Clarification being sought by the bidder  | ITD Response  |
|-------|--|--|---|---|
|       |  | OCR/HCR/ICR processing.  |   |   |
| 156   | Vol I / Page 57                                  | The CMS should allow converting content to display on the World Wide Web.  | All the document content needs to be converted to browser compliant rendering format (HTML)?  | Repeated Question.  |
| 157   | Vol I / Section 9.2.1/ Page 57                   | JRRS Users   | What is the tentative concurrent user load of tax-payers which the system should be able support?   | Repeated Question.  |
| 158   | Pag 70   | Annexure VII: Indicative To-Be Process Workflows   | How many users will use the Workflow System   | Repeated Question.  |
| 159   | Pag 70   | Annexure VII: Indicative To-Be Process Workflows   | How many Workflow transactions we need to assume per day  | Repeated Question.  |
| 160   | Page 101   | SLAs would be monitored using an SLA measurement / monitoring system. The cost of the system would be borne by the IA as part of the overall solution. | It is our understanding that SLA measurement / monitoring system can be implemented as a custom developed application which can furnish reports and calculate penalties based on the data queried from the monitoring systems. Please confirm that this understanding is correct. | Yes   |
| 161   | RFP Vol-I Server Specifications for CDPC Page 66 | Processor: Intel Xeon Quad Core X3430 Processor (2.4GHz, 8 MB L3 Cache, 2.5GTps 1066 MHz FSB or equivalent or Higher                                   | We request to change it to E5-2600 v2 Generation CPU (Minimum Quad Core 2.0 GHz or higher) as Intel X3430 is a three generation old CPU (Launched in 2009) . Also as hardware sizing is dependent upon the application, hence specifying particular CPU is not recommended.       | Requirements are indicative. Bidder to provide hardware so as to meet the RFP and SLA requirements. The processor has to be equivalent or higher. |
| 162   | RFP Vol-I Server Specifications for CDPC Page 66 | Chipset: Intel 3400 Chipset or equivalent or Higher  | We request you to update it to Intel C602 or better. Intel 3400 is a very old Chipset.  | Intel C602 or better.   |
| 163   | RFP Vol-I Server Specifications for CDPC Page 66 | Cache Memory: 8 MB L3 Cache  | We request to modify the clause to Minimum 8 MB or Higher L3 Cache as Specifying a fix amount of cache will lead to particular CPU.   | Cache Memory: 8 MB L3 Cache or higher   |
| 164   | RFP Vol-I Server Specifications for              | Memory: 4 GB DDR3 , Supporting upto 8 GB of Unbuffered DDR3 1066MHz ECC RAM  | As per latest Intel generation CPU, 4 GB is very less memory hence we recommend minimum 8 GB or higher per server. Hence we request you to modify it to Minimum 8 GB DDR3, Supporting upto 384 GB of Unbuffered DDR3 1066   | Minimum 8 GB DDR3, Supporting upto 384 GB of Unbuffered DDR3 1066 MHz or Higher ECC RAM   |

| S. No | RfP Reference  | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response   |
|-------|--|---|--|--|
|       | CDPC Page 66   |   | MHz or Higer ECC RAM   |  |
| 165   | RFP Vol-I Server Specifications for CDPC Page 66         | Hard Disk:500 GB SATA HDD   | It is always recommended to use SAS HDD at 10000 RPM in servers. Hence request to kindly modify it to Minimum 2 * 600 GB SAS 10K RPM HDD   | Hard Disk:500 GB SATA HDD or higher specification  |
| 166   | RFP Volume-II/Section 5.2 (Table 5 – Row 2)/ Page No. 30 | The bidder (all members put together in the case of a consortium) should have a minimum annual turnover of INR 100 Crores (Rupees Hundred Crores), in each of the last three financial years (i.e. 2009-2010, 2010-2011& 2011-2012). Out of the above total turnover, at least INR 50 Crores should be from IT services and system integration services in each financial year. | We understand that the combined annual turnovers of all the firms in a consortium (not the turnovers of the lead member) be more than INR 100 Crores, in each of the last three financial years (i.e. 2009-10, 2010-11& 2011-12). <b>Kindly confirm.</b> | yes it is turnover of all firms combined of the consortia partners for the last three financial years i.e. 2010-11,2011-12,2012-13 |
| 167   | RFP Volume-II/Section 5.2 (Table 5 – Row 4)/ Page No. 31 | The Bidder (any member in case of consortium) should be currently owning & maintaining a digital database of at least 50,000 Direct Tax Judicial decisions of ITAT, AAR, HC and SC. [The database should contain the complete text of the decisions with metadata, keywords, head notes, cross referencing and must be searchable on various parameters.]                       | As very few firms have the required database, <b>we request you to kindly relax this criterion.</b>  | No change  |
| 168   | Page-17, Vol-I   | ENVISIONED NJRS Judicial officers,CIT/CCITCIT(Appeals),Assessing Officers,Public (Tax Payers  | Whether Legacy Copy righted Head Notes which will be brought by the IA for NJRS will also be opened for Tax Payers(Public) freely.   | No. Please also see response to similar other questions  |

| S. No | RfP Reference     | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response   |
|-------|-------------------|---|--|--|
| 169   | Page-18, Vol-I    | <b>. Procure and Deploy requisite manpower to carry out the activities for operating and maintaining the NJRS and for delivering the services envisaged in this RFP. Manpower specifications are given in Annexure V of Vol II of the RFP.</b>  | Mentioned Annexure –V-Vol-II is different in context   | May be read as Annexure VI of Vol II   |
| 170   | Page-24, Vol-I    | <b>Data Quality Assurance :</b> The IA shall be responsible for ensuring data quality requirements as stated in the SLA. In general the IA shall be responsible for ensuring clarity in scanning so that the scanned documents are free of scanning errors like specks, black bands/dots, disorientation, edge folds, smudges etc. The IA shall be responsible for error correction if any in the scanned documents. IA shall be responsible for maintaining 100% accuracy in the digitization of documents and in the extraction of data from the documents. The IA will ensure 100% accuracy in indexing, linking and meta-data creation for the documents being scanned----- | Whether to ensure best quality for proof reading/Head Notes Creation of documents/cases i.e. 1st Level >>> 11nd Level and then Sense reading/Glance by experienced proof readers and Professional Editors like LLB/CA/CS/CWA can be deployed for the purposes of ensuring Data Quality in Digitization/Head Notes. | The bidder is free to propose a solution which best meets the requirements keeping in view the overall framework proposed in the RfP. The technical evaluation criteria provide appropriate weightage to such aspects.   |
| 171   | Page-74-76, Vol-I | <b>Meta-Data Format</b>   | Whether mentioned Meta data is required for all legacy (reported or Unreported) or only future Orders/Judgements   | For judgments imported from the proprietary database of the bidder and submitted with the proposal, the entire metadata may not be essential. For other judgements required for NJRS, the mentioned metadata in volume I of RFP (page 74-76) is to be created in consultation with the ITD |

| S. No | RfP Reference     | Content of RFP requiring Clarification  | Clarification being sought by the bidder  | ITD Response  |
|-------|-------------------|---|---|---|
| 172   | Page-96, Vol-I    | <b>Timeliness of Headnotes Creation-</b> Time taken for Creation of Headnotes & Catch words for judgments and making the same available in NJRS from the date of the judgment being uploaded in NJRS without Headnotes/catch words.                     | The SLA period for Head Note creation should be counted from the date of flagging of case and not from the date of uploading of judgment  | There will be a Standard Operating Procedure (SOP) to identify cases for Headnote creation. For such judgements which are identified by SOP, period would be from date of uploading of judgement but for cases which are flagged, it would be from date of flagging |
| 173   | Page-14, Vol-II   | For appeal documents made available in the electronic format, the per page scanning cost of Rs 0.8 per page of the appeal document would not be paid to the IA. <b>Only the per appeal processing cost of Rs150 per appeal would be paid to the IA.</b> | Please Elaborate.   | As per RFP section 6.2.2, Vol I   |
| 174   | Vol. II, Page 15, | The payment for appeals and pages scanned and processed before the Go-Live will be made along with the first EQI payment after Go-Live.   | Our understanding is that the fixed rate of Rs. 150 per appeal plus Rs 0.80 per page is applicable for appeals pending on Go-live date as well as appeals filed after go-live date. Please confirm. | Yes. But the first payment for appeal processing will be made along with the first EQI of the NJRS project and subsequently every quarter   |
| 175   | Page-20, Vol-II   | <b>4.8- Consortium</b>  | Whether In case of Consortium Bid- Pre Qual & Tech Prop of Prime Bidder and Consortium can be submitted separately  | NO  |

| S. No | RfP Reference    | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response   |
|-------|------------------|---|--|--|
| 176   | Page-22, Vol-II  | Source Code and Intellectual Property Rights The source codes & intellectual property rights of all the software and data developed/ scanned/ entered/ migrated under this project shall be the exclusive property of Department. Bidders should submit a declaration to this affect. | Whether the intention of Para 4.11.2 Vol-II. is as under :<br><br>(a) The department does not desire the vendor to transfer the copyright or any part or thereof of the Legacy orders/ Judgements-All reported orders/judgments , i.e., the copyright in the contents shall remain with the vendor only<br><br>(b) However, the department shall have the right to use the material for Departmental & NJRS use only<br>(c) Copy Right in Licensed content shall always remain With Vendor and it shall be mentioned prominently v.z, (c) copyright with.....<br>(d) Licensed content shall never be used for purposes of general public ,or, for purposes other than Departmental purposes<br>(e) Licensed Content shall never be used by any one other than the Vendor for commercial purposes for a consideration or for no consideration | Please see response to similar other questions   |
| 177   | Volume 1         | Legacy Judgments  | Please clarify the percentage of legacy judgments that require head notes creation   | As per RFP section 6.2.2, Vol I  |
| 178   | Volume 1 page 30 | Number of help desk agents and Judicial research assistants   | Please clarify the exact number of help desk agents & Judicial research assistants required for the entire duration of the contract or the metrics related to the work volume to arrive at the agents required   | 4 of each for the first 6 months and later can be decreased or increased so as to meet the SLA requirements. |
| 179   | Volume 1         | Legacy appeals and Judgments  | Please clarify the Quantity of legacy appeals and judgments required to be in place for Go Live  | As per Go-Live criteria of Volume I  |
| 180   | Volume 1 page 18 | Procure and Deploy requisite manpower to carry out the activities for operating and maintaining the NJRS and for delivering the services envisaged in this RFP. Manpower specifications are given in Annexure V of Vol II of the RFP  | The Annexure V of Vol II is missing. Request you to provide the same.  | May be read as Annexure VI of Vol II   |
| 181   | Volume 1         | Legacy Judgments  | a) Who will be responsible for providing the ongoing and legacy judgments- b) Will it be in the electronic format and in what manner it will be handed over?   | IA will be responsible. Also see responses to similar other queries  |

| S. No | RfP Reference                               | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response  |
|-------|---|---|--|---|
| 182   | Volume 2, page 14                           | Payment Terms   | Please clarify the rationale for the rates fixed for appeals and applications  | based on market study and other detailed analysis and consultations |
| 183   | Volume 2, page 14                           | Payment Terms   | As the number of judgments during the contract period also variable, request you to consider the variable payments for judgments | no change   |
| 184   | Vol1; 6.2.2/Page – 21 to 24 ( sections a-f) | General   | Approximate volume of appeals that need to be scanned year wise  | Please see volume I and annexure in volume I                        |
| 185   | Vol1; 6.2.2/Page – 21 to 24 ( sections a-f) | General   | Average number of pages per appeal   | Please see response to similar other queries                        |
| 186   | Vol1; 6.2.2/Page – 21 to 24 ( sections a-f) | General   | Approximate volume of orders or judgements to be scanned year wise   | The bidders may consult domain experts to assess these numbers.     |
| 187   | Vol1; 6.2.2/Page – 21 to 24 ( sections a-f) | General   | Average number of pages per order/judgement  | The bidders may consult domain experts to assess these numbers.     |
| 188   | Vol1; 6.2.2/Page – 21 to 24 ( sections a-f) | General   | Would the appeals/orders be stapled or binded as a single set? If yes, would they need to be filed back the same manner?         | Please see responses to similar other queries                       |
| 189   | Annexure 8 – Pages 76                       | Headnote and case summary requirement for judgments/orders has been detailed separately in this volume of the RfP | We are unable to find these details in the RFP. Could you please clarify   | Please see section 6.2.2 of Vol I                                   |
| 190   |   | Request for Bid submission date extension   | Request that Bidders be given time until 30 <sup>th</sup> Nov 13for submission.  | Please see responses to similar other queries                       |

| S. No | RfP Reference                  | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response  |
|-------|--------------------------------|---|--|---|
| 191   | No of Consortium Partners      |   | PI clarify if Bidder can sub contract certain works Ex. Infrastructure/ Operations support with the permission of the Department and provided as part of Bid response.   | Please see article 6.4 of Vol III   |
| 192   | Consortium Partner             | Consortium Partner to have ownership and currently maintaining database of 50000 Direct tax related 'Appeals/Judgments' | Request that this database be sourced and provided to the Project implementer. Implementation agency can take up cleaning, tagging and uploading work as required for final usage.   | No change   |
| 193   | DC and Backup Systems location | RFP has not specified specific location and instead asked Bidders to decide and convey                                  | Are there any location preferences? Kindly clarify.  | No change   |
| 194   | Additional clarifications      | To be submitted by 23rd Oct 13  | Request that additional queries sent before the bid meeting be considered for response.  | The queries given in pre bid meeting till 24th Oct have also been considered  |
| 195   | Database server                | Should support Open Standards and should be interoperable with heterogeneous platforms such as MS Windows, UNIX, LINUX  | Should support Open Standards and should be interoperable with heterogeneous platforms such as MS Windows, LINUX because Many Unix platforms don't support Open Architecture Standards   | No change   |
| 196   | Application Server             | Should be design to be in high-availability mode with no single point of failure.                                       | Please clear if the solution design don't have NSPOF or hardware design should have NSPOF.   | Bidders to evaluate   |
| 197   | Application Server             | Should support broad cross-platforms - Windows/ Linux, AIX, Solaris, HPUX, Unix   | Should support broad cross-platforms - Windows/ Linux or x86 based Unix OS because Server which supports AIX & HP-UX don't support the Windows and vice-versa hence please change it accordingly   | Should support broad cross-platforms - Windows/ Linux or x86 based Unix OS  |
| 198   | Ports                          | 1 Serial port, 5 USB Ports (3x Rear & 2 Front)  | 1 Serial port, 5 USB Ports (2x Rear & 2 Front & 1 Internal) because Only for Rack Servers  | 1 Serial port, 5 USB Ports (3x Rear & 2 Front) or 1 Serial port, 5 USB Ports (2x Rear & 2 Front & 1 Internal)   |
| 199   | Keyboard                       | PS/2 107 Key Mechanical Keyboard  | PS/2 107/USB Key Keyboard because Server don't comes with PS/2 ports   | PS/2 107/USB Key Keyboard   |
| 200   | RFP Page 85, Vol1              | 9.1 General Specifications or Non Functional Specifications<br><br>Monitoring and Management Requirements               | Please confirm if NMS/EMS solution would need to be deployed for both DC/DR so that in event of failure at DC, NMS/EMS at DR shall take over for infrastructure monitoring. Will you accept free-wares to be positioned by various SI's against the EMS requirement in this section? | As per RFP. EMS solution should be industry standard or reputed solution ( could be Open Source also) with OEM/vendor support. EMS/NMS is not required at the DR. |

| S. No | RfP Reference | Content of RFP requiring Clarification | Clarification being sought by the bidder  | ITD Response   |
|-------|---------------|--|---|--|
| 201   |               | Monitoring and Management Requirements | Will the NJRS monitoring requirement will have integration planned to Income Tax Business Application or efileing, if yes, can bidder leverage the same hardware and provide only additional COTS license to extend the same monitoring functionality, that will save the hardware cost. Please confirm?? | As per RFP   |
| 202   |               | General Query                          | How many total locations should be considered for Hardware/Software monitoring?   | As per RFP. Please see the Annexures to the RFP.                               |
| 203   |               | General Query                          | How many Servers (Physical & Virtual) should be considered for Server Monitoring?   | To be estimated by bidder as per RFP requirements                              |
| 204   |               | General Query                          | How many Servers (Physical & Virtual) should be considered for Server Monitoring?   | To be estimated by bidder as per RFP requirements                              |
| 205   |               | General Query                          | How many network devices router, switches should be considered for monitoring scope?  | To be estimated by bidder as per RFP requirements                              |
| 206   |               | General Query                          | How many Database Servers needs to be monitored?  | To be estimated by bidder as per RFP requirements                              |
| 207   |               |  | Kindly confirm how many applications will be there in all to be monitored.  | To be estimated by bidder as per RFP requirements                              |
| 208   |               | APM                                    | Out of all the applications how many applications will be web based and running on either Java or .NET platforms or otherwise.  | As per RFP   |
| 209   |               | General Query                          | Do you want to integrate NMS with Application Monitoring or not? Kindly clarify as the RFP does not clarify this important aspect.  | To be estimated by bidder as per RFP requirements                              |
| 210   |               | General Query                          | Is the OEM of EMS expected to provide necessary support (24 x 7 email, telephonic, web support), upgrades, patches etc for entire duration of the project? Please clarify this point as OEM authorization certificates have not been asked.   | As per RFP. EMS should have vendor support for entire duration of the project. |
| 211   |               | NMS                                    | Do you want Management Systems to proactively inform for any anomalous behavior such as virus attack or unauthorized application behavior so as to avoid unwanted circumstances? Please indicate if this functionality is to be provided by Management Solutions.   | As per RFP   |
| 212   |               | NMS                                    | Do you require application monitoring solution to help analyzing how end users perceive the application in real time and also help drilling further to understand why the response time thresholds are violated and pin-point the exact problem area.   | To be estimated by bidder as per RFP requirements                              |

| S. No | RfP Reference  | Content of RFP requiring Clarification  | Clarification being sought by the bidder  | ITD Response                                      |
|-------|--|---|---|---|
| 213   |  | NMS   | Does NJRS require the NMS solution to be provide in-depth analysis of network and server infrastructure covering automated device discovery, root cause analysis, predictive analysis, critical resource monitoring and alerting based on thresholds, intelligent event correlation for alerts coming from all the devices, which help the department to proactively and efficiently manage the infrastructure providing detailed information.  | To be estimated by bidder as per RFP requirements |
| 214   |  | General Query   | A unified view of entire enterprise management solutions will help NJRS performing the management activities with an ease of operations. Please confirm if same is expected from the Enterprise Management Solutions provided as part of the solution.  | To be estimated by bidder as per RFP requirements |
| 215   | RFP, Vol 1, Page 29  | 6.2.7 Research Support and Help Desk Support Help Desk Tool   | Does NJRS require an ITIL v3 compliant help desk tool with inbuilt CMDB to ensure workflow standards and followed for efficient operations.   | To be estimated by bidder as per RFP requirements |
| 216   | RFP, Vol1, Page 93   | Annexure X: Service Level Agreement Table 2   | As per the requirement to calculate the penalties, do you require the SLA monitoring tool to do the penalty calculations and provide an automated report to the system, taking inputs directly from the monitoring system for actual data avoiding any human intervention. This will help NJRS ensuring no tempering of actual data for SLA calculation.  | To be estimated by bidder as per RFP requirements |
| 217   | RFP Page 41, Vol1 9.7 Security Layer                         | Security Query  | It is an accepted security best practice to have a security layer outside the Web Portal which provides centralized, policy-based Web access management and Web single sign-on. This system allows you to know who the user is, what he/she has access to and what he/she has done in the system etc. Accordingly, it is suggested that NJRS' web portal makes use of such a centralized web access management system and should not try to build something on their own which unnecessarily delays the project and gives false sense of security | To be estimated by bidder as per RFP requirements |
| 218   | RFP Page 57, Vol1 Data and Information Security Requirements | The security components to be used shall include: Identification, Authentication, Authorization, Role Based Access Control etc. | These features are provided by an Identity Management System. Please suggest if you require an industry standard Identity Management Solution?  | To be estimated by bidder as per RFP requirements |
| 219   | RFP Page 41, Vol1  | Security Query  | It is strongly recommended best practice that the web access Management solution should provide support for   | To be estimated by bidder as per RFP requirements |

| S. No | RfP Reference  | Content of RFP requiring Clarification   | Clarification being sought by the bidder  | ITD Response                                      |
|-------|--|--|---|---|
|       | 9.7 Security Layer   |  | non-printable characters in the password to make the password cracking difficult. Please suggest if you require this  |   |
| 220   | RFP Page 57, Vol1 Data and Information Security Requirements | The security components to be used shall include: Identification, Authentication, Authorization, Role Based Access Control etc.  | <p>It is part of the security best practice and strongly recommended to have a defense in depth security strategy and have a security layer for privilege user management across OS, databases and applications as per the role of the user (which is on the need to have basis). Therefore, It is recommended to have a complete and integrated solution for all aspects of Privileged User Management i.e. for Operating Systems (Unix/Linux/Windows), databases, applications and network devices from a single console to keep a complete track of privileged activity and entitlements through temper proof auditing and reporting. Specifically the following points should be part of the overarching security requirements which has been asked in the rfp:</p> <ul style="list-style-type: none"> <li>• Superuser (Administrator/Root) containment</li> <li>• Role-based access control</li> <li>• Fine-grained enforcement</li> <li>• File and directory controls</li> <li>• Trusted program execution</li> <li>• Windows registry protection</li> <li>• Impersonation control</li> <li>• Windows services protection</li> <li>• Application jailing</li> <li>• UNIX/Linux keyboard logger (KBL)</li> </ul> | To be estimated by bidder as per RFP requirements |
| 221   | Vol-III, 4.3 TAX (b), Page 31                                | In the event of any increase or decrease of the rate of taxes (excluding service tax) due to any statutory notification/s during the Term the consequential effect shall be to the account of the Implementation Agency. | In the event of any increase or decrease of the rate of taxes (excluding service tax) due to any statutory notification/s during the Term the consequential effect shall be to the account of the ITD   | No change   |

| S. No | RfP Reference  | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response  |
|-------|--|---|--|---|
| 222   | Vol-III, 4.4 Liquidated Damages /Penalties (a), Page 31. | If IA fails to complete/achieve the milestones before the scheduled date or the extended date for various specified activities given in the RFP Volume I, the Project Director, at its discretion, may without prejudice to any other right or remedy available to the Project Director under the Agreement, recover from the IA Rs. 2 lakh per week in the form of Penalty/Liquidated Damages and no further proof regarding loss would be required. | Liquidated damages which should be capped to 0.25% of the milestone value per week of delay subject to a maximum of 5% of the milestone value.   | No change   |
| 223   | Vol-III, 4.4 Liquidated Damages /Penalties (d), Page 32. | ITD shall without prejudice to his other rights and remedies, reserve the rights to invoke the entire performance bank guarantee and even terminate the Agreement if IA fails to perform the responsibilities and obligations as set out in this RFP to the complete satisfaction of the ITD.   | ITD shall without prejudice to his other rights and remedies, reserve the rights to invoke the entire performance bank guarantee and even terminate the Agreement if IA fails to perform the responsibilities and obligations as set out in this RFP or in accordance with the specifications mentioned under the RFP. | No change   |
| 224   | Vol-III, 5.2 Termination On Other Grounds(a) , Page 33   | a. With immediate effect, in the event of change of Control of the Implementation Agency.   | Need to understand what change of Control of the Implementation Agency means.  | Please see clarification given after 5.2 a) & b) on page 33 in Vol III of the RfP. Furthermore, for the avoidance of doubt, it is expressly clarified that the internal reorganization of the IA (or the consortium partners) shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of lesser net worth than the predecessor entity. |

| S. No | RfP Reference  | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response   |
|-------|--|---|--|--|
| 225   | Vol-III, 5.2 Termination On Other Grounds(c)i i, Page 33         | Conversely if the Project Director apprehends a similar event regarding the Implementation Agency, he/ she can exercise the right of termination in the manner stated hereinabove.  | Other than reason mentioned under section 5.2, iGATE does not see any other reason where Project Director apprehends a similar event; hence propose deletion of this section.  | The event referred here relates to bankruptcy which is different from the reasons given in 5.2 a) & b) |
| 226   | Vol-III, 7. Article VII: Protection And Limitations (f), Page 44 | Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Implementation Agency is unable to meet the obligations pursuant to the implementation of the Projects and/or provide the Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, the Project Director will, inter alia, have the option to invoke the Performance Guarantee after serving a written notice, fifteen days in advance on the Implementation Agency. Such right of the Project Director shall be without prejudice to any other rights or remedies available under law or contract. | This is contradicting section 5.1 (a) which states "If there is breach, which translates into default in providing Services by the Implementation Agency pursuant to the Agreement continuously for more than one week, then the Project Director, will serve a thirty days' notice to IA for curing such breach." Need to have a cure period before invoking the Performance Guarantee. | Article 7.1(f) stands deleted.   |

| S. No | RfP Reference                                     | Content of RFP requiring Clarification  | Clarification being sought by the bidder   | ITD Response   |
|-------|---|---|--|--|
| 227   | Vol-III, 7.2 Third Party Claims (a), Page 44      | Subject to Article 7.2 (c) below, Implementation Agency (the "Indemnifying Party") undertakes to indemnify the Project Director (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 favour 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. | 7.2 (c) is not mentioned. (the "Indemnifying Party") undertakes to indemnify the Project Director (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 favour of any person, corporation or other entity caused by the particular member. (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.<delete red> | Article 7.2 a) may be read as "Subject to Article 7.2 (b) below....."<br><br>Article 7.2 b) may be read as "The indemnities set out in Article 7.2 (a) shall be ....." |
| 228   |   |   | (the "Indemnifying Party") undertakes to indemnify the Project Director (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 favour of any person, corporation or other entity caused by the particular member. (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.                                       | No Change  |
| 229   | Vol-III, 7.2 Third Party Claims (b), vii. Page 45 | in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates.   | Needs to be deleted.   | No change  |

| S. No | RfP Reference  | Content of RFP requiring Clarification   | Clarification being sought by the bidder  | ITD Response  |
|-------|--|--|---|---|
| 230   | Vol-III, 7.3<br>Limitation of Liability (a),<br>Page 45 of | Notwithstanding any other term, there shall be no limitation of liability of the IA in case of (i) any damages for bodily injury (including death) and damage to real property and tangible personal property (ii) wilful fraud and/or (ii) the intellectual property infringement claims under this Agreement or SLA.   | Notwithstanding any other term, there shall be no limitation of liability of the IA in case of (i) any damages for bodily injury (including death) and damage to real property and tangible personal property (ii) wilful fraud and/or (ii) the intellectual property infringement claims under this Agreement. <del>or SLA</del> | No change   |
| 231   | Vol_I / 4 /<br>12-13                                       | Estimated volume   | What will be the rate per final order / judgment, if there is an increase in the estimated volume? What will be the estimated volume (in %) of data (appeals and final orders both) available in soft format?   | There is no separate payment for judgments. Please also see responses to similar other queries regarding appeal volumes   |
| 232   | Vol_I / 6.2.2<br>. e) / 22                                 | Legacy orders/judgments - Incorporate all final orders/judgments from 1/4/2009 for HC,SC and from 1/4/2012 for the ITAT<br>All reported orders/judgments of ITAT, AAR, HCs and SC delivered by the courts before the "Go-Live" date which have been published in leading journals like -Income Tax Reporter (ITR), Current Tax Reporter (CTR), Tax Tribunal Judgment (TTJ), and Income Tax Tribunal Decisions (ITD). | From where are we supposed to procure these judgments? Is department going to provide them? If yes in what format – hard or soft copies?  | IA to procure. Content providers have been doing this for their databases.  |
| 233   | Vol_II /<br>2.1.2 / 14                                     | Scanning and processing of documents relating to appeals   | Does it mean that we have to exclude appeals from the quotation?  | The project deliverables are an integrated whole. The payment for appeals processing would be over and above the quoted bid amount (EQI). It is expected that excess/shortfall, if any, as a result of the defined payments towards scanning and processing of appeal documents, will be taken into account by the bidders while quoting the EQI. |

| S. No | RfP Reference     | Content of RFP requiring Clarification  | Clarification being sought by the bidder  | ITD Response  |
|-------|-------------------|---|---|---|
| 234   | Vol I, Annexure V | The Bidder is expected to procure the servers and SAN storage for the NJRS project while the switches, firewall, routers, racks may be either leased or procured. All the software licenses procured for the project should be in the name of the department. | Please allow us to provide the entire DC & DR infrastructure (including Servers and SAN Storage) on Rental model                    | No Change   |
| 235   | General           | DMS (Document Management System)  | Are you open for proprietary framework/tool for NJRS solution?  | It should meet the requirements of the RFP  |
| 236   | General           | DMS (Document Management System)  | Provide number of Pending documents need to be uploaded on DMS?   | given in RFP volume 1   |
| 237   | General           | DMS (Document Management System)  | Provide Daily / Monthly document processing rate?   | Bidder to estimate based on information and requirements provided in RFP  |
| 238   | General           | DMS (Document Management System)  | How are the scanned images currently stored? What is the retention period of the documents to be stored in the DMS?                 | Currently there is no system available for storing images. Judgements need to be available in repository. Appeals life cycle ends when the appeal is not contested further and the time for filing appeal has elapsed. Retention period to be decided by IA in discussion with the department |
| 239   | General           | DMS (Document Management System)  | What type of document extension type (like jpeg/gif) is required?   | pdf/A and/or other pdf version  |
| 240   | General           | DMS (Document Management System)  | Is there a scope of us receiving handwritten document? If yes please share the percentage break up between printed and handwritten. | The appeal documents should be as per the court rules in this regard. Some of the metadata fields may be handwritten in the appeal forms.   |
| 241   | General           | DMS (Document Management System)  | How many external applications (like SC, HC, ITD etc.) are in scope for integration with NJRS application?                          | As per RFP  |

| S. No | RfP Reference  | Content of RFP requiring Clarification   | Clarification being sought by the bidder   | ITD Response  |
|-------|--|--|--|---|
| 242   | 9. Annexure IX: Functional Requirements Specification Page no.77                               | 9.1 Functional Requirements Specifications for NJRS - <b>"Should provide 'password renewal, expiry, security and authentication as required. It should support Single-Sign-On- authenticated users of ITBA/existing ITD system should be able to use the NJRS system without having to again submit their username and password"</b> | In the attached spreadsheet format, request you to provide the list of web applications to be integrated with SSO solution. This will help us to understand your existing application landscape and propose the appropriate solution for the same. | SSO solution would be procured by ITBA. NJRS is expected to integrate with that solution to enable SSO between ITBA and NJRS  |
| 243   | Annexure IV: Indicative Requirements for Content Management System & Search Engine Page no.55  | The IA shall procure/ install and commission an enterprise class Content Management System and Search Engine from reputed vendors.   | Seek clarification on how would NJRS short list and identify "Reputed Vendors" for the ECM solution.<br><br>Should the ECM vendor should be recognized as leaders as per latest well known Analyst Reviews.  | yes   |
| 244   | Annexure IV: Indicative Requirements for Content Management System & Search Engine Page no. 56 | CMS should provide for document management, collaboration, web content development and management and workflow   | Should the document Management, Collaboration, Web Content development and management and workflow - all be part of an integrated solution preferably from one vendor to ensure an integrated functioning and quick project deployment.            | Solution components should be interoperable and have enterprise class support   |
| 245   |  |  | Kindly mention the total number of internal and external users for which Single Sign-on solution is required.  | Single sign on solution to be procured by ITBA. NJRS system to integrate with this solution. The number of ITD users as per RFP. Tax payers would not access the NJRS through the single sign on. |
| 246   |  |  | Kindly share more details on the volumetrics of the content size and archival requirements : -   | Please see RFP and responses to similar queries   |

| S. No | RfP Reference     | Content of RFP requiring Clarification                  | Clarification being sought by the bidder  | ITD Response   |
|-------|-------------------|---|---|--|
|       |                   |   | a). What would be the average size of documents digitally acquired per day.<br>b). What is the proposed retention cycle (period of retaining the document in the production library & then being retained in the Archive library store).<br>c). How many concurrent users would access the ECM solution |  |
| 247   |                   |   | Request the below information to get a understanding of the current/expected authentication load on Web applications of Income Tax Department<br>Concurrent User Logins per day:<br>Peak Login rate per minute:   | Bidder to estimate based on information and requirements provided in RFP                                     |
| 248   | 5.4 & 6.1 Vol III | numbering issue in volume 3-section 5.4 and section 6.1 |   | Article 5.4 may be read after article 5.3 and before article 6.1 appearing on page 34 in Vol III of the RfP. |

## Response to Queries (NJRS RFP) Part – II

| S. No. | Reference of Clause No. & Pg. No              | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response  |
|--------|---|--|--|---|
| 1.     | <b>VOLUME I</b>                               | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |   |
|        | 6. Scope of Work of the Implementation Agency | IA shall develop the training content for the above mentioned trainings. The training content shall focus on scenarios and examples of transactions relevant for the stakeholders and needs to be approved by the Department. <u>The training content/ training materials shall be provided in soft form only.</u>   | In order to bring clarity to the provision on the training material a provision is included to reflect that training training content/ training materials shall be provided in soft form only. | No Change   |
|        | 6.2.6 Training                                |  |  |   |
| 2.     | <b>VOLUME I</b>                               | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |   |
|        | 6.2.10 Operations and Maintenance (O&M)       | IA shall be fully responsible for operations and maintenance of the NJRS application, data center and disaster recovery center, RSCs, CDPC and any other component or facility being established by IA as part of this project for a period of 5 years from the go-live date, <u>which shall be the date of completion of implementation phase.</u>  | Go live date is clarified in the Bidder's suggestion in order to commencement of the IA's responsibility for support.  | Go live date has been clearly defined in the RfP. Hence No Change |
|        | Page 31                                       |  |  |   |
| 3.     | <b>VOLUME I</b>                               | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |   |
|        | 6.2.10 Operations and Maintenance (O&M)       | a. During the support period, IA shall be completely responsible for the defect free functioning of the application software and shall resolve any issues including bug fixing, improvements in presentation and/or functionality and others within a duration agreed between the Department and the IA in relation to such a work <u>unless the defect results from any of the warranty exclusions.</u> | Bidder should not be responsible for defects if such defects results from any of warranty exclusions. Specific warranty exclusions are suggested by the bidder in clause 7.1.c of Volume III.  | No Change   |
|        | 6.2.10.1 Application Management               | b. IA shall provide the latest updates, patches/fixes, <del>version upgrades</del> relevant for the solution components.   |  | See response to Q 20  |
|        | Page 31                                       | -  |  |   |
| 4.     | <b>VOLUME I</b>                               | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |   |
|        | 6.2.11 Warranty Support Services              | IA shall provide comprehensive warranty for all IT and non-IT infrastructure, provided as part of the project, for a period of 5 years from the Go-live date, <u>which shall be the date of completion of implementation phase.</u>  | Go live date is clarified in the Bidder's suggestion in order to commencement of the IA's responsibility for support.  | No Change   |
|        | Page 34                                       |  |  |   |
| 5.     | <b>VOLUME I</b>                               | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |   |

| S. No. | Reference of Clause No. & Pg. No  | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)                                | ITD Response  |
|--------|---|--|--|---|
|        | 6.2.12 Support to Testing & Certification by a Third Party or any other Agency appointed by the Department<br>Page 34 | In accordance with the Audit Schedule in Volume III, IA shall provide necessary support to the Third Party Audit Agency or any other agency/ group appointed by the Department for acceptance testing and certification of IA's deliverables. This includes providing access to the necessary systems, documentation etc. to the audit agency.   | Audit shall be in accordance with the provisions in the Audit Schedule.                        | No Change   |
| 6.     | <b>VOLUME I</b>   | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |   |
|        | 6.2.13 Exit Management and Transition at the end of contract period<br>Page 34  | In accordance with the terms of the Agreement, <del>At</del> the conclusion of the contract duration, all assets, infrastructure, equipment, networking, hardware, Intellectual Property Rights <del>etc.</del> created for the project would be transferred to the ITD. <del>Transfer value at the end of the contract shall be at a combined token price of Rupee 1 for all assets</del> | Transfer of assets needs to be governed by the detailed provisions in the Agreement.           | No Change   |
| 7.     | <b>VOLUME I</b>   | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |   |
|        | 8.2 Penalty for Delay   | For each week of delay <u>resulting for reasons solely and entirely attributable to the IA</u> in achieving the milestones (indicated as "G" and "L" in the above table), the department may levy a penalty of up to Rupees <del>Two Lakh.</del> <u>[Penalty reflected is too high and needs to be reduced]</u>  | Bidder needs to be responsible for penalty for delay provided the delay is attributable to it. | No Change   |
|        |   | If the Go-Live date is delayed beyond -two months, due to <del>any</del> reason <u>solely and entirely</u> attributable to the IA, then the Department reserves the right to terminate the contract and also invoke the entire performance bank guarantee.   | Further the Penalty reflected is too high and needs to be reduced.                             | No Change   |
|        | Page 37-38  | -  |  |   |
| 8.     | <b>VOLUME I</b>   | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |   |
|        | Annexure X: Service Level Agreement<br>Page 101   | · It is to be noted that if the overall penalty applicable for any of the quarters during the contract period exceeds <del>45</del> % of the quarterly payment, then the Department shall have the right to terminate the contract <u>in accordance with the terms of the contract.</u>  | Any termination needs to be as per the terms of the Agreement.                                 | No Change. Annexures are also part of the Agreement |
|        | Page 101  | -  |  |   |

| S. No. | Reference of Clause No. & Pg. No                                | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response   |
|--------|---|---|--|--|
| 9.     | <b>VOLUME II</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |  |
|        | 2. SCOPE OF WORK  |   |  |  |
|        | 2.1.2 Scanning and processing of documents relating to appeals: | <ul style="list-style-type: none"> <li><del>No payment shall be made before the project is declared Go-Live.</del> The payment for appeals and pages scanned and processed before the Go-Live will be made along with the first EQI payment after Go-Live</li> </ul>  | Payment needs to be as mutually agreed payment schedule.   | No Change.   |
|        | Page 14   |   |  |  |
| 10.    | <b>VOLUME II</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |  |
|        | 2. SCOPE OF WORK  |   |  |  |
|        | 2.1.2 Scanning and processing of documents relating to appeals: | <ul style="list-style-type: none"> <li>Payment shall be subject to <u>undisputed</u> penalty adjustment, if any, revealed during the SLA calculation or otherwise</li> </ul>  | Any penalty adjustment needs to apply to undisputed penalty only.  | No Change  |
|        | Page 14   |   |  |  |
| 11.    | <b>VOLUME II</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |  |
|        | 4. GENERAL INSTRUCTIONS TO BIDDERS                              | <u>In accordance with the terms of the Agreement,</u> <del>T</del> the source codes & intellectual property rights of all the software <u>specifically developed for the Project Director</u> and data developed/ scanned/ entered/ migrated under this project shall be the exclusive property of Department. Bidders should submit a declaration to this affect. The licences for the COTS products would need to be in the name of the department. | The source code shall be owned as per the terms of the Agreement and only for the software specifically developed for the Project Director and subject to third party IPR and pre-existing IPR provisions. | It is clarified that the transfer of rights shall be as per the terms of the agreement |
|        | 4.11.2 Source Code and Intellectual Property Rights             |   |  |  |
|        | Page 22   |   |  |  |
| 12.    | <b>VOLUME II</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |  |

| S. No. | Reference of Clause No. & Pg. No    | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response |
|--------|-------------------------------------|--|---|--------------|
|        | 4. GENERAL INSTRUCTION S TO BIDDERS | Bidder (Prime bidder in case of a consortium) should submit a statement undertaking total responsibility for the defect free operation of the proposed NJRS system <u>subject to the standard warranty exclusions, which shall not include any conditional statements.</u>   | Bidder should not be responsible for defects if such defects results from any of warranty exclusions. Specific warranty exclusions are suggested by the bidder in clause 7.1.c of Volume III. | No Change    |
|        | 4.11.3 Total Responsibility         |  |   |              |
|        | Page 22                             |  |   |              |
| 13.    | <b>VOLUME II</b>                    | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |              |
|        | 4.11.9 Prices                       | a. The bidder shall quote the price as per specified format fixed for the entire project on a single responsibility basis. However, in case of a consortium the successful Prime Bidder shall be solely held responsible for the components / services provided during the period of contract. No adjustment of the contract price shall be made on account of any variations in costs of labour 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 Department 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 quoted by the bidder should be <u>inclusive-exclusive</u> of all taxes, duties, charges and levies as applicable – excluding <u>service tax on Bidder's income.</u> | Bidder's quote is exclusive of all taxes except for taxes on its income.  | No Change    |
|        | Page 25                             |  |   |              |
| 14.    | <b>VOLUME II</b>                    | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |              |
|        | 4.11.9 Prices                       | c. Any increase in rates of taxes (excluding <u>service tax on Bidder's income</u> ) will be to the account of <u>the Project DirectorIA.</u>  | Bidder's quote is exclusive of all taxes except for taxes on its income.  | No Change    |
|        | Page 25                             |  |   |              |
| 15.    | <b>VOLUME II</b>                    | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |              |
|        | 4.12 General Conditions             | b. Timing and sequence of events resulting <u>from-under</u> this RFP shall ultimately be determined by Department <u>prior to the execution of the Agreement. On execution of the Agreement, the timing and sequence of events shall be as per the Agreement.</u>   | Timing and sequence of events needs to be as per the Agreement after execution of the Agreement.  | No Change    |
|        | Page 28                             |  |   |              |

| S. No. | Reference of Clause No. & Pg. No              | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response |
|--------|---|--|---|--------------|
| 16.    | <b>VOLUME II</b>                              | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |              |
|        | 4.12 General Conditions                       | g. <del>Until</del> On the contract <del>is awarded</del> and during the currency of the contract <u>and 12 months thereafter</u> , <del>bidders each party</del> shall not, directly or indirectly, solicit any employee of <u>other party</u> <del>Department to leave Department or any other officials</del> involved in this RFP process in order to accept employment with the bidder, its affiliates, actual or prospective consortium members, or any person acting in concert with the bidder, without prior written approval of <u>the other party</u> <del>Department</del> .   | The provision needs to be mutual and apply during the term of the Agreement and twelve months thereafter. | No Change    |
|        | Page 29                                       |  |   |              |
| 17.    | <b>VOLUME II</b>                              | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |              |
|        | 7.3 Pricing of the Items of the Technical Bid | 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 the Department 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 quoted by the bidder should be <del>inclusive</del> <u>exclusive</u> of all taxes, duties, charges and levies as applicable – excluding <del>service tax on bidder's income</del> .   | Bidder's quote is exclusive of all taxes except for taxes on its income.                                  | No Change    |
|        | Page 38                                       |  |   |              |
| 18.    | <b>VOLUME II</b>                              | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |              |
|        | 9.5 Performance Bank Guarantee                | b. This Performance Bank Guarantee will be 10% of the project cost (TC as specified in section 8.7) quoted by the bidder, valid for six months beyond the term of contract, which shall be submitted by IA upon signing the contract. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder.. In case the Contract is extended, the Performance Bank Guarantee has to be valid for <del>six one</del> <u>months</u> beyond the extended period. The performance bank guarantee may be discharged/ returned by the Department 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. | BG should be returned on completion of the project. One month grace period can be agreed.                 | No Change    |

| S. No. | Reference of Clause No. & Pg. No                            | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response  |
|--------|---|---|---|---|
|        | Page 43   |   |   |   |
| 19.    | <b>VOLUME II</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |   |
|        | 9.5 Performance Bank Guarantee                              | e. In case the project is delayed beyond the project schedule as mentioned in this RFP, for the reasons <u>solely and entirely</u> attributable to IA, the performance bank guarantee shall be accordingly extended by the IA for the duration equivalent to the delays caused in the project.                          | Self-explanatory.   | No Change   |
|        | Page 44   |   |   |   |
| 20.    | <b>VOLUME II</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |   |
|        | 9.6 Warranty & Maintenance                                  | c. During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/ fixes, <del>and version upgrades</del> within 15 days of their availability and should carry out installation and make operational the same at no additional cost to the Department. | Provision of upgrades cannot be within the scope and can be covered through new service requirement or change control.  | <b>Article 9.6 (c) may be read as -</b><br><i>"During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/ fixes. Further version upgrades also to be provided to the extent that SLA and requirements of the project under this agreement are met. These shall be provided within 15 days of their availability and IA should carry out installation and make operational the same at no additional cost to the Department."</i> |
|        | Page 44   |   |   |   |
| 21.    | <b>VOLUME II</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |   |
|        | 9.7 Failure to agree with the Terms & Conditions of the RFP | Failure of the successful bidder to agree with the Terms & Conditions of the RFP <u>read with comments and suggestions in the proposal of the successful bidder</u> shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the                                     | Bidder understands that the terms and conditions of the RFP shall be read with the suggestions and comments as contained in the Bidder's proposal which are provided in accordance with | No Change   |

| S. No. | Reference of Clause No. & Pg. No  | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response |
|--------|---|--|---|--------------|
|        |   | contract to the next best value bidder or call for fresh bids.   | the RFP terms.  |              |
|        | Page 45   |  |   |              |
| 22.    | <b>VOLUME II</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |              |
|        | Form 3: Undertaking- Not Blacklisted(To be provided by each member of the Consortium) |  |   |              |
|        | TO WHOMSOEVER IT MAY CONCERN  | We M/s _____ hereby confirm that <u>to the best of our knowledge</u> our <del>firm</del> <u>Company</u> has not been blacklisted by any State Government/Central Government.   | Bidder agrees to provide the certificate on best knowledge basis. | No Change    |
|        | Page 52   | further confirm that <u>to the best of our knowledge</u> our firm has no legal case pending in any of the courts for winding up the company <u>which may affect performance of our obligations under the engagement resulting from the RFP</u> |   |              |
| 23.    | <b>VOLUME II</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |              |
|        | Form 4: Format for Bid Security (EMD)   | THE CONDITIONS of this obligation are:   |   |              |
|        |   | e.   | Bidder understands the Contract Form                              | No Change    |

| S. No. | Reference of Clause No. & Pg. No              | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response |
|--------|---|---|--|--------------|
|        | Page 53                                       | If the bidder withdraws its project during the period of development or operation validity specified by the bidder on the Tender Form; or If the Bidder, having been notified of the acceptance of its tender by the Department during the period of project validity: fails or refuses to execute the <u>mutually agreed</u> contract Form if required; or fails or refuses to furnish the Performance Security, in accordance with the instruction given in tender document; We undertake to pay the DEPARTMENT up to the above amount upon receipt of its first written demand, without the DEPARTMENT having to substantiate its demand, provided that in its demand the DEPARTMENT will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including and any demand in respect thereof should reach the Bank not later than the above date. | referred herein is to the mutually agreed Contract Form.<br><br>Further, standard bank clause needs to be included at the end of the BG.   |              |
|        |   | <u>Notwithstanding anything contained hereinabove:</u>  |  |              |
|        |   | <u>(i) Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____)</u>  |  |              |
|        |   | <u>(ii) This bank guarantee shall be valid until _____; and</u>   |  |              |
|        |   | <u>(iii) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim of demand on or before 2PM on _____, where after all the rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities there under whether or not the original guarantee is returned.</u>  |  |              |
| 24.    | <b>VOLUME II</b>                              | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |              |
|        | Annexure 2: Format for Technical Bid          | We have read the provisions of the RFP and confirm that these are acceptable to us <u>read with the suggestions and comments as contained in our proposal.</u> <del>We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.</del>  | Bidder understands that the terms and conditions of the RFP shall be read with the suggestions and comments as contained in the Bidder's proposal which are provided in accordance with the RFP terms. | No Change    |
|        | Form 1: Format for Technical Bid Cover Letter |   |  |              |

| S. No. | Reference of Clause No. & Pg. No                  | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response |
|--------|---|--|--|--------------|
|        |   | We undertake, if our proposal is accepted, to provide the services comprised in the contract within time frame specified, starting from the date of receipt of notification of award from Department.  |  |              |
|        | Page 54   |  |  |              |
|        |   | We agree to abide by this proposal for the period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.   |  |              |
|        |   |  |  |              |
|        |   | We agree to execute an agreement in the form to be <del>mutually agreed communicated</del> by Department, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this proposal.   |  |              |
| 25.    | <b>VOLUME II</b>                                  | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |              |
|        | Annexure 3: Format for Commercial Bid             | We agree for <del>unconditional</del> acceptance of <del>all</del> the terms and conditions in the bid document <u>read with the suggestions and comments as contained in the bid response</u> and also agree to abide by this bid response for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us. | Bidder understands that the terms and conditions of the RFP shall be read with the suggestions and comments as contained in the Bidder's proposal which are provided in accordance with the RFP terms. | No Change    |
|        | Form 1: Format for Commercial Bid Cover Letter    |  |  |              |
|        | Page 60   |  |  |              |
| 26.    | <b>VOLUME II</b>                                  | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |              |
|        | Annexure 4: Format for Performance Bank Guarantee | This Performance Bank Guarantee shall continue and hold good for a period of <del>61 months</del> after the expiry of our constituent's contract with you, subject to the terms and conditions in the said Contract.   | BG should be returned on completion of the project. One month grace period can be agreed.  | No Change    |

| S. No. | Reference of Clause No. & Pg. No                  | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)                           | ITD Response |
|--------|---|--|---|--------------|
|        | Page 63   |  |   |              |
| 27.    | <b>VOLUME II</b>                                  | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |              |
|        | Annexure 4: Format for Performance Bank Guarantee | This Performance Bank Guarantee shall be valid only up to the completion of <del>six-one</del> 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   |   |              |
|        |   | We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before .... (Date) that is <del>six-one</del> months after the completion of the period of the said contract for the proposed "Implementation of National Judicial Reference System for Income Tax Department" Project.         | BG should be returned on completion of the project. One month grace period can be agreed. | No Change    |
|        | Page 65-66  |  |   |              |
| 28.    | <b>VOLUME II</b>                                  | <b><u>Bidder suggests following be added at the end of the BG:</u></b>   |   |              |
|        | Annexure 4: Format for Performance Bank Guarantee | <u>Notwithstanding anything contained hereinabove:</u>   |   |              |
|        |   | <u>(i) Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____)</u>   |   |              |
|        | Page 66   | <u>(ii) This bank guarantee shall be valid until _____; and</u>  | Standard bank clause needs to be included at the end of the BG.                           | No Change    |
|        |   | <u>(iii) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim of demand on or before 2PM on _____, where after all the rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities there under whether or not the original guarantee is returned.</u> |   |              |
| 29     |   | <b><u>Bidder suggests this provision be revised as under:</u></b>  | Bidder understands that the terms and   |              |

| S. No. | Reference of Clause No. & Pg. No                      | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response                     |
|--------|---|---|--|----------------------------------|
|        |   | Project Director, NJRS Project and Implementation Agency are collectively referred to as the "Parties" or individually referred to as a "Party" as the context may require. RFP volume I and RFP volume II and all the liabilities and obligations of the respective Parties under RFP volume I and RFP volume II shall form integral part of this Agreement <u>read with IA's proposal dated _____</u> unless otherwise expressly stated herein and all the terms and conditions of the RFP volume I and RFP volume II <u>read with IA's proposal dated _____</u> shall apply to this Agreement. The terms not defined in this Agreement shall have the same meaning as assigned to them in the RFP volume I and RFP volume II. In case of any conflict between RFP volume I & RFP volume II and this Agreement, the latter shall prevail.                                   | conditions of the RFP shall be read with the suggestions and comments as contained in the Bidder's proposal which are provided in accordance with the RFP terms. | No Change                        |
| 30.    | <b>VOLUME III</b>                                     | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |                                  |
|        | ARTICLE I – DEFINITIONS, INTERPRETATION AND STRUCTURE | v. "Confidential Information" means all information relating to the Project including Project Data (whether in written, oral <u>(which is confirmed within five days of such oral disclosure)</u> , electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, designs, drawings, formulae, business strategies, flowcharts, know-how and information relating to the 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). | Suggestion included providing for oral information.  | No Change                        |
|        | Page 14   |   |  |                                  |
| 31.    | <b>VOLUME III</b>                                     | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Self-explanatory.  | Artcle 1.1(a)(xvi) is to be read |

| S. No. | Reference of Clause No. & Pg. No                      | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response  |
|--------|---|---|---|---|
|        | ARTICLE I – DEFINITIONS, INTERPRETATION AND STRUCTURE | xvi. "Listed Assets" means the software or any other information technology infrastructure components which are to be purchased or developed or deployed by the IA <u>exclusively</u> for delivering the Services under the Project for and on behalf of Project Director.  |   | as - "Listed Assets" means the Software which is/are to be purchased or developed or exclusively deployed by the IA for delivering the Services under the Project (i.e. the NJRS Application Software including the source code and COTS products in the form of licenses obtained in favour of Project Director), and the Project Data |
|        | DEFINITIONS   |   |   |   |
|        | Page 16   |   |   |   |
| 32.    | <b>VOLUME III</b>                                     | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |   |
|        | ARTICLE I – DEFINITIONS, INTERPRETATION AND STRUCTURE | xviii. "NJRS Application Software" shall mean ARMS application software and JRRS application software. <u>[Note: ARMS application software and JRRS application software are undefined terms and may need to be defined]</u>  | Note: ARMS application software and JRRS application software are undefined terms and may need to be defined.               | No Change. These are explained in volume I of the RFP   |
|        | DEFINITIONS   | □   |   |   |
|        | Page 16   |   |   |   |
| 33.    | <b>VOLUME III</b>                                     | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |   |
|        | ARTICLE I – DEFINITIONS, INTERPRETATION AND STRUCTURE | xxi. "Performance Guarantee" or "Performance Bank Guarantee" shall mean an unconditional and irrevocable bank guarantee provided by a Nationalized Bank or a Scheduled Bank to Project Director on behalf of the Implementation Agency amounting to 10% of the bid amount, within the timeline as specified in Clause 9.5 of RFP Volume II. The Performance Guarantee shall be valid for a period of <del>six months</del> <u>thirty (30) days</u> beyond the Term of Agreement or any extension thereof. | BG should be returned on completion of the project. One month grace period can be agreed.                                   | No Change   |
|        | DEFINITIONS   |   |   |   |
|        | Page 16   |   |   |   |
| 34.    | <b>VOLUME III</b>                                     | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |   |
|        | ARTICLE I – DEFINITIONS, INTERPRETATION AND STRUCTURE | xxii. "Project / NJRS Project" means the "National Judicial Reference System" (NJRS) and its solution design, development, implementation, operations and maintenance etc. as per the agreed terms and conditions laid down in the <u>Agreement</u> <del>RFP</del> .  | Agreement includes RFP and for completeness of the provision, RFP reference is suggested to be replaced with the Agreement. | "RFP" appearing in article 1.1 (a) (xxii) of Volume III, page 16 is hereby replaced by the word "Agreement"   |
|        | DEFINITIONS   |   |   |   |

| S. No. | Reference of Clause No. & Pg. No                      | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response  |
|--------|---|---|--|---|
|        | Page 16   |   |  |   |
| 35.    | <b>VOLUME III</b>                                     | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Self-explanatory.  | Article 1.1 (a)(xxiii) in Vol III is to be read as : <i>“Project Assets” or “Assets” shall mean to include (i) Listed Assets and (ii) entire hardware and software, network or any other information technology infrastructure components used for the NJRS Project and other facilities leased / owned by the Implementation Agency to be used for the delivery of the Services</i> pursuant to the Agreement. |
|        | ARTICLE I – DEFINITIONS, INTERPRETATION AND STRUCTURE | xxiii. “Project Assets” or “Assets” shall mean to include (i) Listed Assets <u>which are not Third Party Systems</u> and (ii) entire hardware <del>and software</del> , network or any other information technology infrastructure components <u>exclusively</u> used for the NJRS Project <del>and other facilities leased / owned by the Implementation Agency to be used for the delivery of the Services</del> pursuant to the Agreement. |  |   |
|        | DEFINITIONS   |   |  |   |
|        | Page 16   |   |  |   |
| 36.    | <b>VOLUME III</b>                                     | xxxiii. “Third Party Systems” means systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which Implementation Agency <u>and/or Project Director</u> has been granted a license to use and which are used in the provision of Services. <u>All such Third Party Systems shall be governed by the terms of the relevant end user license agreement (EULA);</u>                             | This party items will be governed by the respective end user license agreement.  | No Change. Pl see article 8.5   |
|        | ARTICLE I – DEFINITIONS, INTERPRETATION AND STRUCTURE |   |  |   |
|        | DEFINITIONS   |   |  |   |
|        | Page 18   |   |  |   |
| 37.    | <b>VOLUME III</b>                                     | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Bidder agrees with agency to be appointed by the Project Director and understands that such agency so appointed shall not be competitor of Bidder. | No Change   |
|        | ARTICLE I – DEFINITIONS, INTERPRETATION AND STRUCTURE | xxxiv. “Third Party Agency” means the <u>independent</u> agency appointed by the Project Director for the purpose of certification by conducting various types of testing like acceptance testing. <u>Any such Third Party Agency so appointed shall not be competitor of Implementation Agency.</u>  |  |   |

| S. No. | Reference of Clause No. & Pg. No   | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response   |
|--------|--|--|--|--|
|        | DEFINITIONS  | •  |  |  |
|        | Page 18  |  |  |  |
| 38.    | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |  |
|        | 1.4 CONDITIONS PRECEDENT   | e. the ownership of the assets namely NJRS Application Software (i.e. the solution and Software including the source code) Project Data <u>to the extent specifically and exclusively developed for the Project Director</u> and COTS product (in the form of licenses obtained in favour of Project Director) is passed on to Project Director within a period of 15 days from the date of certification of such assets by the Third Party Agency appointed by the Project Director <u>provided all the payments due to the IA have already been paid by the Project Director to the IA.</u>  | The ownership on the software shall be transferred to the extent such software is specifically and exclusively developed for the Project Director.                   | Article 1.4.2(e) is to be read as - <i>"the ownership of the Listed Assets is passed on to Project Director within a period of 15 days from the date of certification of such assets by the Third Party Agency appointed by the Project Director. It is clarified here that for the IA proprietary information only a perpetual license would be granted to the ITD"</i> |
|        | 1.4.2 Conditions Precedent to be fulfilled before the Go – Live Date:                    | It is clarified here that for the IA proprietary information only a perpetual license would be granted to the ITD.   | Bidder understands that prior to passing of rights to the Project Director Bidder will be in receipt of all payments under the Agreement.                            |  |
|        | Page 21  |  |  |  |
| 39.    | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |  |
|        | 1.4.3 Extension of time for fulfillment of Conditions Precedent:                         | ii. For the avoidance of doubt, it is expressly clarified that any such extension of time <u>resulting from reasons solely and entirely attributable to the Implementation Agency</u> may involve imposition of <u>mutually agreed</u> penalties as per the <u>Agreement RFPs</u> on the Implementation Agency linked to the delay in fulfilling the Conditions Precedent.   | Bidder needs to be responsible for penalty for delay provided the delay is attributable to it. Further, the penalty shall be applicable as set out in the Agreement. | No Change  |
|        | Page 21  |  |  |  |
| 40.    | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |  |
|        | 1.4.4 Non-fulfillment of Conditions Precedent to be fulfilled before the Go – Live Date: | a. Notwithstanding anything contained to the contrary, in the event of termination of this Agreement, on account of non-fulfilment of the Conditions Precedent which need to be fulfilled before the Go Live Date, the Project Director shall not be liable in any manner whatsoever to the Implementation Agency and the Project Director shall forthwith forfeit the earnest money deposit or invoke the Performance Guarantee <del>and forfeit the guaranteed amount</del> . Such termination and forfeitures shall be <u>the exclusive remedy and</u> <del>without prejudice or other</del> rights of the Project Director under law or Agreement. | Self-explanatory.  | No Change  |
|        | Page 22  |  |  |  |

| S. No. | Reference of Clause No. & Pg. No                             | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response |
|--------|--|--|--|--------------|
| 41.    | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |              |
|        | 2. ARTICLE II – INITIALIZATION PHASE                         | This Agreement shall govern the provision of the services by the Implementation Agency, listed hereunder and more fully described in Volume I of the RFP, in conformance with the SLA, to all the Stakeholders. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and exhibits as required, under this Agreement for each engagement.  | Bidder understands that the terms and conditions of the RFP shall be read with the suggestions and comments as contained in the Bidder's proposal which are provided in accordance with the RFP terms. | No Change    |
|        | 2.1 SCOPE OF AGREEMENT                                       | Detailed scope of work for the selected bidder is described in Volume 1 of the RFP <u>read with the selected bidder's proposal</u> . <del>The Project Director retains the right of the final say in the interpretation of the scope of the Project. The possible variations to the processes from the way they are specified in the scope of work should not be considered as deviations or extensions to the original process specifications.</del>  |  |              |
|        | Page 22  |  |  |              |
| 42.    | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |              |
|        | 2.3 ROLE OF IMPLEMENTATION AGENCY                            | 3. <u>Subject to the Project Director complying with its role and obligations,</u> it shall ensure that the Services are being provided as per the Project timelines set out in Volume 1 of the RFP.   | IA performance may be dependent on the Project Director performing its corresponding obligations in timely manner.   | No Change    |
|        | Page 24  |  |  |              |
| 43.    | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |              |
|        | 2.5 COMMENCEMENT AND DURATION OF THE SERVICE LEVEL AGREEMENT | a. The SLA shall be executed along with the Agreement, however, it will commence from the date when the Project Implementation has been completed <u>in accordance with the terms of the Agreement</u> <del>to the satisfaction of the Project Director,</del> and certified in accordance with the terms of the Agreement and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this Agreement expires or terminates for any reason. | Words like 'satisfaction' are vague and hence needs to be avoided.   | No Change    |
|        | Page 25  |  |  |              |
| 44.    | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>  | The cooperation to procure consents  | No Change    |

| S. No. | Reference of Clause No. & Pg. No          | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response   |
|--------|---|--|---|--|
|        | 2.6 APPROVALS AND REQUIRED CONSENTS       | a. The <del>Implementation Agency Parties</del> shall <u>cooperate reasonably to</u> procure, obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances, consents and applicable approvals (hereinafter the "Approvals") necessary for the Implementation Agency to undertake implementation of the NJRS Project and provide the Services. The costs of such Approvals shall be borne by the <u>Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided</u> <del>Implementation Agency.</del> | etc. needs to be mutual.  |  |
|        | Page 25                                   |  |   |  |
| 45.    | <b>VOLUME III</b>                         | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |  |
|        | 2.7 USE AND ACQUISITION OF PROJECT ASSETS | a. Take all reasonable and proper care of the Project Assets and control of such Project Assets which will include all upgrades/ enhancements and improvements to meet the current needs of the NJRS Project, <u>provided however, provision of all upgrades/ enhancements and improvements shall be subject to the change control procedure as set out in the Change Control Schedule of this Agreement;</u>  | Provision of upgrades/ enhancements and improvements cannot be within the scope and can be covered through new service requirement or change control. | No Change  |
|        | Page 26                                   |  |   |  |
| 46.    | <b>VOLUME III</b>                         | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |  |
|        | 2.7 USE AND ACQUISITION OF PROJECT ASSETS | c. Ensure that any instructions or manuals supplied and provided by the manufacturer of the Project Assets for their use to the Implementation Agency will be followed by the Implementation Agency and any person(s) who <del>will be</del> <u>are</u> responsible <u>through the Implementation Agency</u> for the use of the Assets;  | IA can be responsible for persons are responsible through the Implementation Agency.  | Article 2.7 (c) is to be read as "Ensure that any instructions or manuals supplied and provided by the manufacturer of the Project Assets for their use to the Implementation Agency will be followed by the Implementation Agency and any person(s) responsible through the Implementation Agency for the use of the Asset" |
|        | Page 26                                   |  |   |  |
| 47.    | <b>VOLUME III</b>                         | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |  |
|        | 2.7 USE AND ACQUISITION OF PROJECT        | <del>k. Obtain and/ or maintain standard forms of comprehensive insurance policy including liability insurance, system and facility insurance and any other</del>  | Bidder already has insurance in place to cover its worldwide operations. Bidder shall share copy of such insurance at the time of contract            | No Change. Article 2.7 (k) covers such a situation through the use of the word   |

| S. No. | Reference of Clause No. & Pg. No                               | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response   |
|--------|--|---|--|--|
|        | ASSETS   | <del>insurance for the personnel, assets, data, software, etc. to be used for the Project; and</del>  | negotiation.   | "maintain"   |
|        | Page 27  |   |  |  |
| 48.    | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |  |
|        | 2.7 USE AND ACQUISITION OF PROJECT ASSETS                      | I. Transfer the control and or ownership (where assets are owned by the IA) of all the Project Assets <u>to the extent they can be transferred without any cost and restriction from relevant third party</u> (not already with the Project Director, including but not limited to the project documentation which is the work product of the development efforts involved in the Project) within 30 days of the acceptance of the same by Project Director upon testing and/ or audit, to the Project Director in accordance with the terms of this Agreement. | Self-explanatory.  | Article 2.7 (I) in Vol III stands deleted  |
|        | Page 27  |   |  |  |
| 49.    | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |  |
|        | 2.8 ACCESS TO IA OR ITS NOMINATED AGENCIES TO PROJECT LOCATION | b. <del>Locations and items shall be made available to the Implementation Agency on an "as is, where is" basis by the Project Director.</del> The Implementation Agency agrees to ensure that its employees, agents and contractors do not use the location, services and items :   | Bidder assumes that location to be provided will be in a good condition and the items to be provided will be atleast in a working condition as per its specifications. | No Change  |
|        | Page 27  |   |  |  |
| 50.    | <b>VOLUME III</b>  | <b><u>Bidder suggests that following provision on acceptance be included:</u></b>   |  |  |
|        | Page 28  | <u>2.9 Acceptance</u>   |  |  |
|        |  | <u>Project Director will carry out acceptance testing of deliverables (for the deliverables which are subject to acceptance procedure) as per schedule presented by Implementation Agency in its Bid/Proposal or otherwise as per mutually agreed schedule. The Project Director will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled</u>            | IA suggests that final agreement needs to include clear provision on acceptance.   | Third Party acceptance testing has been provided. The standard industry practice is to be followed for acceptance testing. Hence No Change |

| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change) | ITD Response |
|--------|----------------------------------|--|---|--------------|
|        |                                  | <p><u>commencement of Acceptance Testing(s). The acceptance testing will be based on the test cases provided by the Project Director. Implementation Agency will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by the Project Director will be notified to Implementation Agency in writing not later than two (2) weeks of delivery. Implementation Agency will correct the defects that are a deviation from the baseline immediately following the acceptance. The Project Director will confirm acceptance in writing to the selected bidder. The Project Director shall not withhold or delay the issuance of sign off or taking over certificate, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by the Project Director if the Project Director (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh change request documents under the change control procedure. Items reported through the change control procedure will be dealt with separately.</u></p> |   |              |
| 51.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |              |
|        | 3.2 USE OF SERVICES              | <p>a. The ITD or its nominated agencies, as the case may be, will undertake and use the Services in accordance with the instructions or procedures as per the acceptance criteria as set out in the SLA for this Agreement <del>or any and this a</del>Agreement <del>that may be entered into between the Parties from time to time.</del></p>  | Self-explanatory.   | No Change    |
|        | Page 28                          |  |   |              |
| 52.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>  | Self-explanatory.   | No Change    |

| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)                        | ITD Response |
|--------|----------------------------------|--|--|--------------|
|        | 3.4 SECURITY AND SAFETY          | a. The Implementation Agency will comply with the <del>directions issued from time to time by the Project Director and the</del> standards related to the security and safety as per <del>best</del> <u>generally acceptable industry</u> 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.   |  |              |
|        | Page 34                          |  |  |              |
| 53.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |              |
|        | 4. ARTICLE IV - FINANCIAL TERMS  | b. All payments are subject to the application of penalties and liquidated damages defined and provided for in this Agreement and the SLA. It is clarified here that the Project Director will pay for the service as stated in accordance with the Terms of Payment Schedule as set out in Schedule VI of this Agreement and the Project Director can also calculate a financial sum and debit the same <u>to the extent they are undisputed</u> against the terms of payment in accordance with the Terms of Payment Schedule as set out in Schedule VI of this Agreement, as a result of the failure of the Implementation Agency to meet the Service Level under the SLA <del>and generally not meet its obligations under the Agreement</del> , such other sum being determined in accordance with the terms set out in this Agreement. | Any debit of the sum needs to be applicable only if such proposed debit is undisputed. | No Change    |
|        | 4.1 TERMS OF PAYMENT             |  |  |              |
|        | Page 30                          |  |  |              |
| 54.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>  |  |              |
|        | 4. ARTICLE IV - FINANCIAL TERMS  | c. Except as otherwise provided for herein or as agreed between the Parties in writing, the Project Director shall not be required to make any payments in respect of the Services other than those covered by the terms of payment as stated in the Terms of Payment Schedule as set out in Schedule VI of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs  | Bidder's quote is exclusive of all taxes except for taxes on its income.               | No Change    |
|        | 4.1 TERMS OF PAYMENT             |  |  |              |
|        | Page 30                          |  |  |              |

| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response |
|--------|----------------------------------|---|---|--------------|
|        |                                  | <del>in</del> excluding taxes (other than <del>Service Tax</del> <u>on the IA's income</u> ) which are addressed in this Article.   |   |              |
| 55.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |              |
|        | 4.3 TAX                          | a. The Project Director shall be entitled to deduct withholding taxes <u>on Implementation Agency's income</u> , <del>levies, cess, duties etc.</del> from the amounts due and payable to the Implementation Agency wherever applicable as per the Applicable Laws. The <u>Project Director</u> <del>Implementation Agency</del> shall pay for all other taxes in connection with the Agreement, and SLA including, but not limited to, property, sales, use, excise duty, value-added, goods and services, consumption and other similar taxes or duties <u>(including any changes to the existing taxes and/or introduction of new taxes)</u> . The Project Director shall provide Implementation Agency with the Certificates of any withholding taxes paid for NJRS Project on payments under the Agreement. The Implementation Agency agrees to reimburse and hold the Project Director harmless from any deficiency (including penalties and interest) relating to taxes <u>on Implementation Agency's income</u> that are its responsibility under this paragraph. For the purposes of this Agreement, taxes shall include taxes incurred on transactions connected with the Project involving the Project Director, the Implementation Agency and/or any third party. | Bidder's quote is exclusive of all taxes except for taxes on its income.  | No Change    |
|        | Page 31                          |   |   |              |
| 56.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |              |
|        | 4.3 TAX                          | b. In the event of any increase or decrease of the rate of taxes (excluding service tax) due to any statutory notification/s during the Term the consequential effect shall be to the account of the <u>Project Director</u> <del>Implementation Agency</del> .   | Bidder's quote is exclusive of all taxes except for taxes on its income.  | No Change    |
|        | Page 31                          |   |   |              |
| 57.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |              |
|        | 4.4 LIQUIDATED DAMAGES/PENALTIES | a. If IA <u>for reasons solely and entirely attributable to it</u> fails to complete/achieve the milestones before the scheduled date or the extended date for various specified activities given in the <u>Agreement</u> <del>RFP Volume I</del> , the Project Director, at its discretion, <del>may without prejudice to any other right or remedy available to the Project Director</del>  | LD as proposed is high and needs to be reduced to a reasonable level.<br><br>IA performance may be dependent on the Project Director performing its corresponding obligations in timely | No Change    |
|        | Pages 31-32                      |   |   |              |

| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change) | ITD Response |
|--------|----------------------------------|--|---|--------------|
|        |                                  | <p><del>under the Agreement,</del> recover from the IA Rs. <u>2 lakh</u> per week in the form of <del>Penalty</del>/Liquidated Damages and no further proof regarding loss would be required.<u>[Note: LD as proposed is high and needs to be reduced to a reasonable level]</u></p>   | manner.   |              |
|        |                                  | <p>b. In the event, the <del>IA for reasons solely and entirely attributable to it</del><del>Service Provider</del> fails to meet the project responsibilities including target performance metrics as stipulated in the SLAs or any damages caused by IA including its employees, contractors, sub-contractors to the ITD properties, personnel, data etc., the <del>IA Service Provider</del> shall be liable for <del>liquidated damages</del><del>penalty</del> stipulated in the SLAs in terms of the SLA contained the <del>Agreement</del><del>RFP and additional penalty towards such damages.</del></p> |   |              |
|        |                                  | <p>c. The <del>ITD Project Director</del> may without prejudice to its right to affect recovery by any other method, deduct the <del>undisputed</del> amount of liquidated damages/penalties from any money belonging to the IA in its hands or which may become due to the IA <del>under this Agreement</del>. Any such recovery or liquidated damages shall not in any way relieve the IA from any of its obligations to complete the works or from any other obligations and liabilities under this Agreement.</p>  |   |              |
|        |                                  | <p>d. <del>ITD The Project Director</del> shall without prejudice to his other rights and remedies, reserve the rights to invoke the entire performance bank guarantee and even terminate the Agreement if IA fails to perform the <del>material</del> responsibilities and obligations as set out in this <del>Agreement in spite of 30 days notice to the IA by the Project Director to remedy such failure</del><del>RFP to the complete satisfaction of the ITD.</del></p>   |   |              |
|        |                                  | <p>e. The <del>total</del> amount of liquidated damages/penalties under this Agreement shall not exceed <del>five (5%) percent of</del> the total value of the Agreement.</p>  |   |              |
| 58.    | VOLUME III                       | <b>Bidder suggests this provision be revised as under:</b>   |   |              |

| S. No.     | Reference of Clause No. & Pg. No                      | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response  |
|------------|---|---|--|---|
|            | 5. ARTICLE V: BREACHES, RECTIFICATION AND TERMINATION | b. Because time is the essence of the Agreement, in case, for reasons prima facie <u>solely and entirely</u> attributable to the Implementation Agency, if there is a delay of more than 6 weeks in the Project Implementation Completion or Go-Live, the Project Director, NJRS may terminate this Agreement after affording a reasonable opportunity to the Implementation Agency to explain the circumstances leading to such a delay <u>and to cure such delay within 30 days of notice from the Project Director to cure such delay.</u> | IA performance may be dependent on the Project Director performing its corresponding obligations in timely manner.   |   |
|            | 5.1 BREACH, RECTIFICATION AND TERMINATION             | c. However, if the Implementation Agency, having been notified, fails to remedy the defect(s) within the specified period in the Agreement, Project Director may proceed to take such reasonable remedial action as may be necessary, at the Implementation Agency's risk and expense, <u>subject to maximum of 5% of the fees that otherwise would have been payable to the IA for the unperformed obligations</u> <del>and without prejudice to any other rights.</del>   | Changes self-explanatory.  | No Change   |
| Page 32-33 |   | <u>In the event that the Project Director is in material breach of its obligations under this Agreement or the SLA, the IA may terminate this Agreement upon written notice to the Project Director of 30 days to cure such breach and in case the Project Director fails to cure such breach with in such notice period.</u>   | IA needs to have right to terminate in case of breach by the Project Director in case the Project Director fails to cure such breach with in such notice period.                       |   |
| 59.        | <b>VOLUME III</b>                                     | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |   |
|            | 5.3 Termination for Convenience by ITD:               | ITD, may, by prior written notice of three (3) months to the IA terminate the Agreement, in whole <del>or in part</del> at any time for its convenience. The notice of termination shall specify that termination is for ITD's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective <u>which shall not be prior to completion of three (3) months from the date of the notice.</u> In such eventuality:   | IA understands that in case of termination of the Agreement, it shall be paid the fees for services performed and reasonable termination compensation towards unrecovered investments. | No Change   |
|            |   | i. ITD shall take over the assets <u>subject to agreement with the IA.</u>  |  | Article 5.3 (i) is to be read as - "ITD shall take over the Assets as provided in the Exit Management Schedule" |
|            |   | ii. IA is liable to get paid for all the EQI's due till <u>effective</u> date of termination.   |  | No Change   |

| S. No. | Reference of Clause No. & Pg. No     | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response   |
|--------|--------------------------------------|---|--|--|
|        |                                      | iii. ITD shall pay to IA <del>depreciated</del> -value of assets being transferred <u>as reflected in IA books.</u>   |  |  |
|        |                                      | iv. All expenses related to transfer of assets shall be borne by ITD.   |  |  |
|        | Page 34                              | <u>In the event that the Project Director, NJRS, or the Implementation Agency, terminates the Agreement pursuant to the terms of this Agreement, the Project Director shall be responsible for payment of all fees for the services performed till the effective date of termination and reasonable termination towards unrecovered investments.</u>  |  |  |
| 60.    | <b>VOLUME III</b>                    | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |  |
|        | 6.1 THIRD PARTY PERSONNEL            | <del>(e) The OEM personnel will report directly to the Department on their work, observations and audit findings.</del>   |  |  |
|        |                                      | <del>(d) Project Director will seek the deployment of the OEM personnel through IA within the framework of this Agreement.</del>  |  |  |
|        | Page 34                              | (f) OEM personnel will be bound by <del>all the provisions of the Agreement including and not limited to</del> the confidentiality provisions provided herein.  | OEM if appointed by the IA will be responsible to IA.  | Article 6.1 (d) appearing on page 34 of Vol III stand deleted.<br>Article 6.1(c) is modified to read as - "The OEM personnel will report directly to the IA. However, the Project Director may seek clarifications/inputs from the OEM personnel directly on need basis on their work, observations and audit findings"<br>No other change |
| 61.    | <b>VOLUME III</b>                    | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |  |
|        | 6. Article VI: PERSONNEL             | In the event that the Department <u>and the IA</u> identifies any personnel of IA as "Key Personnel", then IA shall not remove or replace such personnel without the prior written consent of the Department under the applicable section of this Agreement, <u>which consent shall not be unreasonably delayed or withheld. No such consent shall be required in case of termination, illness, disability or death of the Key Personnel.</u> | "Key Personnel" needs to be mutually identified personnel.   | It is clarified that the consent shall not be unreasonably withheld. No such consent shall be required in case of illness, disability or death of the Key Personnel.   |
|        | 6.1 Supervision and Management       |   |  |  |
|        | Page 37                              |   |  |  |
| 62.    | <b>VOLUME III</b>                    | <b><u>Bidder suggests this provision be entirely deleted:</u></b>   |  |  |
|        | 6.6 Personnel during Exit Management | <del>(a) At any time during the exit management period, IA shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Department a list of all employees</del>  | List of personnel is not required as the IA will be responsible for performance as per the Exit Management Plan. | No Change  |
|        | Page 40                              |   |  |  |

| S. No. | Reference of Clause No. & Pg. No           | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response |
|--------|--|--|---|--------------|
|        |  | <del>(with job titles) of IA dedicated to providing the services at the commencement of the exit management period.</del>  |   |              |
| 63.    | <b>VOLUME III</b>                          | <b><u>Bidder suggests this provision be revised as under:</u></b>  | Self-explanatory.   | No Change    |
|        | 6.6 Personnel during Exit Management       | (d) If the Department hires the services of another agency on the expiry of the Agreement, or before that, to carry out the next phase of "roll out" of the application, IA shall <u>reasonably</u> cooperate with the new agency in knowledge transfer and the Department shall have the right to demand the presence of the required personnel from IA for this purpose. <u>Any knowledge transfer under this Article VI shall be pursuant to the mutually agreed knowledge transfer plan.</u> |   |              |
|        | Page 40                                    |  |   |              |
| 64.    | <b>VOLUME III</b>                          | <b><u>Bidder suggests this provision be revised as under:</u></b>  | IA understands that licenses, approvals, consents as referred are with reference to the materials provided by IA.                                     | No Change    |
|        | 7. ARTICLE VII: PROTECTION AND LIMITATIONS | v. Implementation Agency has and will have all necessary licenses, approvals, consents of third parties <u>for the materials provided by IA</u> and all necessary technology, hardware and software to enable it to provide the Services <u>unless otherwise specified</u> ;   |   |              |
|        | 7.1 Warranties                             |  |   |              |
|        | b.<br>Page 43                              |  |   |              |
| 65.    | <b>VOLUME III</b>                          | <b><u>Bidder suggests this provision be revised as under:</u></b>  | Update will be provided as per the Agreement.   | No Change    |
|        | 7. ARTICLE VII: PROTECTION AND LIMITATIONS | vii. Implementation Agency will use its reasonable endeavours to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services, are <del>updated</del> , new, operational and functional; and   |   |              |
|        | 7.1 Warranties                             |  |   |              |
|        | b.<br>page 43                              |  |   |              |
| 66.    | <b>VOLUME III</b>                          | <b><u>Bidder suggests this provision be revised as under:</u></b>  | IA shall not be responsible for breach of warranties resulting from reasons not attributable it. Such reasons are suggested by IA in its suggestions. | No Change    |
|        | 7. ARTICLE VII: PROTECTION AND LIMITATIONS | ii. The Project Assets shall be free from all encumbrances and defects / faults arising from design, material, manufacture or workmanship or from any act or omission of the IA, which may present a snag/fault, under normal use of the same.   |   |              |
|        | 7.1 Warranties                             | -  |   |              |

| S. No. | Reference of Clause No. & Pg. No   | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response                    |
|--------|--|---|---|---------------------------------|
|        | c.   | <u>The IA shall not be responsible for breach of warranty if such breach results from: (a) modification of the Project Assets or other Deliverable after delivery by the IA if such modification was not made by or on behalf of IA, (b) use of the Project Assets or other Deliverable in combination/operation with other products or systems which are not approved by IA and operation of the Project Assets or other Deliverable on incompatible hardware and/or software not recommended by IA, or (c) if Project Assets or other Deliverable has been used otherwise than in accordance with the relevant documentation and/or otherwise than for the purpose for which they have been developed or supplied, or (d) defects in components or materials provided to IA by the Project Director in connection</u> |   | No Change                       |
|        | page 43  |   |   |                                 |
| 67.    | <b>VOLUME III</b><br>7. ARTICLE VII: PROTECTION AND LIMITATIONS<br><br>7.1 Warranties<br><br>f.<br><br>page 44 | <b>Bidder suggests this provision be revised as under:</b><br>Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Implementation Agency <u>for reasons solely and entirely attributable to it</u> is unable to meet the obligations pursuant to the implementation of the Projects and/or provide the Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, the Project Director will, inter alia, have the option to invoke the Performance Guarantee after serving a written notice, fifteen days in advance on the Implementation Agency. Such right of the Project Director shall be without prejudice to any other rights or remedies available under law or contract. | IA needs to be responsible under this clause if the inability is for reasons attributable to the IA and not otherwise.            | Article 7.1 (f) stands deleted. |
| 68.    | <b>VOLUME III</b><br>7. ARTICLE VII: PROTECTION AND LIMITATIONS  | <b>Bidder suggests standard disclaimer on warranties as under be included:</b><br><u>EXCEPT AS SET FORTH IN THIS SECTION 7.1, THE IMPLEMENTATION AGENCY MAKES NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE</u>  | Bidder suggests inclusion of standard warranty disclaimer clause entailing disclaimer of warranties not set out in the Agreement. | As per RfP                      |

| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change) | ITD Response   |
|--------|----------------------------------|---|---|--|
|        |                                  | <u>IMPLEMENTATION AGENCY.</u>   |   |  |
|        | 7.1 Warranties                   |   |   |  |
|        | g.                               |   |   |  |
|        | page 44                          |   |   |  |
| 69.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |  |
|        | 7.2 Third Party Claims           | a. Subject to Article 7.2 (b) below, <del>Implementation Agency</del> <u>each party (as</u> the "Indemnifying Party") undertakes to indemnify <u>and defend</u> the <u>other party</u> <del>Project Director</del> <u>(as</u> 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 favour 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 <u>unless caused by negligence or wilful misconduct of the Indemnified Party.</u> | IA suggests mutual application of this clause.                  | As per RfP   |
|        | Page 44                          |   |   |  |
| 70.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |  |
|        | 7.2 Third Party Claims           | b. The indemnities set out in Articles 7.2 (a) <del>and (b)</del> shall be subject to the following conditions:   | There are no indemnities in 7.2(b). Reference corrected.        | Article 7.2 a) may be read as "Subject to Article 7.2 (b) below....."<br><br>Article 7.2 b) may be read as "The indemnities set out in Article 7.2 (a) shall be ....." |
|        | Page 44                          |   |   |  |
| 71.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>   | IA suggests that cap be limited to                              | No Change  |

| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response |
|--------|----------------------------------|---|---|--------------|
|        | 7.3 Limitation of Liability      | b. In all other cases not covered by 'a' above, the total financial liability of the Implementation Agency shall be limited to the <u>fees paid by the Project Director in the twelve months immediately preceding the date such liability arose</u> <del>value of the Agreement, arrived at as the sum of Capital Expenditure (CapEx) incurred by the Implementation Agency till the relevant date on which such liability is to be calculated and Operational Expenditure (OpEx) for a year, the CapEx being determined on the basis of the original purchase value of all the Assets being considered for CapEx calculation less depreciation and OpEx being determined in accordance with the market rate, prevailing as on the relevant date, for all service elements being considered for OpEx calculation. IA will provide the list of CapEx and OpEx items with their respective costs when asked by Project Director for the same and Project Director will have the right to get that list verified by any Third Party Agency (ies) before accepting it.</del> | annual contract value.  |              |
|        | Page 46                          |   |   |              |
| 72.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |              |
|        | 7.3 Limitation of Liability      | f. <u>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</u>  | The damages which are special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages be also excluded. | As per RfP   |

| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response   |
|--------|----------------------------------|--|---|--|
|        |                                  | <p>g. <u>IA shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under the Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Project Director or its employees or agents or third party service providers to perform any of its duties and obligations. In the event that IA is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Project Director, then IA shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which IA is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Project Director. Such failures or delays shall be brought to the notice of the Project Director and subject to mutual agreement with the Project Director, IA shall take such actions as may be necessary to correct or remedy the failures or delays on mutually agreeable terms.</u></p> | <p>IA should not be held responsible for delay or failure caused due to failure of the Project Director to comply with its corresponding obligations.</p> | <p>As per Rfp</p>  |
|        | Page 46                          |  |   |  |
| 73.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |  |
|        | 7.4 Force Majeure                | <p>b. The Party seeking to rely on Force Majeure shall promptly, within <del>two</del><u>seven</u> (<del>2</del><u>7</u>) days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence 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.</p>  | <p>2 days period is short a period.</p>   | <p>7.4 b) may be read as "The Party seeking to rely on Force Majeure shall promptly, within seven (7) days, notify the other Party ...."</p> |
|        | Page 47                          |  |   |  |
| 74.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>  | <p>IA should be held responsible under this clause if the failure is caused for reasons attributable to the IA and not otherwise.</p>                     |  |



| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response |
|--------|----------------------------------|--|---|--------------|
|        | 7.4 Force Majeure                | ii. Post commencement of operations: If Force Majeure had occurred post commencement of operations, upon its coming to an end, the Implementation Agency shall resume normal services under this Agreement immediately. The Project Director, if he considers it necessary, may grant an extension of time to the Implementation Agency for resuming normal services under this Agreement. However, the Project Director, or its nominee will deduct for each day of the extension period a percentage proportionate to the number of days and the volume(s) (measured in terms of ratio to the overall volume as recorded in the previous month) expected in the affected area(s) from the next payable amount as per Terms of Payment Schedule. If normal services are not resumed immediately or within the extended time, <a href="#">for reasons solely and entirely attributable to the IA</a> , the Project Director, will have the option to invoke the Performance Guarantee and/or obtain substitute performance from an alternate supplier at the cost of Implementation Agency and/or terminate the Agreement. | this clause if the failure is caused for reasons attributable to the IA and not otherwise.  |              |
|        | Page 47                          |  |   |              |
| 76.    | <b>VOLUME III</b>                | <b>Bidder suggests this provision be revised as under:</b>   |   |              |
|        | 7.4 Force Majeure                | e. e. Notwithstanding the terms of this Article, the failure on the part of the Implementation Agency under the Agreement or terms under the SLA to implement any disaster contingency planning and back-up and other data safeguards against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure <a href="#">unless such disaster contingency planning and back-up and other data safeguards are itself subject to Force Majeure event</a> .  | There may be instances where disaster contingency planning and back-up and other data safeguards itself be subject to Force Majeure event | No Change    |
|        | Page 48                          |  |   |              |
| 77.    | <b>VOLUME III</b>                | <b>Bidder suggests this provision be revised as under:</b>   |   |              |
|        | 7.6 Confidentiality              | 7.6 Confidentiality[ <a href="#">Note: Provision of confidentiality already covered in clause 9.1 below in detail</a> ]  | [ote: Provision of confidentiality already covered in clause 9.1 below in detail.   | No Change    |
|        | Page 49                          |  |   |              |

| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)                                 | ITD Response   |
|--------|----------------------------------|--|---|--|
| 78.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>  | The confidentiality obligation needs to have mutual application and a specific survival period. | "service provider" in Article 7.6 (ii) may be read as "IA"<br><br>Article 7.6 (iv) may be read as "information required to be furnished to the Parliament and/or its Committees <b>and/or Court or regulatory authority.</b> "<br><br>No other change. |
|        | 7.6 Confidentiality              | ii. information which has been developed independently by the <del>IA Service Provider</del> ;   |   |  |
|        |                                  | iii. disclosed to the public due to a court order or under the Right to Information Act; and   |   |  |
|        | Page 49                          | iv. information required to be furnished to the Parliament and/or its Committees <u>and/or Court or regulatory authority.</u>  |   |  |
|        |                                  | <u>f. The provisions of this clause 7.6 shall mutatis mutandis apply to the Project Director for protection of information of the IA shared pursuant to this Agreement.</u>  |   |  |
|        | e.                               | <u>g. The obligations under this clause 7.6 shall survive for a period of 3 years from expiration or termination of this Agreement.</u>  |   |  |
| 79.    | <b>VOLUME III</b>                | <b><u>Bidder suggests following provision be included:</u></b>   | Self-explanatory.   | No Change  |
|        | 7.7 Audit, Access and Reporting  | <u>g. c. Audits under this Agreement shall be conducted during normal working hours and upon reasonable advance written notice to the IA. The Project Director or its nominated agencies will: (i) comply with the IA's reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by the IA; and (ii) cooperate with the IA to minimize any disruption to the IA's business activities. Further, in no case shall the IA required to share information relating to its internal costing, profit and mark up</u> |   |  |
|        | Page 50                          |  |   |  |
| 80.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>  | Self-explanatory.   | Artcle 8.2 is modified to read   |

| S. No. | Reference of Clause No. & Pg. No       | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change) | ITD Response  |
|--------|--|---|---|---|
|        | 8. ARTICLE VIII: INTELLECTUAL PROPERTY | 8.1 The Project Data and NJRS Application Software, <u>specifically developed for the Project Director</u> <del>or acquired by or other</del> provided to the Implementation Agency <u>by the Project Director</u> for the provision of the Services in accordance with this Agreement shall remain the exclusive property of the Department. |   | as - "8.2 Unless otherwise specifically stated herein the Implementation Agency shall not use or disclose the Project Data in any manner, for any purpose other than for providing the Services under this Agreement. It is clarified that the content created or developed by the Implementation Agency for the purpose of the Project shall remain the property of the ITD. However, the judgment data (and not the appeal data) is allowed to be used commercially in electronic as well as print medium by the Implementation Agency, both during the contract period and subsequently, subject to approvals of any third party owners of information used for the Project such as the courts. Such approval of third parties, if required, shall be the responsibility of the Implementation Agency. Furthermore, such use, if any, shall be through separate servers. |
|        | Page 50                                |   |   |   |
| 81.    | VOLUME III                             | <b><u>Bidder suggests this provision be revised as under:</u></b>   | IA should not be responsible for any                            | No Change   |

| S. No. | Reference of Clause No. & Pg. No       | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response |
|--------|--|--|--|--------------|
|        | 8. ARTICLE VIII: INTELLECTUAL PROPERTY | 8.3 The Implementation Agency shall indemnify, defend and hold harmless Project Director and their respective officers, employees, successors and assigns, from and against any and all losses, claims or liabilities arising from claims by third parties that any Deliverable (or the access, use or other rights thereto) created by Implementation Agency pursuant to the Agreement, and/or the SLA, or Project Assets, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by Implementation Agency or sub-contractors to the Implementation Agency pursuant to the Agreement or the SLA (i) infringes a copyright enforceable in India, (ii) infringes any intellectual property rights including without limitation industrial right and/or patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) Project Director ; (B) third parties (i.e., other than Implementation Agency or Implementation Agency's sub-contractors) at the direction of Project Director. | Infringement Claims if such Infringement Claims results from reasons attributable to the IA and not otherwise. Such specific reasons are suggested by IA in its mark up suggestions. |              |

| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change) | ITD Response |
|--------|----------------------------------|---|---|--------------|
|        |                                  | <p><u>The IA shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim results from: (i) the IA's compliance with the Project Director's specific technical designs or instructions; (ii) inclusion in a Deliverable of any content or other materials provided by Project Director and the infringement relates to or arises from such Project Director materials or provided material; (iii) modification of a Deliverable after delivery by the IA to Project Director if such modification was not made by or on behalf of IA; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by the IA; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation; or (v) use of a superseded release of some or all of the Deliverables or Project Director's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the IA. The Project Director shall indemnify, defend and hold harmless the IA and its respective officers, employees, successors and assigns, from and against any and all losses, claims or liabilities arising from claims by third parties that any materials and other assistance (or the access, use or other rights thereto) provided by Project Director (i) infringes a copyright enforceable in India, (ii) infringes any intellectual property rights including without limitation industrial right and/or patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of India.</u></p> |   | No Change    |
|        | Page 50                          |   |   |              |
| 82.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Self-explanatory.   |              |

| S. No. | Reference of Clause No. & Pg. No       | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change) | ITD Response |
|--------|--|---|---|--------------|
|        | 8. ARTICLE VIII: INTELLECTUAL PROPERTY | 8.4 If, as a result of Infringement Claims, Project Director or its nominees or its employees or intended users are enjoined from using such Project Assets or Deliverables or any part thereof or in is likely to be enjoined, IA, at its <u>option and</u> expense, shall (i) modify such Project Asset and/or Deliverables (provided its functionality is not impaired) so that it is no longer infringing and obtains a certificate to the said effect from the party claiming infringement, (ii) replace such Project Asset and/or Deliverables with a functionally equivalent the same, or (iii) obtain the right for the Project Director to continue using the such Project Assets and/or Deliverables, <u>or (iv) ) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, IA shall refund the Project Director the fees effectively paid for that Project Asset and/or Deliverables provided by IA subject to depreciation for the period of use, on a straight line depreciation over a 5 year period basis.</u> Such remedies shall <del>not</del> be deemed to be the exclusive remedies for this Article, <del>but shall be in addition to all other remedies available at law or contract to the Project Director.</del> |   | No Change    |
|        | Page 50                                |   |   |              |
| 83.    | <b>VOLUME III</b>                      | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Self-explanatory.   | No Change    |
|        | 8. ARTICLE VIII: INTELLECTUAL PROPERTY | 8.5 If Implementation Agency uses in the course of the provision of the Services any Third Party System it will use all commercially reasonable endeavours to pass to the Project Director such third party's warranties relating to such Third Party Systems. In the event that such warranties cannot be passed through to or enforced by the Project Director, the Implementation Agency will enforce such warranties on Project Director's behalf and account to Project Director for so doing. For a third party product supplied under this Agreement, the IA shall <u>use all commercially reasonable endeavours to</u> pass on to the Project Director all the indemnities offered by such third party.   |   |              |
|        | Page 51                                |   |   |              |
| 84.    | <b>VOLUME III</b>                      | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Self-explanatory.   |              |

| S. No. | Reference of Clause No. & Pg. No       | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response |
|--------|--|---|---|--------------|
|        | 8. ARTICLE VIII: INTELLECTUAL PROPERTY | 8.6 With respect to ownership of the Deliverables <a href="#">specifically and exclusively developed for the Project Director</a> and Intellectual Property Rights in them, the Parties agree that the following shall apply:   |   |              |
|        | Page 51                                | i. All the rights, title, interest and ownership of the Deliverables <a href="#">specifically and exclusively developed for the Project Director</a> and their Intellectual Property Rights provided to Project Director by Implementation Agency during the course of its performance under this Agreement, and/or the SLA which includes but is not limited to software <a href="#">specifically and exclusively developed for the Project Director</a> shall vest in Project Director immediately on creation. To the extent that the Implementation Agency proprietary information is incorporated within the Deliverables, Implementation Agency and its employees engaged hereby grant to Project Director a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to Project Director at facilities and locations provided by Project Director, and prepare from them, use and copy derivative works for the benefit of and internal use of project, of such Implementation Agency proprietary information. The Project Director's rights pursuant to the preceding sentence include the right to disclose such Implementation Agency proprietary information to third party contractors solely for use on the Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and non-disclosure agreements reasonably required by the Project Director <a href="#">and IA. The foregoing license does not authorize Project Director to (a) separate Implementation Agency Proprietary Information from the Deliverable in which they are incorporated for creating a stand alone product for marketing to others; (b) independently transfer or alienate the Implementation Agency Proprietary Information in favour of any person, and/or (c) reverse compile or in any other way arrive at or attempt to arrive at the source code of the Implementation Agency Proprietary Information.</a> | IA agrees to license the Implementation Agency Proprietary Information subject to limitations suggested by IA in its suggestions. | No Change    |
| 85.    | VOLUME III                             | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Self-explanatory.   |              |

| S. No.  | Reference of Clause No. & Pg. No       | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response |
|---------|--|---|--|--------------|
|         | 8. ARTICLE VIII: INTELLECTUAL PROPERTY | i. The Implementation Agency undertakes to grant Intellectual Property Rights relating to the Implementation Agency proprietary information and which the Project Director and any relevant Replacement Implementation Agency require to enable them to provide or receive services substantially equivalent to the Services hereunder <u>subject to the license limitations in clause 8.6.i above.</u>   | As IA would be using its Pre-Existing IP, IA will provide the such IP in accordance with the suggestions as suggested by the IA. | No Change    |
|         | 8.7 and 8.8                            | ii. In respect of Implementation Agency's usage of third party Intellectual Property Rights, the Implementation Agency undertakes to <u>make reasonable endeavours to secure such consents or licenses from such third parties as are necessary to enable the Project Director to receive services substantially equivalent to the Services hereunder. Any such consents and licenses shall be at the Project Director's cost.</u> <del>The obligations of the Implementation Agency under this Article shall be considered part of the services performed by the Implementation Agency under the Exit Management Services as set forth in Schedule III of this Agreement.</del>  |  |              |
| Page 52 |  | <u>8.8 The Project Director acknowledges that in performing services under this Agreement, the Implementation Agency may use Contractor's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Implementation Agency prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the Implementation Agency Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, the Implementation Agency shall continue to retain all the ownership, the rights title and interests to all the Implementation Agency Pre-Existing IP including Implementation Agency proprietary information and nothing contained herein shall be construed as preventing or restricting the Implementation Agency from using the Implementation Agency Pre-Existing IP including Implementation Agency proprietary information in any manner. To the extent that any the Implementation Agency Pre-Existing IP or a</u> |  |              |

| S. No. | Reference of Clause No. & Pg. No       | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)                           | ITD Response |
|--------|--|---|---|--------------|
|        |  | <p><u>portion thereof is incorporated or contained in a deliverable under this Contract, the Implementation Agency hereby grants to the Project Director a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Contractor Pre-Existing IP in connection with the deliverables and only as part of the deliverables in which they are incorporated or embedded. The foregoing license does not authorizes the Project Director to (a) separate Contractor Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell, transfer or alienate the Implementation Agency Pre-Existing IP in favour of any person, and/or (c) reverse compile or in any other way arrive at or attempt to arrive at the source code of the Implementation Agency Pre-Existing IP.</u></p> |   |              |
| 86.    | <b>VOLUME III</b>                      | <b><u>Bidder suggests this provision be included:</u></b>   |   |              |
|        | 8. ARTICLE VIII: INTELLECTUAL PROPERTY | <p><u>8.9 All the intellectual property rights in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ the Implementation Agency's licensor and to the extent required for the purposes specified in the Contract the Project Director shall have user rights in accordance with license agreement (EULA) as applicable for use of such software.</u></p>   |   |              |
|        |  | <p><u>8.10 Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of the Agreement. For the purposes of clarity the Implementation Agency's shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables provided under the Contract for the Project Director , for any other client of the Implementation Agency. Nothing contained herein shall relieve either party of its confidentiality obligations with respect to the proprietary</u></p>   | Third party items will be governed by the end user license agreement of such third party. | No Change    |
|        | 8.9 and 8.10                           |   |   |              |
|        | Page 52                                |   |   |              |

| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response |
|--------|----------------------------------|---|--|--------------|
|        |                                  | <u>and confidential information or material of the other party.</u>   |  |              |
| 87.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Bidder suggests that confidentiality obligation needs to survive for a period of three (3) years from the expiration or any earlier termination of this Agreement. | No Change    |
|        | 9. ARTICLE IX: MISCELLANEOUS     | The provisions of this Article shall survive <u>for a period of three (3) years from</u> the expiration or any earlier termination of this Agreement.   |  |              |
|        | Page 54                          |   |  |              |
| 88.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Self-explanatory.  | No Change    |
|        | 9.3 Sub-Contractors              | Implementation Agency shall not sub-contract any work related to the following works related to the implementation of Project to be performed under the Agreement without the Project Director's prior written consent, <u>which consent shall not be unreasonably delayed or withheld.</u>   |  |              |
|        | Page 55                          |   |  |              |
| 89.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Prior to any termination for breach or failure, a cure period of no less than 30 days should be provided.  | No Change    |
|        | 9.5 Events of default            | (e) if the Implementation Agency and/or any of the consortium partners are/is in breach of or fails to observe or comply with any term, representation, warranty, covenant, undertaking or obligation contained under this Agreement <del>and the RFP</del> <u>inspite of no less than 30 days notice from the Project Director to the IA to cure such breach or failure.</u> |  |              |
|        | Page 57                          |   |  |              |
| 90.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Self-explanatory.  | No Change    |
|        | 9.5 Events of default            | (ii) In the case of occurrence of the Event of Default, the Project Director may, at their sole discretion and option, exercise any or all of, or a combination of, the following remedies, in addition to any other rights of the Project Director:  |  |              |
|        | Page 57                          | (a) Invoke the performance Bank Guarantee;  |  |              |
|        |                                  | (b) Impose <u>applicable</u> penalty under this Agreement <u>for such breach or failure</u> <del>or the RFP</del> ; and/or  |  |              |
|        |                                  | (c) Terminate the Agreement <u>in accordance with the termination provisions.</u>   |  |              |

| S. No. | Reference of Clause No. & Pg. No                  | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response |
|--------|---|---|--|--------------|
|        |   | <del>(iii) For the avoidance of doubt, it is clarified that no Event of Default shall entitle Implementation Agency to claim Force Majeure under this Agreement.</del>  |  |              |
| 91.    | <b>VOLUME III</b>                                 | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |              |
|        | 9.13 Entire Agreement                             | This Agreement, and the SLA, all schedules appended thereto and the contents and specifications of all the Volumes of the RFP <u>read with IA's proposal</u> (including the clarifications, explanations, errata, addenda and amendments thereof issued by the Project Director <u>and the IA</u> from time to time) constitute the entire agreement between the Parties with respect to their subject matter, <del>and as to all other representations, understandings or agreements which are not fully expressed herein.</del> <u>Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.</u> | In order for completeness of the entire agreement clause, Bidder has suggested few self-explanatory changes. | No Change    |
|        | Page 60   |   |  |              |
| 92.    | <b>VOLUME III</b>                                 | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |              |
|        | 10. ARTICLEX: DISPUTES RESOLUTION AND ARBITRATION | (f) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of their obligations under the Agreement without prejudice to a final adjustment in accordance with such award <u>unless such obligations itself are subject matter of dispute.</u>  | A party should not be expected to perform the obligation which itself is under dispute.                      | No Change    |
|        | 10.1 Dispute Resolution                           |   |  |              |
|        | Page 61   |   |  |              |
| 93.    | <b>VOLUME III</b>                                 | <b><u>Bidder suggests this provision be revised as under:</u></b>   | There may be instances where CR  | No Change    |

| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change) | ITD Response |
|--------|----------------------------------|--|---|--------------|
|        | 1.2 Change Control Note ("CCN")  | b. The Implementation Agency and the Project Director, while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in Volume I of the RFP <del>and is suggested and applicable only after the testing, commissioning and certification of the NJRS project implementation as set out in this Agreement.</del>  | (CCN) may be required prior to the certification.               |              |
|        | Page 63                          |  |   |              |
| 94.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |              |
|        | 1.3 Quotation                    | d. Such change request shall have to be implemented by the IA after approval of the department for the additional cost, effort and implementation time. <u>Unless otherwise mutually agreed, S</u> such change requests, cumulatively, shall not be more than 20% of the total price quoted by the bidder in their Commercial Bid as per the Commercial bid format provided in Volume 2.   | Self-explanatory.   | No Change    |
|        | Page 64                          |  |   |              |
| 95.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>  | Self-explanatory.   |              |
|        | 1.4 Costs                        | Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Implementation Agency meets the obligations as set in the CCN. In the event the Implementation Agency <u>for reasons solely and entirely attributable to it</u> is unable to meet the obligations as defined in the <u>agreed</u> CCN then the <u>incremental</u> cost of getting it done by third party will be borne by the Implementation Agency <u>subject to maximum of five (5) percent of the fees that otherwise would have been payable to the IA for such agreed CCN.</u> | IA assumes this clause apply to agreed CCNs.                    | No Change    |
|        | Page 64                          |  |   |              |
| 96.    | <b>VOLUME III</b>                | <b><u>Bidder suggests this provision be revised as under:</u></b>  | During the exit management period, IA                           | No Change    |

| S. No. | Reference of Clause No. & Pg. No                                | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)                                     | ITD Response |
|--------|---|---|---|--------------|
|        | SCHEDULE III: EXIT MANAGEMENT SCHEDULE<br><br>Page 69           | c. Continuity and performance of the Services at all times including the duration of the Agreement and post expiry of the Agreement is a critical requirement of the Department. It is the prime responsibility of Implementation Agency to ensure continuity of Services at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded. Further, <u>in accordance with the mutually agreed exit management plan</u> , Implementation Agency is also responsible for all activities required to train and transfer the knowledge to the Replacement IA to ensure similar continuity and performance of the Services post expiry of the Agreement. Implementation Agency will be required to carry out a gap analysis of the facilities and arrangements made by the Replacement IA and specifically inform the Department. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.             | will perform as per the mutually agreed exit management plan.                                       |              |
| 97.    | <b>VOLUME III</b><br><br>SCHEDULE III: EXIT MANAGEMENT SCHEDULE | <b><u>Bidder suggests this provision be revised as under:</u></b><br><br>d. The exit management period starts, in case of expiry of Agreement, at least six months prior to the expiry of the Agreement or in case of termination of Agreement, on the date when the notice of termination is sent to the Implementation Agency and continues till the time exit management services are executed <u>in accordance with the mutually agreed exit management plan, which in no case shall exceed the effective date of the expiry or termination of the Agreement, as the case may be to the satisfaction of the ITD</u> . The exit management period is for facilitating a seamless transfer of Services to the Replacement IA <u>in accordance with the mutually agreed exit management plan to the satisfaction of the Project Director</u> . The ITD has the right to alter in consultation <u>and agreement</u> with the IA, the timelines mentioned here based on the circumstances prevailing at the time of availing the Exit Management Services. | During the exit management period, IA will perform as per the mutually agreed exit management plan. | No Change    |

| S. No. | Reference of Clause No. & Pg. No                           | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change) | ITD Response  |
|--------|--|---|---|---|
|        | 3.1 Purpose  |   |   |   |
|        | Page 69  |   |   |   |
| 98.    | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Self-explanatory.   |   |
|        | 3.2 Transfer of Assets owned by the Implementation Agency. | a. The Project Director shall be entitled to serve notice in writing to the Implementation Agency at any time during the exit management period as detailed hereinabove requiring the Implementation Agency and/or its sub-contractors to provide the Project Director with a complete and up to date list of the Assets within 30 days of such notice. The Project Director shall then be entitled to serve notice in writing on the Implementation Agency at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Implementation Agency to sell to the Project Director the <u>tangible</u> Project Assets including all infrastructure, equipment, networking, hardware, <del>software Intellectual Property Rights etc.</del> created for the Project, to be transferred to the Project Director under this Agreement at <u>the then book value of the IA</u> <del>a combined token price of Rupee 1</del> as of the date of such notice in accordance with the provisions of this Agreement. Any premises provided by the Project Director or the Department to the IA for delivery of the Services shall revert to the Project Director. <u>The tangible Assets will be sold only to the extent they are saleable and not otherwise.</u> | IA understands this provision applies to tangible items.        | Article 3.2 (a) is to be read as " a. The Project Director shall be .... , to be transferred to the Project Director, subject to Article 5.3 of this Agreement, at a combined token price of Rupee 1 ....Any premises provided by the Project Director or the Department to the IA for delivery of the Services shall revert to the Project Director" |
|        | Page 70  |   |   |   |
| 99.    | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |   |
|        | 3.2 Transfer of Assets owned by the Implementation Agency. | b. In case of Agreement being terminated by Project Director, Project Director reserves the right to ask IA to continue running the project operations for a period of six months <u>subject to agreement of the parties on the pricing and commercials for such extended period.</u>   | Self-explanatory.   | No Change   |
|        | Page 70  |   |   |   |

| S. No. | Reference of Clause No. & Pg. No  | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)                        | ITD Response  |
|--------|---|---|--|---|
| 100.   | VOLUME III  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |   |
|        | 3.2 Transfer of Assets owned by the Implementation Agency.                    | iii. the Project Director shall pay to the Implementation Agency on the last day of the exit management period a sum <u>at the then book value of the IA</u> <del>representing a combined token price of Rupee 1</del> for all the <u>tangible</u> Assets as of the date of such notice in accordance with the provisions of this Agreement of the Project Assets to be transferred as stated in the Terms of Payment Schedule. | Self-explanatory.  | Article 3.2 (c)(iii) is to be read as "iii. the Project Director shall pay to the Implementation Agency on the last day of the exit management period, subject to article 5.3 of this Agreement, a sum representing a combined token price of Rupee 1 for all the Assets....Schedule" |
|        | Page 70   |   |  |   |
|        | c.  |   |  |   |
| 101.   | VOLUME III  | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Self-explanatory.  |   |
|        | 3.2 Transfer of Assets owned by the Implementation Agency.                    | The outgoing IA will <u>endeavour to</u> pass on to Project Director and/or to the Replacement IA, the subsisting rights in any leased properties/ licensed products <u>which are exclusively used for the Project Director</u> on terms not less favourable to Project Director/ Replacement IA, than that enjoyed by the outgoing IA <u>subject to agreement of the relevant third party.</u>                                 | IA agrees to perform its obligations subject to agreement of the relevant third party. | No Change   |
|        | page 71   |   |  |   |
| 102.   | VOLUME III  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |   |
|        | 3.4 Confidential Information, Intellectual Property Rights, Security and Data | All Intellectual Property Rights related to the Project and /or documentation relating to Project's Intellectual Property Rights, <u>which are specifically developed for the Project Director;</u>   | Self-explanatory.  | As per RfP  |
|        | Page 71   |   |  |   |
| 103.   | VOLUME III  | <b><u>Bidder suggests this provision be entirely deleted:</u></b>   | Self-explanatory.  | Article 3.4 (b) is to be read as -  |

| S. No. | Reference of Clause No. & Pg. No   | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response  |
|--------|--|---|---|---|
|        | 3.4 Confidential Information, Intellectual Property Rights, Security and Data<br>Page 72 | <del>b. Before the expiry of the exit management period, the Implementation Agency shall deliver to the Project Director all new or updated materials from the categories set out in Article above and shall not retain any copies thereof.</del>   |   | <i>"b. Before the expiry of the exit management period, the Implementation Agency shall deliver to the Project Director all new or updated materials from the categories set out in Article above and subject to the provisions of Article 8.2, shall not retain any copies thereof "</i> |
| 104.   | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |   |
|        | 3.5 Employees  | 3.5 Employees   |   |   |
|        |  | <del>a. Promptly on reasonable request at any time during the exit management period, the IA shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Project Director a list of all employees (with job titles) of the IA dedicated to providing the services at the commencement of the exit management period;</del> |   |   |
|        | Page 72  | <del>b. Project Director, or the Replacement IA may make an offer of employment or contract for services to any employee of the IA and the IA shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Project Director or any Replacement IA.</del>  | Each party should not solicit for employment or employ other party's personnel involved for the project during the term such personnel is involved for the project and twelve (12) months thereafter. | No Change   |
|        |  | c. Promptly on reasonable request at any time during the exit management period, the IA shall, <u>in accordance with the exit management plan,</u> facilitate training and knowledge transfer for ITD and/or any Replacement IA as reasonably required understanding the methods of delivery of the services employed by the IA.  |   |   |
| 105.   | <b>VOLUME III</b>  | <b><u>Bidder suggests this provision be revised as under:</u></b>   | IA agrees to perform its obligations at the Project Director's cost.  | No Change   |

| S. No. | Reference of Clause No. & Pg. No   | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)   | ITD Response |
|--------|------------------------------------|---|---|--------------|
|        | 3.6 Transfer of Certain Agreements | On request by the Project Director, the IA <u>at the Project Director's cost</u> shall effect such assignments, transfers, licenses and sub- licenses as the Project Director may require in favor of the Project Director, or its Replacement IA in relation to any equipment, lease, maintenance or service provision agreement between IA and third party lessors, vendors, and which are <u>exclusively</u> related to the services and reasonably necessary for the carrying out of replacement services by the Project Director or its Replacement IA.  |   |              |
|        | Page 74                            |   |   |              |
| 106.   | <b>VOLUME III</b>                  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |              |
|        | 3.7 Rights of Access to Premises   | b. The Implementation Agency shall also give the Project Director or its nominated agencies, or any Replacement Implementation Agency right of reasonable access to the Implementation Agency's premises <del>and shall procure the Project Director or its nominated agencies and any Replacement Implementation Agency rights of access to relevant third party premises</del> during the exit management period and for such period of time following termination or expiry of the Agreement as is reasonably necessary to migrate the services to the Project Director or its nominated agencies, or a Replacement Implementation Agency. | IA agrees with the access requirements under this clause and understands that Project Director will comply with IA's standard requirements as suggested by IA herein. | No Change    |
|        |                                    | c. <u>Any access in this clause shall be with prior written notice and during the applicable working hours in such premises subject to the Project Director or its nominated agency, or a Replacement IA compliance with the security and confidentiality guidelines as applicable in such premises.</u>  |   |              |
|        | Page 74                            |   |   |              |
| 107.   | <b>VOLUME III</b>                  | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |              |
|        | 3.9 Exit Management Plan           | d. <u>Unless otherwise specified in this Schedule or the Exit Management Plan,</u> the terms of payment as stated in the Terms of Payment Schedule include the costs of the Implementation Agency complying with its obligations under this Schedule.   | As this Schedule deals with the exit management, the terms of the payments under this Schedule and exit management plan should also be considered.                    | No Change    |
|        | Page 75                            |   |   |              |

| S. No. | Reference of Clause No. & Pg. No  | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change) | ITD Response |
|--------|---|---|---|--------------|
| 108.   | <b>VOLUME III</b>   | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |              |
|        | 3.9 Exit Management Plan  | During the exit management period, the Implementation Agency shall use its <del>best</del> <u>reasonable</u> efforts to deliver the services.   | Self-explanatory.   | No Change    |
|        |   | Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule <u>and the Exit Management Plan</u> . |   |              |
|        | Page 75-76  |   |   |              |
| 109.   | <b>VOLUME III</b>   | <b><u>Bidder suggests this provision be deleted</u></b>   |   |              |
|        | SCHEDULE VI: TERMS OF PAYMENT SCHEDULE  | <del>No payment shall be made before the project is declared Go-Live as prescribed in the RFP.</del>  | Payment terms as mutually agreed needs to apply.                | No Change    |
|        | Page 79   |   |   |              |
| 110.   | <b>VOLUME III</b>   | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |              |
|        | SCHEDULE VI: TERMS OF PAYMENT SCHEDULE  | o Payment shall be subject to <u>undisputed</u> penalty adjustment, if any, revealed during the SLA credit/ debit calculation or otherwise.     | Any adjustment needs to be only if it is undisputed.            | No Change    |
|        | iv. The IA would be paid by the Project Director for NJRS project as per the details given below: |   |   |              |
|        | Page 79   |   |   |              |
| 111.   | <b>VOLUME III</b>   | <b><u>Bidder suggests this provision be revised as under:</u></b>   |   |              |
|        | SCHEDULE VI: TERMS OF PAYMENT SCHEDULE  | Cost of third party audits, shall be borne by the Department <u>(the Project Director)</u> .  | Self-explanatory.   | No Change    |
|        | Page 79   |   |   |              |

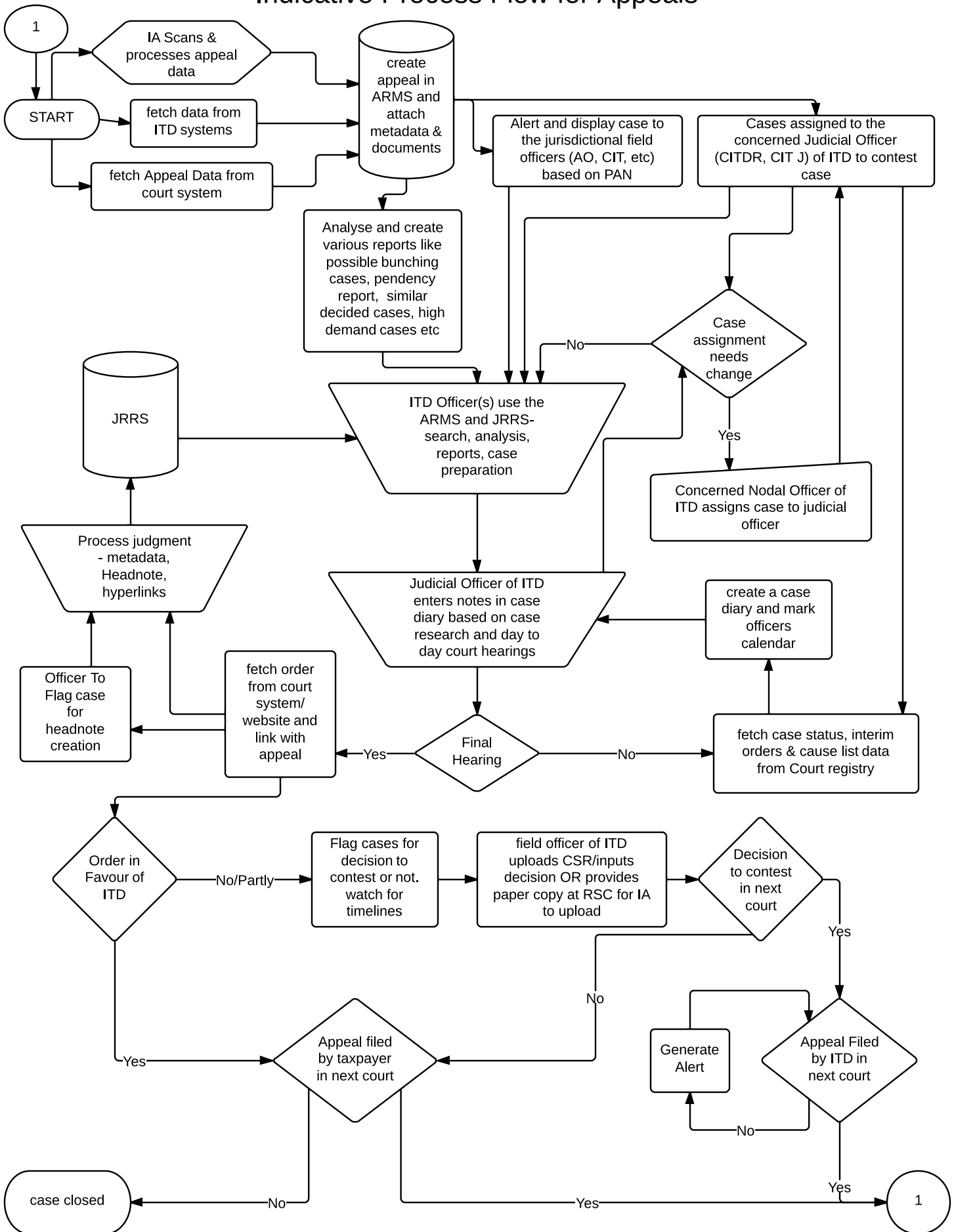
| S. No. | Reference of Clause No. & Pg. No       | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change)  | ITD Response |
|--------|--|---|--|--------------|
| 112.   | VOLUME III                             | <b><u>Bidder suggests this provision be revised as under:</u></b>   |  |              |
|        | SCHEDULE VI: TERMS OF PAYMENT SCHEDULE | c. In the event of premature termination of the Agreement prior to the Go-Live, the Implementation Agency shall not be eligible to receive any further compensation or payment from the date of termination <u>except for the payment of the services performed till the date of termination and reasonable termination compensation towards unrecovered investments.</u>   | On termination IA will be entitled to the payment of the services performed till the date of termination and reasonable termination compensation towards unrecovered investments | No Change    |
|        | Page 80                                |   |  |              |
| 113.   | VOLUME III                             | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Self-explanatory.  |              |
|        | SCHEDULE VI: TERMS OF PAYMENT SCHEDULE | d. In the event of the premature termination of the Agreement post-commencement of the operations i.e. post Go-Live, the Implementation agency would be eligible to be paid pursuant to the provisions of the Agreement <u>which will also include the payment for the services performed till the date of termination and reasonable termination compensation towards unrecovered investments.</u>   |  | No Change    |
|        |  | e. <u>All invoices and bills will be raised by Implementation Agency as per the mutually agreed payment schedule and will become due for payment within thirty (30) days of presentation. Any invoice remaining unpaid after a period of thirty days shall be treated as a debt owed by the Project Director to the Implementation Agency and the Implementation Agency shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2%. Without prejudice to the other rights available, the Implementation Agency also reserves the right to withhold the provision of services till such time all the payments due to it have been made by the Project Director and any such withholding by the Implementation Agency shall not be treated as breach by it of the provisions of the Agreement.</u> | Being the service provider, IA understands it shall receive timely payments. The interest provision suggestions provide for remedy to IA for non payments.                       | No Change    |
|        | Page 80                                |   |  |              |
| 114.   | VOLUME III                             | <b><u>Bidder suggests following be added in the SLA:</u></b>  | Standard exclusions on SLA suggested.  |              |

| S. No. | Reference of Clause No. & Pg. No           | Deviation in the Proposal (suggested by the bidders)  | Brief Reasons (as given by the bidder for the suggested change) | ITD Response               |
|--------|--|---|---|----------------------------|
|        | 3. APPLICABILITY OF THE MSA                | <u>In no event the total penalties under this Agreement and Annexure hereto payable by the IA in a given month shall exceed 5 percent of the fees applicable in the month in which such penalties become applicable.</u>  |   | No Change                  |
|        |  | <u>The IA shall not be responsible for failure of any Service Levels in accordance with this Agreement if such failure is caused due to reasons attributable to or failure of the Project Director Agency or the other service providers to perform its or their obligations or for force majeure event.</u>  |   | No Change                  |
|        | 3.1  | <u>Time lost due to following reasons shall be counted in Uptime while calculating Uptime requirement: (1) the scheduled outages planned in advance for the Project Director and the link failures within SLA limits agreed with network service providers, (2) time lost due to power or environment failures, (3) time taken to recover the system because of power or environment failures, (4) time lost due to damage or malfunction of the equipment or any of the unites thereof due to causes attributable to the Project Director, such as attachment of additional devices, making alteration to the system, participate in maintenance of the system, etc., without the SP's consent, (5) time taken for booting the systems, (6) time taken for the Project Director to approve the work around or fix, or (7) time taken by the third party vendors and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarifications.</u> |   | No Change                  |
|        | Page 86                                    |   |   |                            |
| 115.   | <b>VOLUME III</b>                          | <b><u>Bidder suggests this provision be revised as under:</u></b>   | Self-explanatory.   |                            |
|        | The Procedure for Replacing Key Personnel. | IA will give an advanced notice in writing of not less than four weeks on its intention to replace the <u>identified</u> core team member.  |   | No Change                  |
|        |  | (b) After getting the approval of the Project Director, IA will propose an equivalent profile as replacement. <u>Any such approval shall not be unreasonably delayed or withheld. However, any such approval shall not be required in case of termination, illness, disability or death of a core team member.</u>  |   | PI see response to Q No 61 |
|        | Page 89                                    | (f) The costs associated with replacements like conducting interviews, travel costs of the replacement  |   | No Change                  |

| S. No.                              | Reference of Clause No. & Pg. No                  | Deviation in the Proposal (suggested by the bidders)   | Brief Reasons (as given by the bidder for the suggested change)             | ITD Response   |
|-------------------------------------|---|--|---|--|
|                                     |   | profile will be completely borne by IA <u>if the replacement is initiated by IA and in all other cases such costs shall be borne by the Project Director.</u>  |   |  |
| 116.                                | <b>VOLUME III</b>                                 | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |  |
|                                     | SCHEDULE XI –INTEGRITY PACT                       | In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. <u>Any such IEM shall not be competitor of the IA.</u>  | Bidder understands that IEM so appointed shall not be competitor of the IA. | No Change  |
|                                     | Page 91   |  |   |  |
| 117.                                | <b>VOLUME III</b>                                 | <b><u>Bidder suggests this provision be revised as under:</u></b>  |   |  |
|                                     | SCHEDULE XI –INTEGRITY PACT                       | The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access <del>without restriction to</del> all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, <del>unrestricted and unconditional</del> access to <del>his</del> project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/Subcontractor(s) with confidentiality. | The access to IEM may be limited to the scope of monitoring of IEM.         | No Change  |
|                                     | Section 8: Independent External Monitor/Monitor s |  |   |  |
|                                     | Page 94   |  |   |  |
|                                     |   |  |   |  |
| <b>Other Changes/Clarifications</b> |   |  |   |  |
| 118                                 | Vol III names of Parties to the Agreement         |  |   | In case the Implementation Agency is a consortium, the names of all the consortium partners are to be mentioned in the opening para of the Agreement. The agreement will be executed by the prime bidder and the other consortium partner is to sign as confirming party |
| 119                                 | Vol III, Article 9.4 , Consortium Page 57         |  |   | Article 9.4 (a) of Vol III is modified to read as - "a. It is mutually agreed between the consortium partners that the   |

| S. No. | Reference of Clause No. & Pg. No | Deviation in the Proposal (suggested by the bidders) | Brief Reasons (as given by the bidder for the suggested change) | ITD Response   |
|--------|----------------------------------|--|---|--|
|        |                                  |  |   | <p><i>prime bidder shall be the single point of contact for the entire Project and for day to day Project coordination and shall be responsible for all obligations or claims arising from the liabilities statutory or otherwise, concerning the consortium partners unless otherwise expressly stated herein under this Agreement"</i></p> |

### Indicative Process Flow for Appeals



# Indicative Process Diagram for DGIT(L&R)

