

**Reply to the Pre Bid Queries for “Engaging a Consultancy Firm for System & Process re-engineering and preparation of RFP for total automation of the Department”**

S .No.	Reference	Subject/existing clause	Clarification Sought	Suggestions / Remarks (if any)	Department’s Reply
<b>ERNST AND YOUNG</b>					
Sr. No.	Reference	Subject/ existing clause	Clarification Sought	Suggestions / Remarks (if any)	Department’s Reply
1	Section 12, Page No. 10	PENALTIES FOR LATE DELIVERY	Penalty ranging from 2% to 3% per week of delay will be imposed on the total payment subject to a maximum of 12% of the total payment. Quantum of the penalty will be decided by Director, Town and Country Planning which shall be final and binding	<b>Please consider the following as amendment/ addition in the clause:</b> <ul style="list-style-type: none"> <li>Request you to keep the maximum penalty at 10% of the total payment</li> <li>And, the penalty would only be applicable for the delay which shall be purely attributable to the consultant</li> </ul>	No change
2	Section: 6, Page No. 09	“.....integration of the GIS data with the MIS applications”/ Clause 6	Kindly clarify if a complete end-to-end new MIS application is to be developed, parts of MIS identified during the TO-BE phase are to be developed or T&CP already has an existing one. In case parts of MIS identified during the TO-BE phase are to be developed, then please clarify if the platforms to be utilized shall be of the same technology or a technology upgrade is envisaged for MIS application. Kindly clarify the MIS application/(s) with which GIS data integration is envisaged		Application development is to be done for the total automation of the Department and consultant shall accordingly study the system and suggest.
3	Section: 6, Page No. 09/ Activity-II	This will include visit to the field offices, Circle Offices and HQ and interaction with officers/officials at different levels and ascertain their requirement from the proposed computerization exercise	Kindly explain that, required number of field offices necessary to visit? With respect to activity-II under the Clause 6: Scope “Visit to the field offices”, for the preparation of As-Is report and work thereafter.		This requirement is to be assessed by the consultant itself.
4	Section: 7, Page No. 10, Point No. 2	MANPOWER ASSIGNED FOR THE PROJECT: 2. Senior Consultant – Urban Planner	Qualification: Bachelor / Masters in Urban Planning with 60% Marks. Shall have experience of handling IT Projects / Government Process reengineering projects	Since this exercise require a lot of GIS specific interventions & inputs, we request if one of the mentioned resource be replaced with GIS expert	No change

5	Section 23, Page No. 14	LAST DATE OF PRICE BID SUBMISSION	The sealed envelopes containing the price sheet shall reach the Department upto 3:00 PM on 25.07.19.	Request you give at least 2 weeks of time after the issue of the corrigendum.	No change
6	Section 6, Page No. 8	DELIVERABLES AND TIME LINES	As-Is Study Report Draft (T1) = T + 1 month As-Is Study Report Final (T2) = T1 + 1 month To-Be Study Report Draft (T3) = T2 + 1 month To-Be Study Report Final (T4) = T3 + 1 month Consultant shall make detailed presentation before the Director, Town and Country Planning and/or any committee constituted by the Department. The feedback / suggestions of the Department are to be incorporated in the reports. Payment will be released on approval of the report by the Department as per the Payment Terms defined	Please include the following clause: For following Deliverables: As-Is Study Report Draft To-Be Study Report Draft Only the Submission would suffice and Payment will be released on submission of the report by the Consultant as per the Payment Terms defined For following Deliverables: As-Is Study Report Final To-Be Study Report Final Consultant shall make detailed presentation before the Director, Town and Country Planning and/or any committee constituted by the Department. The feedback / suggestions of the Department are to be incorporated in the reports and Department would have not more than 15 dates to respond and get the changes incorporated in the deliverable(s), if it not done within 15 days of report submission then the report would be deemed approved.	On submission of a report, Department will make efforts to provide its feedback within 7 days and in no case delay will be beyond 15 days.  However, there will be no deemed approval.
7	Section 11, Page No. 12	DELIVERABLES AND TIME LINES	Engaged Consultancy firm will complete the above scope within 6 months from the date of award of work	Request you to amend the clause and provide at least 9 months of timelines for the said deliverables	No change
8	Page No. 21	Annexure - 1: PERFORMANCE BANK GUARANTEE FORMAT	There is no Notwithstanding clause in the PBG format	Request to add the following Notwithstanding clause as part of the PBG format: Notwithstanding anything to the contrary contained herein- Our liability under this Guarantee shall not exceed Rs. /- This Bank Guarantee shall be valid up to (being the date of expiry of the guarantee) We are liable to pay up to the guarantee	Following may be appended in the Performance Bank Guarantee format:  Notwithstanding anything to the contrary contained herein- Our liability under this Guarantee shall not exceed

				amount only and only if we receive from you written claim or demand no later than 12 months from the said expiry date. (Date of expiry of guarantee). (Unless a suit or action to enforce the claim under this Guarantee made on or before date of expiry of the guarantee, all your rights under this Bank Guarantee shall be extinguished and we shall have be relieved and discharged from all liabilities thereunder, irrespective of return of original Bank Guarantee. "	Rs. (Bank Guarantee amount) /- This Bank Guarantee shall be valid up to (being the date of expiry of the guarantee) We are liable to pay up to the guarantee amount only and only if we receive from you written claim or demand no later than 12 months from the said expiry date. (Date of expiry of guarantee).
9	Section No. 9, Page no. 20	Limitation of Liability	The overall liability, whether in contract, or otherwise, shall not exceed the amount of fees paid to the consultant. The consultant will not be liable for any indirect / consequential losses	<b>Please add the following in the existing clause:</b> Limitation of Liability: The Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	No change
10	Section 24, Page No. 16	Termination	The selected bidder can also terminate the contract by giving one month's notice if the selected bidder reasonably determines that it can no longer provide the service in accordance with applicable law or professional obligations.	<b>Please amend the clause as below:</b> Termination - EY may terminate this Agreement, or any particular service, immediately upon written notice to Client if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations	No change
<b>DELOITTE</b>					
Sr. No.	Reference	Subject/existing clause	Clarification Sought	Suggestions / Remarks (if any)	Department's Reply

11	Page – 10, Point 7 – MANPOWER ASSIGNED FOR THE PROJECT	<p>Resources as per the following details are to be assigned by the selected bidder for execution of the project.</p> <p><b>Note:</b> A consultant having exposure to functioning of Government Department, preferably Town Planning / Urban Development shall be preferred.</p>	<p>Considering the nature of the assignment and the activities envisaged under the assignment, we believe that profile of the resources should be widened. Since the key activities involve study and analysis of various systems and processes associated with the Department, we propose the following:</p> <table border="1" data-bbox="611 300 1328 651"> <thead> <tr> <th>Sr. No</th> <th>Resources</th> <th>Required number</th> <th>Qualification</th> <th>Experience</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Principal consultant</td> <td>1</td> <td>Bachelor/Masters in Urban Planning with 60% marks. Shall have experience of handling IT projects/Govt. Process re-engineering projects</td> <td>&gt;=10 years &amp; &lt;15 years</td> </tr> <tr> <td>2</td> <td>Senior Consultant-Functional</td> <td>2</td> <td>Bachelor/Masters in any discipline with experience in Govt. Process Reengineering/Urban Projects</td> <td>&gt;=6 years &amp; &lt;10 years</td> </tr> <tr> <td>3</td> <td>Senior Consultant-Technical</td> <td>2</td> <td>Bachelor/Masters in Computer Science/IT with experience in e-Govt. Projects</td> <td></td> </tr> </tbody> </table>	Sr. No	Resources	Required number	Qualification	Experience	1	Principal consultant	1	Bachelor/Masters in Urban Planning with 60% marks. Shall have experience of handling IT projects/Govt. Process re-engineering projects	>=10 years & <15 years	2	Senior Consultant-Functional	2	Bachelor/Masters in any discipline with experience in Govt. Process Reengineering/Urban Projects	>=6 years & <10 years	3	Senior Consultant-Technical	2	Bachelor/Masters in Computer Science/IT with experience in e-Govt. Projects		<p><b>Suggestion:</b> It is suggested to modify the date of interview as <b>26.7.2019</b> as interviews may be taken at the time of presentation itself.</p>	<p>Qualification of Principal Consultant is amended as follows: Bachelor/Masters in Urban Planning with 60% marks. Shall have experience of handling IT projects/Govt. Process re-engineering projects. <b>OR</b> Bachelor/Masters in Engineering in Computer Science with 60% marks. Shall have experience of handling Urban Planning automation projects in the Govt. sector.</p> <p>No change in qualification of any other consultant</p> <p>Date of interview is scheduled as 26.07.19</p>
Sr. No	Resources	Required number	Qualification	Experience																					
1	Principal consultant	1	Bachelor/Masters in Urban Planning with 60% marks. Shall have experience of handling IT projects/Govt. Process re-engineering projects	>=10 years & <15 years																					
2	Senior Consultant-Functional	2	Bachelor/Masters in any discipline with experience in Govt. Process Reengineering/Urban Projects	>=6 years & <10 years																					
3	Senior Consultant-Technical	2	Bachelor/Masters in Computer Science/IT with experience in e-Govt. Projects																						
12	Page-11, point-8 TECHNICAL PROPOSAL SECTION 2	<p>SIMILAR PROJECTS</p> <p>The bidders to submit details of similar projects executed for any Central Government / State Government / Ministry in India in the last three years in the following format:</p> <p>Copy of the Work Orders and their completion certificate is to be attached. In case a project is not yet completed, a certificate</p>	<ul style="list-style-type: none"> <li>We request to elaborate on 'similar experience'. Considering the scope of assignment, we believe that e-Governance projects with Central/ State Govt. departments related to study/ analysis of systems/ processes, RFP preparation etc. would be considered as similar experience.</li> <li>Since getting Completion Certificate is practically difficult from Govt. departments, even after successful completion of the project, we request to consider Letter of Project Extension, in lieu of Completion Certificate. Receiving Project Extension implies that the original engagement has been completed by the consultant.</li> </ul>		<p>Similar experience means projects involving Process reengineering and RFP preparation of IT services for Central / State Government / PSUs / Ministries in India</p>																				

		from the client regarding satisfactory performance is to be submitted.			
13	Page – 14, Point – 16 - PAYMENT TERMS	<p><b>11. PAYMENT TERMS</b></p> <p>i. 10% Payment will be released after acceptance of the Draft As-Is Report</p> <p>ii. 10% Payment will be released after acceptance of the Final As-Is Report</p> <p>iii. 20% Payment will be released after acceptance of the Draft To-Be Report</p> <p>iv. 20% Payment will be released after acceptance of the Final To-Be Report</p> <p>v. 40% Payment will be released after acceptance of RFP Document</p>	<p>The payment schedule is skewed towards RFP Document with 40% of the contract value. We believe that payments should be in line with the efforts/ man-months incurred to the respective deliverables. Hence, we propose the proportionate payments as below.</p> <p>i. 20% Payment for the Draft As-Is Report</p> <p>ii. 20% Payment for the Final As-Is Report</p> <p>iii. 20% Payment for the Draft To-Be Report</p> <p>iv. 20% Payment for the Final To-Be Report</p> <p>v. 20% Payment for the RFP Document</p>		No change
14	Page – 13, Point 11 - DELIVERABLES AND TIME LINES, Sub Point - i	<p>Payment will be released on approval of the report by the Department as per the Payment Terms defined.</p>	<ul style="list-style-type: none"> <li>• Payment should be linked to submission of reports and not to acceptance of reports.</li> <li>• We request to define the time period (say, 1 week) for acceptance of each report beyond which report should be considered as deemed accepted</li> </ul>		<p>No change in payment terms.</p> <p>However, on submission of a report, Department will make efforts to provide its feedback within 7 days and in no case delay will be beyond 15 days.</p>
15	Page – 14, Point – 17 - PENALTIES FOR LATE DELIVERY	<p>Penalty ranging from 2% to 3% per week of delay will be imposed on the total payment subject to a maximum of 12% of the total payment. Quantum of the penalty will be</p>	<p>We request to modify this clause as follows: For every week of delay in submission of defined deliverable, a penalty of 0.5% of related milestone amount will be imposed subject to a maximum of 10% of the total payment of that milestone. The penalty is applicable only when delay is solely attributable to Consultant</p>		No change

		decided by Director, Town and Country Planning which shall be final and binding.			
16	Page – 19, Point – 28 – CONFIDENTIALITY	These obligations shall be valid for a period of 3 years from the date of termination of this project /Agreement	We request to modify this clause as follows: These obligations shall be valid for a period of 1 year from the date of termination of this project/Agreement		No change
17	Page – 16, Point – 22 – PERFORMANCE BANK GUARANTEE, Sub Point - i	The selected vendor within 15 (fifteen) days of award of work shall furnish unconditional irrevocable Performance Bank Guarantee of 10% of the total value of the project cost from a Nationalized Bank in favor of "The Director, Town and Country Planning Haryana" on the prescribed Format (as mentioned at Annexure 1), valid for nine months from the date of award of work. The said Performance Bank Guarantee be extendable by the Department as per the requirement and shall be kept in full force and effect for the full term of the project. Further, the decision of the Department with regard to the Performance Bank Guarantee shall be binding on the successful bidder.	<ul style="list-style-type: none"> <li>We request to consider the validity of Performance Bank Guarantee as duration of the assignment</li> <li>We request for clarity on when the Performance Bank Guarantee will be returned i.e. after how many days upon successful completion of the assignment.</li> </ul>		Performance Bank Guarantee will be returned after its expiry.

18	Page – 15, Point – 19 – RISK & COST	Risk purchase at the cost of Successful bidder will be made on the failure of the successful bidder to provide services as per Terms and Conditions mentioned in this document. The difference of excess in cost thus incurred will be recovered from the Successful bidder in a suitable manner and even from his pending bills/Performance Bank Guarantee whichever is available. The overall liability shall not exceed the amount of fees paid to the consultant.	We request for deletion of this clause.		No change
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**PWC**

Sr. No.	Reference	Subject/Existing Clause	Clarification Sought	Suggestions/Remarks (if any)	Department's Reply
19	Page-8, point-4 Key Dates	Interviews of the proposed key Personnel-To be conveyed layer	Do we have to call the entire proposed team on the day of presentation?	<b>Suggestion:</b> It is suggested to modify the date of interview as <b>26.7.2019</b> as interviews may be taken at the time of presentation itself.	Agreed

20	Page-14, point-17 Penalties for late delivery	Penalties for late delivery: Penalty ranging from 2% to 3% per week of delay will be imposed on the total payment subject to a maximum of 12% of the total payment. Quantum of the penalty will be decided by Director, Town and Country Planning which shall be final and binding	NA	<b>Suggestion: Request to modify as below:</b> Penalty ranging from 2% to 3% per week of delay will be imposed on the total payment subject to a maximum of 12% of the total payment. Quantum of the penalty will be decided by Director, Town and Country Planning which shall be final and binding. <b>However, the above-mentioned penalty shall be applicable only for the delays solely attributable to the Consultant.</b>	No change
21	Page-14, point-16: Payment Terms	i. 10% Payment will be released after acceptance of the Draft As-Is Report ii. 10% Payment will be released after acceptance of the Final As-Is Report iii. 20% Payment will be released after acceptance of the Draft To-Be Report iv. 20% Payment will be released after acceptance of the Final To-Be Report v. 40% Payment will be released after acceptance of RFP Document	NA	We suggest that Payment may be released after <b>submission of the deliverable.</b>	No change in payment terms.  However, on submission of a report, Department will make efforts to provide its feedback within 7 days and in no case delay will be beyond 15 days.
22	Page 17, point-25	Indemnification	NA	Request you to kindly remove all references to indemnities in the ToR. In case you feel that indemnity clause has to be included, request you to add the below mentioned clause: <b>"Any indemnity amounts will be limited to the fees paid, subject to final determination by a competent court/arbitrator."</b>	No change
23	Page-12, point-19 Additional Clause on Termination of Contract	Indemnification		<b>Request to add following in the clause:</b> Upon termination, the bidder shall be paid for the work done till date of termination	No change
24	Additional Clause on Survival	No reference in RFP	NA	<b>Suggestion:</b> Survival - There are a number of clauses which shall survive termination/expiry of the Contract. Any obligation arising under this engagement letter/RFP shall survive for a	No change



				period of 6 months, post termination/expiry of the Contract.	
<b>WIPRO</b>					
<b>Sr. No.</b>	<b>Reference</b>	<b>Subject/Existing Clause</b>	<b>Clarification Sought</b>	<b>Suggestions/Remarks (if any)</b>	<b>Department's Reply</b>
25	9 / Section-6- Scope/ point no. I	This will include visit to the field offices, Circle Offices and HQ and interaction with officers/officials at different levels and ascertain their requirement from the proposed computerization exercise		This will include visit to the field offices, Circle Offices and HQ and interaction with officers/officials at different levels and ascertain their requirement from the proposed computerization exercise. Department shall reimburse travelling expenses to consulting agency based on actuals.	No change
26	10 / Section 7- MANPOWER ASSIGNED FOR THE PROJECT	Principal Consultant Qualification- Bachelor / Masters in Urban Planning with 60% Marks. Shall have experience of handling IT Projects/Government Process reengineering projects		Suggested amended clause for qualification of principal consultant:- Bachelor / Masters in GIS/ remote sensing with working experience in areas like urban planning / master plan formulation/ Building plan approval / land use planning / urban development / 3D city modelling. Should have experience of handling IT Projects/ Government Process reengineering projects	As per the amended qualification at Sr. No. 11.
27	10 / Section 7- MANPOWER ASSIGNED FOR THE PROJECT	Senior Consultant – Urban Planner Qualification- Bachelor / Masters in Urban Planning with 60% Marks. Shall have experience of handling IT Projects/ Government Process reengineering projects		Suggested amended clause for qualification of Senior Consultant – Urban Planner :- Bachelor / Masters in GIS/ remote sensing with working experience in areas like urban planning / master plan formulation/ Building plan approval / land use planning / urban development / 3D city modelling. Should have experience of handling IT Projects/ Government Process reengineering projects	No Change
28	10 / Section 7- MANPOWER ASSIGNED FOR THE PROJECT	Senior Consultant – IT- Qualification Bachelor / Masters in Computer Science/IT with 60% Marks		Suggested amended clause for qualification of Senior Consultant – IT :- B.Tech / M.C.A with experience in e-governance and IT enablement / consultancy	No Change

29	12/ Section 11- DELIVERABLES AND TIME LINES Point no. i & point no. ii	As-Is Study Report Draft (T1) = T + 1 month · As-Is Study Report Final (T2) = T1 + 1 month · To-Be Study Report Draft (T3) = T2 + 1 month · To-Be Study Report Final (T4) = T3 + 1 month · Request for Proposal (T5) = T4 + 1 months		Suggested amended clause for deliverables & timelines :- · As-Is Study Report Draft (T1) = T + 1.5 month · As-Is Study Report Final (T2) = T1 + 1 month · To-Be Study Report Draft (T3) = T2 + 1.5 month · To- Be Study Report Final (T4) = T3 + 1.5 month · Request for Proposal (T5) = T4 + 2 months	No change
30	12/ Section 11- DELIVERABLES AND TIME LINES point no. ii	Consultant shall submit detailed RFP as mentioned at Sr. No. 6(vii) for hiring a system integrator for comprehensive computerization of the Department. · Request for Proposal (T5) = T4 + 1 months		If bid process management is a part of consulting agencies scope of work than it is requested to amend the RFP timelines by another 3 months.	Bid Process management is not included in the scope
31	14 / Section- 17- PENALTIES FOR LATE DELIVERY	Penalty ranging from 2% to 3% per week of delay will be imposed on the total payment subject to a maximum of 12% of the total payment. Quantum of the penalty will be decided by Director, Town and Country Planning which shall be final and binding.		Suggested penalty clause:- Delay of 1 week in submission of any deliverable will lead to penalty of 1% payment of that milestone. The upper cap on overall penalty during the project shall not be more than 10% payment of overall project.	No change
32	Page - 15, clause -18	The successful bidder shall comply with all local, state rules, regulations, ordinances, codes, and laws relating to the work or the conduct there of and shall secure and pay for any permits and licenses necessary for the execution of the work and successful bidder shall be responsible for the same.		The successful bidder shall comply with all local, state rules, regulations, ordinances, codes, and laws relating to the work or the conduct there of and shall secure and pay for any permits and licenses necessary for the execution of the work and successful bidder shall be responsible for the same <b>if such compliance of the law is applicable to an information technology service provider for the performance of services under the RFP/Contract.</b>	No change
33	Page -16, clause -22	i. The selected vendor within 15 (fifteen) days of award of work shall furnish unconditional irrevocable Performance Bank Guarantee of 10% of the total value of the project cost from a Nationalized Bank in favor of "The Director, Town and Country Planning Haryana" on the prescribed Format (as mentioned at Annexure 1), valid for nine months from the date of award of work. The said Performance Bank		i. The selected vendor within 15 (fifteen) days of <b>execution of Contract</b> <del>award of work</del> shall furnish unconditional irrevocable Performance Bank Guarantee of 10% of the total value of the project cost from a Nationalized Bank in favor of "The Director, Town and Country Planning Haryana" on the prescribed Format (as mentioned at Annexure 1), valid for nine months from the date of award of work. The said Performance Bank Guarantee be extendable	New format of Performance Bank Guarantee be referred at Sr. No. 8

		<p>Guarantee be extendable by the Department as per the requirement and shall be kept in full force and effect for the full term of the project. Further, the decision of the Department with regard to the Performance Bank Guarantee shall be binding on the successful bidder.</p> <p>ii. The Department may forfeit the Performance Bank Guarantee for any failure on part of successful bidder to complete its obligations under the project. The Performance Guarantee shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee issued by a scheduled bank located in India.</p>		<p>by the Department as per the requirement and shall be kept in full force and effect for the full term of the project. Further, the decision of the Department with regard to the Performance Bank Guarantee shall be binding on the successful bidder.</p> <p>ii. The Department may forfeit the Performance Bank Guarantee <b>upon termination of the Contract</b> for any failure on part of successful bidder to complete its obligations under the project. The Performance Guarantee shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee issued by a scheduled bank located in India.</p>	
34	Page -16, clause -23	Arbitration		Request appointment of Arbitrator to be on mutual consent and he/she shall be appointed by mutual discussion.	No Change
35	Page -16, clause -24	Termination		Either Party should have the right to terminate the contract in the event other party commits any material breach and fails to cure such default within thirty days. Consultant shall be entitled for all the payments accrued on account of services performed. In case, if Department procures goods from third party, the total liability of Consultant for such excess cost shall be limited to 3% of the undelivered portion which was agreed to be paid to Consultant, if such services were procured from Consultant	No change
36	Page- 17, clause -25	<p>i. The Successful bidder shall at its own expenses make good any loss or damage suffered by the Department as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Department or otherwise.</p> <p>ii. The Successful bidder shall at all times Indemnify and keep indemnified that Department against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or Other premises of the Department which may be made under the</p>		<p>i. The Successful bidder shall at its own expenses <b>indemnify any direct</b> <del>make good</del> any loss or damage suffered by the Department as a result of the <b>gross negligent</b> <del>commission or omission,</del> <b>willful misconduct</b> <del>negligently or otherwise of its personnel</del> while providing the said services at any time of the premises of the Department or otherwise.</p> <p>ii. The Successful bidder shall at all times Indemnify and keep indemnified that Department against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or Other premises of the Department which may be made under the workmen's Compensation</p>	No change

	<p>workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the Successful bidder or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any Person whether in the employment of the Successful bidder or not, who provided or provides the service at the site or any other premises of the Department shall be as provided hereinbefore.iii. The Successful bidder shall at all times indemnify and keep indemnified the Department against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Department's premises or before and after that.iv. That, if at any time, during the operation of this agreement or thereafter the Department is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Successful bidder or to any third party in any event not restricted but including as mentioned in sub-clauses No (a), (b) and (c) hereinabove, the Successful bidder shall immediately pay to the department all such amounts and costs also and in all such cases/events the decision of the Department shall be final and binding upon the Successful bidder. The Department shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Successful bidder</p>		<p>Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the Successful bidder or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any Person whether in the employment of the Successful bidder or not, who provided or provides the service at the site or any other premises of the Department shall be as provided hereinbefore.iii. The Successful bidder shall at all times indemnify and keep indemnified the Department against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Department's premises or before and after that.iv. That, if at any time, during the operation of this agreement or thereafter the Department is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Successful bidder or to any third party in any event not restricted but including as mentioned in sub-clauses No (a), (b) and (c) hereinabove, the Successful bidder shall immediately pay to the department all such amounts and costs also and in all such cases/events the decision of the Department shall be final and binding upon the Successful bidder. The Department shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Successful bidder</p>	
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37	Page 20, clause -31	The overall liability, whether in contract, or otherwise, shall not exceed the amount of fees paid to the consultant. The consultant will not be liable for any indirect / consequential losses		<b>Notwithstanding anything to the contrary contained elsewhere in the contract</b> The overall <b>aggregate liability</b> , whether in contract, or otherwise <b>irrespective of any form of claim</b> , shall not exceed the amount of fees paid to the consultant. The consultant will not be liable for any indirect / consequential losses	No change
38	Page 15, clause 19	Risk purchase at the cost of Successful bidder will be made on the failure of the successful bidder to provide services as per Terms and Conditions mentioned in this document. The difference of excess in cost thus incurred will be recovered from the Successful bidder in a suitable manner and even from his pending bills/Performance Bank Guarantee whichever is available. The overall liability shall not exceed the amount of fees paid to the consultant.		Risk purchase at the cost of Successful bidder will be made <b>upon termination of Contract</b> on the failure of the successful bidder to provide services as per Terms and Conditions mentioned in this document . The difference of excess in cost thus incurred will be recovered from the Successful bidder in a suitable manner and even from his pending bills/Performance Bank Guarantee whichever is available. The overall liability <b>for such differential cost</b> shall not exceed <b>3% of the total value of the undelivered services which was agreed to be</b> <del>amount of fees paid to the consultant.</del>	No change
39	To be included	Taxes		Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer.	No change
40	To be included	Savings Clause		Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	No change
41	To be included	Deemed Acceptance		Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	On submission of a report, Department will make efforts to provide its feedback within 7 days and in no case delay will be beyond 15 days.

42	To be included	SNR		Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	No change
43	To be included	Change Orders		Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.	No change
44	To be included	Intellectual Protection		No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.	No change
45	To be included	Non-hire		During the term of this Agreement and for a period of one year thereafter Customer shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Bidder, without the prior written consent thereof from Bidder. Thus, the Customer agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Bidder at law or in equity	No change