

Page #	Clause #	Description of Terms / Headings	Existing Clause	Deviations / Recommendations	Response of the Department
10		Application Support		We understand that Application support to be provided by the existing vendor. Please confirm ?	Application Support will be provided by Application developer (Wipro)
10			IT Hardware: Hardware has been supplied at the Data Center, IGRO, DRO and SRO, Queue Management System, Network device Management	We understand that these domains are to be supported by existing vendor and not in scope of this tender	Yes
11		Digitalization		Digitalization is out of scope in this tender. Please confirm ?	Yes
12		Data Entry Operator		Kindly confirm who will provide Activity related training to Operators	Application developer (Wipro) will train the 20 master Trainers please refer to Section 3 scope of Work
12		Data Entry Operator		Skills asked for the role is very high which will affect the commercial as well. We request you to reduce the qualification	As per RFP
12		Data Entry Operator		All said activities will have any SLA?	Please refer to RFP and Corrigendum
12		Data Entry Operator		Who will own the responsibility of final authorization of each case?	As per RFP
13	1.6	Systemic changes in the process	If changes in the procedure of registration is made, the resources would be required to follow those processes and no extra payment would be made for the same	Request to modify as below: If changes in the procedure of registration is made, the resources would be required to follow those processes and no applicable extra payment would be made for the same	As per RFP
13	3	Training of man Power:	At any time during the contract period, IGRS may ask for the replacement of any operator who is found to be performing below the expectation level. The successful bidder shall be required to replace these operators immediately and train the new operators at his own expense.	Request to modify as below: At any time during the contract period, IGRS may ask for the replacement of any operator who is found to be performing below the expectation level. The successful bidder shall be required to replace these operators in reasonable time and train the new operators at his own expense.	Please refer to the Corrigendum

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13		Training		Please suggest what will be part of training scope for this proposal ? One time training will be given by MPIGRS team/ its vendor on application	Wipro will train the 20 master Trainers please refer to Section 3 scope of Work
13		Training		Who will provide the training venue? Is there any requirement of providing training materials ? If yes, please specify what type of material is to be provided - Software or Hard copy ? Language of training material	Please refer to the RFP
13		Training		What is the breakup of officials of IGRS to whom training is to be provided ? Is there any maximum batch size for training?	The training is to be provided to resources engaged by the vendor and not to the department officials
13		Training		Will customer provision all necessary infra like projector, systems, connectivity etc?	Please refer to the RFP
14	4	Managing the load during peak period and providing additional resources	refer doc	<p>Request to add further: For additional requirement of resources during peak hours beyond....of documents per day additional cost will be applicable.</p> <p>Request to edit as below: The department at its discretion may ask the Bidder to transfer the resources across the state as and when required. The bidder shall be responsible for all the statutory and legal obligations and compliances related to manpower deployed at the site. It is also expected that the successful bidder shall provide the stand-by /relievers for the proposed manpower.</p>	Please refer to RFP and Corrigendum

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14			..The successful bidder(SP) shall be responsible for providing additional manpower during such periods and at such offices without affecting the work in other offices..."	Please suggest how many such periods where additional manpower is required will be come in one quarter	As per RFP
14			..The successful bidder(SP) shall be responsible for providing additional manpower during such periods and at such offices without affecting the work in other offices..."	Will additional manpower requirement will be in every office ? If not, please suggest at which all offices additional manpower requirement is seen in past	As per RFP
14			Company/Firm registered in India since last 5 (five) years. Incorporation/Registration certificate	please consider minimum 10 years criteria	As per RFP
15	7	BIDDERELIGIBILITY / QUALIFYING CRITERIA	The Bidder is required to submit an affidavit duly attested by notary that it has no case pending with B.I.F.R (Board for Industrial and Financial Reconstruction)	We confirm that we have no case pending with B.I.F.R. which will impact our performance under this contract.	As per RFP
15			The bidder should have average annual turnover of Rs. 5crores inlast 3 years (Financial year 11-12, 12- 13 and 13-14).	Since the project requires minimum 150 resources in a year. We request you to consider minimum annual turnover of 50 crores and a profit making organization per year for last 5 years	As per RFP

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16	8	PERIOD OF CONTRACT	The contract period is for three (3) years from the date of award of the contract. The contract shall be offered for 81office locations (Annexure D). In case, the number of sub-registrar offices increases during the contract period, the bidder shall have to provide the additional manpower atthe same price as offered in Financial Bid in all the required locations.	The contract period is for three (3) years from the date of award of the contract. The contract shall be offered for 81office locations (Annexure D). In case, the number of sub-registrar offices increases during the contract period, the bidder shall have to provide on mutual consent the additional manpower at the same mutually agreed price at that time as offered in Financial Bid in all the required locations.	As per RFP
18	15	PAYMENT TERMS	The payment shall be made monthly at the tendered and approved rate (inclusive of all taxes) calculated on the basis ofthe number of documents registeredand “delivered” to the parties by the makers deployed at the designated officethrough the E Panjiyansoftware application.For clarity of doubts delivered means final delivery of the registered documents to the concerned party as per the designed work flow.	Request to add: The Fees payable towards Services shall be paid monthly in arrears after the end of every month of service. Upon submission of invoice by Bldder, the IGRS shall within 7 days, accept/reject/seek additional period of 7 days to confirm the invoice, failing which the invoice will be deemed accepted. In the event IGRS disputes an invoice, 20% of the value of disputed invoice shall be withheld. Upon the dispute being settled, the amount withheld may be released or further sum as mutually agreed may be deducted from the subsequent invoice.	As per RFP
18	15-4	Payment Terms		Payment for that particular month shall be made to the bidder within 10 Days timeof receiving the invoice along with the system generated report to the IGRS office subject to deduction of pre-agreed penalties applicable, if any.	As per RFP
19	18.7	COMPETENT AUTHORITYRESERVES THE RIGHT TO THE FOLLOWING	To terminate the services if the assignment is not proceeding in accordance with the terms of contract	Request to provide a notice of 30 days before termination.	As per RFP
19		Induction and Training		We request you to consider minimum T+60 days for Induction and training timelines	Please refer to the Corriegendum

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19		Time Schedule		We request you to consider minimum 40 days for deploying 60% of the manpower and rest to be deployed in 40+20 days from	Please refer to the Corriendum
20	19.7	GENERAL INSTRUCTIONS	The Bidder shall not sublet, transfer or assign the contract or any part of the assigned work. In the event of Bidder contravening this condition, the Department shall be entitled to terminate the contract at the risk and expense of the Bidder.	The Bidder shall not may sublet, transfer or assign the contract or any part of the assigned work. In the event of Bidder contravening this condition, the Department shall be entitled to terminate the contract at the risk and expense of the Bidder. provided however that Bidder shall be responsible for the performance of the sub-contractor and agents so appointed.	As per RFP
20			The Bidder shall not sublet, transfer or assign the contract or any part of the assigned work.	We request you to change this to : Since the overall governance, delivery and SLA lies with the bidder, some of the resources can be utilized from the partner Network. These will be authorized partner of bidder who has worked earlier with the bidder and governance will be with bidder.	As per RFP
21	20	DISQUALIFICATION		Bidders may specifically note that during the process of evaluation of the tender documents, if it comes to the knowledge of the department expressly or implied, that a bidder has intended to form a cartel resulting in delay / holding up the processing of tender then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the tenders floated by IGRS.	As per RFP
21	20 (10)	DISQUALIFICATION	Conditional Bid has been submitted.	request to delete.	As per RFP , Conditional bids are liable to get rejected

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21	20 (12)	DISQUALIFICATION	If the Bidder is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.	request to delete	As per RFP
21	20 (8)	DISQUALIFICATION		Bidder fails to enter into a contract within 15 days of the date of notice of the award of tender or within such extended period, as may be specified by competent authority.-In such case the EMD deposited would be forfeited by the department and the Bidder would be blacklisted.	As per RFP
22	20	DISQUALIFICATION	It is also clarified that if need arises competent authority would be free to go in for appointment of outside party(s) to undertake the work under the captioned tender.	Request to delete.	As per RFP
22			22: Evaluation : atleast two projects for supply of minimum 50 Skilled manpower	We request you to consider minimum 5 project for supply of minimum 100 skilled manpower in last 3 years	As per RFP
23	23 (6)	SLECTION OF BIDDER		If the selected bidder does not accept LOI or after accepting LOI does not enter in to the agreement , within specified period the competent authority reserves the right to cancel the LOI issued to him and forfeit the EMD. The competent authority may also blacklist the bidder.	As per RFP

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24	24	PERFORMANCE BANK GUARANTEE	refer doc	The Bidder shall at his own expense, deposit with IGRS, within Seven (7) () working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee....	As per RFP
25	26	LIQUIDATED DAMAGES	...Except as provided above, a delay by the successful bidder in the performance of its delivery obligations shall render the successful bidder liable to the imposition of liquidated damages pursuant to conditions of Contract.	Request to delete since the clause is not clear and penalty clauses are there in RFP.	As per RFP

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25	27	TERMINATION FOR DEFAULT	refer doc	<p>In the event of the Competent Authority terminating the contract in whole or in part, pursuant to clause above, the Competent Authority may procure at Service Provider's risk and cost upon such terms and in such a manner as it deems appropriate, items or services similar to those remaining undelivered. The Service Provider shall be liable to pay for any excess costs incurred by the Competent Authority. However, the Service Provider shall continue with the performance of the contract to the extent not terminated. provided however that the IGRS shall first give a prior reasonable notice to the Bidder to rectify the default and only if the default continues even after the expiry of the cure period shall the IGRS have the right to invoke this clause. Provided further that the aggregate liability on account of the invocation of this clause shall be restricted to 5% of the charges which otherwise would have been payable to the Bidder had this clause not been invoked.</p>	As per RFP
25	27	TERMINATION FOR DEFAULT	The Service Provider fails to perform any other obligation under the agreement.	Request to delete	As per RFP
25	27	TERMINATION FOR DEFAULT		<p>Request to modify as belwo: The Competent Authority may, without prejudice to any other course of action, for breach of contract, by prior written notice of 45 30 (thirty) days to the Service Provider to cure the breach mentioned in notice, terminate the agreement in whole or in part, if:</p>	As per RFP

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26	27		In case of termination of contract as mentioned in clause above, Bank Guarantee furnished by the Bidder by way of Performance security shall stand forfeited.	In case of termination of contract as mentioned in clause above, Bank Guarantee furnished by the Bidder by way of Performance security shall stand forfeited.	As per RFP
26	28.1	SERVICE LEVEL AGREEMENT(SLA) AND PENALTIES	refer doc	...competent authority shall without prejudice to its other remedies under the contract deduct as penalty Rs. 200/- 50/- per day per person for the number of days till the day the resource has been deployed at the locations given in annexure D subject to maximum of Rs. 500/- in a month.	As per RFP
26	28.1	SERVICE LEVEL AGREEMENT(SLA) AND PENALTIES	refer docthe contract may be terminated by Competent Authority and the entire Performance Bank Guarantee will be forfeited	As per RFP
26			SLA: Penalty of 200 per day and termination post one month	We request you to consider Rs 100 per day as a penalty till the date resource is deployed from T+60 days timeperiod and post one month to this, termination clause to come	As per RFP

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27	2.1	SERVICE LEVEL AGREEMENT(SLA) AND PENALTIES	It is binding on the bidder to whom the work is allotted to complete the entire Registration process at maker end within 30 minutes. In case of delay, the bidder will be penalized at the rate of 5% per transaction value (document) quoted by him for every five minutes registered beyond actual 30 minutes of performance. However should the delay be more than 15 minutes from the scheduled 30 minutes, no payment shall be given to the bidder for that transaction.	It is binding on the bidder to whom the work is allotted to complete the entire Registration process at maker end within 30 minutes. In case of delay, the bidder will be penalized at the rate of 5% 1% per transaction value (document) quoted by him for every five minutes registered beyond actual 30 minutes of performance. However should the delay be more than 15 minutes from the scheduled 30 minutes, no payment shall be given to the bidder for that transaction. However the penalty shall not be applicable in peak time.	As per RFP
27	2.1 and 2.2	Penalty for delay in delivery of document:	refer docThe time period for each such transaction will be 15 minutes. In case of delay, the bidder will be penalized at the rate of 5% 1% per transaction value (document) quoted by him for every five minutes. However should the delay be more than 15 minutes from the scheduled 15 minutes, no payment shall be given to the bidder for that transaction. the delay shall be ignored if it is due to non-availability of authorized person.	As per RFP
27			2.1 & 2.2 ...the bidder will be penalized at the rate of 5% per transaction value (document) quoted by him for every five minutes registered beyond actual 30 minutes...	Please consider rate of 5% per transaction value quoted by him for every 10 minutes	As per RFP

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27			2.1 Penalty for delay during the Registration Process:	Please suggest what tool will be used for monitoring the time period and calculation of penalty ? Is this manual or automated ?	As per RFP
28	30	TERMINATION FOR INSOLVENCY	refer doc	COMPETENT AUTHORITY may, after providing a written notice of 30 (thirty) days, at any time terminate the Contract by giving written notice to the Successful Bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to COMPETENT AUTHORITY.	As per RFP
34	Annexure C	Financial Bid Format		Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, I / we, the undersigned, offer to supply and work as service providers for the All the assigned Sub-registrar Offices of Madhya Pradesh as mentioned in the scope of the work & in conformity with the said bidding documents, except for the deviations/ recommendations submitted by us .	As per RFP
35			37 : ANNEXURE D – SUB-REGISTRAR OFFICE STATISTICS	Is the manpower resource count asked is fixed or bidder to decide on the final resource count which is required ?	As per RFP
35			37 : ANNEXURE D – SUB-REGISTRAR OFFICE STATISTICS	What is the average number of document one manpower can handle ?	This will depend on the resource

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40	Annexure G	Self Declaration	As per RFP	I / We hereby declare that our Company/firm has not been blacklisted by any Central or State Government entity for corrupt & fraudulent practices either indefinitely or for a particular period of time.	As per RFP
New Clause	Arbitration		Not present in RFP	If any dispute or difference arises out of or relates to this Agreement and such dispute or differences cannot be resolved by the Parties, either Party shall, within thirty (30) days from the occurrence or failure to reach consensus, give the other Party notice in writing of the existence of such a dispute, specifying its nature and the issue and the Parties shall proceed to resolve such matter by arbitration; The arbitration shall be conducted or adjudicated by sole arbitrator mutually appointment for purpose herein. All arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 including the rules there under and any statutory modifications thereof. The arbitration proceedings shall be conducted in English language and the arbitration proceedings shall be held in Bangalore. The decision of the arbitrator(s) shall be final and binding.	Rejected

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New Clause	Audit			<p>Excepting a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Bidder to provide to IGRS access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Bidder's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Bidder's profitability or other such financial data.</p>	Rejected
New Clause	Change Order		Not present in RFP	<p>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.</p>	Rejected

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New Clause	Deemed Acceptance		Not present in RFP	Any equipment supplied or services provided by Bidder shall be deemed to have been accepted by IGRS if IGRS puts such equipment, services to use in its business or does not communicate its disapproval of the same together with reasons for such disapproval within 10 days from the date of receipt of such equipment or delivery of the services.	Rejected
New Clause	Limitation of Liability		Not present in RFP	Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Bidder) that may arise out of or result from this Agreement. The aggregate liability of Bidder under this Agreement, shall not exceed the fees received by Bidder under this Agreement during the three months preceding the date of first claim.	Rejected

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New Clause	Non-Solicitation		Not present in RFP	During the term of this Agreement and for a period of one year thereafter IGRS 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 IGRS 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	Rejected
New Clause	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 non-performance is caused by IGRS's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement	Rejected
New Clause	Site Not Ready		Not present in RFP	IGRS shall be responsible for timely site readiness. IGRS agrees that Bidder shall not be in any manner liable for any delay arising out of IGRS's failure to make the site ready within the stipulated period.	Rejected
New Clause	Taxes and Duties			All fees and other payments required to be made by shall be exclusive of all applicable taxes, which shall be borne by IGRS except for tax assessed on Bidder's income.	Rejected

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	31	TERMINATION FOR CONVENIENCE	refer doc	<p>COMPETENT AUTHORITY, by providing a 90 days prior written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for IGRS's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by COMPETENT AUTHORITY.</p>	As per RFP
		Penlaty		<p>Business /Delivery to check each and every SLA/Penalty hereunder and comment accordingly.</p> <p><u>Request to add:</u> The aggregate penalty that can be deducted in a month shall be restricted to a maximum of 5% of the service charges payable to Bidder for that month.</p>	As per RFP

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		Termination right of Bidder	Not present in RFP	<p>Request to add: Termination : Bidder shall have the right to terminate this Agreement at any time in the event IGRS fails to make payments in accordance with the contract.</p> <p>Upon expiration or termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective Parties; and all amounts due to Bidder (including any agreed upon demobilization and transitioning charges, plus fees for the applicable notice period irrespective of whether IGRS requires Bidder's services during such period) up to the effective date of termination shall be immediately payable. There shall be no charges for termination of orders or for Services not yet provided and Bidder shall not be held liable for the same</p>	Rejected