

Corrigendum to RFP

Sr. No.	Clause No. / Page No.	RFP Reference	To be read as/New clause
1.	Clause 1.1 Page 7	<p>(viii) Key Timelines</p> <p>A. Name of the Department: Excise Department, Punjab.</p> <p>B. Address where physical bid (Technical Bid) to be submitted: Office of Excise Commissioner, Excise and Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, Mohali, Punjab-160062.</p> <p>C. Date & Time of Pre-Bid meeting: 18th, January 2021 at 12:30 Hrs.</p> <p>D. Last time and date for submission of Bids/Proposals: On or before 12th February 2021 up to 15:00 Hrs.</p> <p>E. Place, Time and Date of opening of Pre-Qualification and Technical Bids: 12th February 2021 at 15:30 Hrs in the Office of Excise Commissioner, Excise and Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, Mohali, Punjab-160062. (Bid Due Date)</p>	<p>(viii) Key Timelines</p> <p>A. Name of the Department: Excise Department, Punjab.</p> <p>B. Address where physical bid (Technical Bid) to be submitted: Office of Excise Commissioner, Excise and Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, Mohali, Punjab-160062.</p> <p>C. Date & Time of Pre-Bid meeting: 18th, January 2021 at 12:30 Hrs.</p> <p>D. Last time and date for submission of technical and financial Bids/Proposals: On or before 5th March 2021 up to 15:00 Hrs.</p> <p>E. Place, Time and Date of opening of Pre-Qualification and Technical Bids: 5th March 2021 at 15:30 Hrs in the Office of Excise Commissioner, Excise and Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, Mohali, Punjab-160062. (Bid Due Date)</p>
2.	Clause 2.1 Pg 10	<p>"Period of Agreement" means 3 (three) years from the date of commencement of operations (Go-Live date of Track & Trace System) and further extendable for a period of Two years on mutual consent of the Excise Department and the Vendor.</p>	<p>"Period of Agreement" means 3 (three) years from the date of commencement of operations (Go-Live date of Track & Trace System) and further extendable for a period of One year on mutual consent of the Excise Department and the Vendor.</p>
3.	Clause 2.62 Pg 33	<p>All decisions taken by the Tender Committee regarding the processing of this RFP and award of contract shall be final and binding on all parties concerned. The Tender Committee reserves the right: i. To vary, modify, revise,</p>	<p>All decisions taken by the Tender Committee regarding the processing of this RFP and award of contract shall be final and binding on all parties concerned. The Tender Committee reserves the right: i. To vary, modify, revise, amend or change any of the terms</p>

		amend or change any of the terms and conditions mentioned above and, ii. To reject any or all the Bids without assigning any reason whatsoever thereof or to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.	and conditions mentioned above before the submission of bid proposal by the Bidder and, ii. To reject any or all the Bids without assigning any reason whatsoever thereof or to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
4.	Clause 2.71 Pg 38	A Sole Bidder/ Lead Bidder cannot be a member of any (other) consortium. However a member (other than Lead Bidder) of a consortium can be a member of more than one consortium.	Any bidder cannot be a member of any (other) consortium.
5.	Clause 2.71 Pg 38	NA	Throughout the period of the project the lead member should hold a minimum of 51% project equity in the consortium while the consortium member must hold a minimum equity of 26% in the consortium
6.	Clause 3.2 Pg 46	The Hardware equipments like desktop, Barcode Printer, Hand Held Terminals (HHT) as scanners and networking system required by all the stakeholders of the project (Distillers/Bottlers/Importers of Liquor/ BWHs/Wholesalers) except the department shall be procured by themselves. The successful bidder shall provide the complete specifications of these Hardware equipments along with the list of at least three (03) reputed suppliers capable of supplying the required hardware equipments of high quality and meeting with the compatible specifications. The cost of such hardware/equipments will be borne by these Private stakeholders of the project. The successful bidder shall be responsible for an end to end implementation of QR code based Track & Trace system for liquor supplies throughout the state of Punjab which includes supply of Track and Trace software application, QR Code printing software application and necessary hardware for Excise	It is hereby clarified that the successful bidder would be required to provide various consumables (include paper, ink/cartridge, ribbon only for printing of QR Code/Barcodes) to the respective stakeholders.

		Department & Helpdesk as well as supply of consumables like QR Code printing Labels etc. during the period of Agreement.	
7.	Clause 3.2 Pg 47	A centralized helpdesk would be set up at the Head Office of the Department by the vendor having at least 4 personnel working from 09:00 am to 08:00 pm every day including holidays / Sunday, as there is provision for overtime for running of Distilleries/Bottling plants.	<p>A centralized helpdesk would be set up at the Head Office of the Department by the vendor having at least 2 personnel working from 09:00 am to 08:00 pm every day including holidays / Sunday, as there is provision for overtime for running of Distilleries/Bottling plants.</p> <p>The department would provide space for the setting up of the helpdesk in Excise Bhavan, Mohali. Additionally, the department would provide electricity to the successful bidder for the functioning of the Helpdesk. The other requirements would be taken care of by the bidder.</p>
8.	Clause 3.6 Pg 52	Process Description of Labelling and Dispatch at Distilleries/Bottling Plants/Importers Scheduling for Batch/Lot (Request for Barcode Sequence Number)	<p>In addition to the process described in the RFP, the provisions for recording of wastage of QR Code/Barcode labels</p> <ul style="list-style-type: none"> - In case of wastage post the generation of the QR Code/Barcode to the distilleries, Bottling Plants, wholesale importers the stakeholders would be able to include the same in their respective invoice. - The wasted labels must be recorded in the system as damaged and the physical labels must be handed over to the Excise officer in charge of the respective stakeholder so as to avoid misuse
9.	Clause 3.7 Pg 56	The Vendor shall supply the products having features and specifications as furnished by the Department in this RFP	<p>The bidder would be required to provide hardware for helpdesk, training and for department usage. In the case of the helpdesk and training the bidder would be required to estimate the required hardware requirements and supply the same to ensure seamless functioning of the helpdesk as per the SLAs.</p> <p>The hardware required by the department would be only HHT</p>

			Scanners. The quantity of each of the HHT Scanners required is 5 Nos. each. The specifications of the hardware are specified in chapter 7 of the RFP.												
10.	Clause 3.7 Pg 56	The Bidder shall necessarily come in consortium through single bidding system with his consortium partner supplying the printing software and QR code/Barcode Labels for printing. The Consortium partner shall possess adequate experience in supply of Barcode Label Printing software and Barcode Labels for printing and it shall qualify the criterion laid down in Annexure -6 of this RFP. The specifications of the Barcode Labels are mentioned in Appendix-C of this RFP.	The Sole Bidder/Consortium shall possess adequate experience in supply of Barcode Label Printing software and Barcode Labels for printing and it shall qualify the criterion laid down in Annexure -6 of this RFP. The specifications of the Barcode Labels are mentioned in Appendix-C of this RFP.												
11.	Clause 4.1 Pg 60	<table border="1"> <thead> <tr> <th>Sr No</th> <th>Eligibility Criteria</th> <th>Document Proof</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Bidder must be a Company registered under the Indian Companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 and must have their registered offices with legal presence in India and shall be in business for at least five years on the date of submission of bid. The Bidder or Lead Member in case of Consortium shall have a minimum Three</td> <td> a) Certificate of Incorporation/Registration under companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 b) Pan card </td> </tr> </tbody> </table>	Sr No	Eligibility Criteria	Document Proof	1	Bidder must be a Company registered under the Indian Companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 and must have their registered offices with legal presence in India and shall be in business for at least five years on the date of submission of bid. The Bidder or Lead Member in case of Consortium shall have a minimum Three	a) Certificate of Incorporation/Registration under companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 b) Pan card	<table border="1"> <thead> <tr> <th>Sr No</th> <th>Eligibility Criteria</th> <th>Document Proof</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Bidder must be a Company registered under the Indian Companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 and must have their registered offices with legal presence in India and shall be in business for at least five years on the date of submission of bid. The sole bidder or any consortium member in case of Consortium shall have a minimum Three years of experience in Implementation of QR code/Barcode based Track & Trace System..</td> <td> a) Certificate of Incorporation/Registration under companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 b) Pan card </td> </tr> </tbody> </table>	Sr No	Eligibility Criteria	Document Proof	1	Bidder must be a Company registered under the Indian Companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 and must have their registered offices with legal presence in India and shall be in business for at least five years on the date of submission of bid. The sole bidder or any consortium member in case of Consortium shall have a minimum Three years of experience in Implementation of QR code/Barcode based Track & Trace System..	a) Certificate of Incorporation/Registration under companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 b) Pan card
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			years of experience in Implementation of QR code based Track & Trace System..				
12.	Clause 4.1 Pg 60	Sr No	Eligibility Criteria	Document Proof	Sr No	Eligibility Criteria	Document Proof
		2	The Bidder or lead member of Bidding consortium should have a minimum annual turnover of Rs. 100 Cr in the last three financial Years i.e. 2017-18, 2018-19 & 2019-20. The Bidder should have positive net worth as on 31.03.2020.	a) Copy of audited financial statements of last three years. b) Certificate from the statutory auditor/Company secretary on the Net Worth of the Company as on 31/03/2020.	2	The Bidder or cumulative turnover of the consortium members of Bidding consortium should have an average annual turnover of Rs. 100 Cr in the last three financial Years i.e. 2017-18, 2018-19 & 2019-20. The Bidder should have positive net worth as on 31.03.2020. In case of a consortium, The lead Bidder of the consortium must have the highest turnover In case of a consortium, The lead Bidder of the consortium must have a turnover of Over Rs 50 Crore.	a) Copy of audited financial statements of last three years. b) Certificate from the statutory auditor/Company secretary/ Certified Chartered Accountant on the Net Worth of the Company as on 31/03/2020.
13.	Clause 4.1 Pg 60	Sr No	Eligibility Criteria	Document Proof	Sr No	Eligibility Criteria	Document Proof
		3	Bidder or lead member of Bidding consortium should have executed during last five (05) years QR code based Track & Trace	Completed Projects: a. Go-Live" / Completion certificate issued	3	Bidder or any member of Bidding consortium should have executed during last Ten (10) years	Completed Projects: a. Go-Live" / Completion

		<p>system for Liquor supplies for at least Excise department of one State of India OR Executed QR code based Track & Trace system for any one Fortune 500 company OR executed QR code based Track & Trace system for three (03) other Private companies out of which at least one (01) company must be having annual turnover above Rs.100 crores Project value must be over INR 10.00 Cr. Note: Fortune 500 company would be the company listed in the Global Fortune 500 list published annually for the previous 5 years as on date of the submission.</p>	<p>by the client AND b. Payment certificate with minimum 70% of the payment received will be accepted as a proof of project being completed (client certificate is required). Ongoing Projects: Ongoing projects may be submitted as experiences, provided Go-Live certificate/ Partial completion certificate issued by client is available and minimum 60% of original fees value has been received (client certificate is required) Or minimum 60% of the annual billing value has been received (client certificate is required). In case project is in steady state</p>	<p>QR code/barcode based Track & Trace system for Liquor supplies for at least Excise department of one State of India OR Executed QR code/barcode based Track & Trace system for any one Fortune 500 company Foreign Government/ Multilateral and international aid organizations and institutions such as (World bank Group, Asian Development Bank, International Monetary Fund, United Nations, World Health Organization, etc.) OR Executed QR code /barcode based Track & Trace system for three (03) other Private companies out of which at least one (01) company must be having annual turnover above Rs.100 crores Project value must be over INR 10.00 Cr. Note: Fortune 500</p>	<p>certificate issued by the client AND b. Payment certificate with minimum 70% of the payment received will be accepted as a proof of project being completed (client certificate is required). Ongoing Projects: Ongoing projects may be submitted as experiences, provided Go-Live certificate/ Partial completion certificate (Minimum 60% work completed certificate) issued by client is available In case project is in steady state operations, appropriate certificate stating the same from the client should be furnished.</p>	
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				operations, appropriate certificate stating the same from the client should be furnished.		company would be the company listed in the Global Fortune 500 list published annually for the previous 5 years as on date of the submission. If the project is carried out in a country other than India, the required project certificates need to be apostilled by the Indian Embassy in the particular country		
14.	Clause 4.1 Pg 60	Sr No	Eligibility Criteria	Document Proof	Sr No	Eligibility Criteria	Document Proof	
		5	The Sole Bidder or the Lead Member should have the following valid Certification as on date of submission of the proposal: • CMMI Level-5 (Software) • ISO 27001-2013 • ISO 2000 - ISO 20000-1	Copies of the valid certificates from authorized agencies.	5	The Sole Bidder or any member of the consortium should have the following valid Certification as on date of submission of the proposal: • CMMI Level-3 (Software) or above • ISO 9001:2000 and above • ISO 27001-2013 • ISO 20000-1	Copies of the valid certificates from authorized agencies.	
15.	Clause 4.1 Pg 60	Sr No	Eligibility Criteria	Document Proof	Sr No	Eligibility Criteria	Document Proof	
		7	The Bidder/ Lead Member should have minimum annual turnover of ₹ 50 crores from software development &	Certificate from the statutory auditor/Company secretary on the turnover of the company from	7	The Sole Bidder or cumulative turnover of the consortium member of Bidding consortium should have minimum annual turnover of ₹ 50 crores from software development &	Certificate from the statutory auditor/Company secretary/ Certified Chartered Accountant on the turnover of the	

		implementation in each of the last three financial years (Financial years 2016-17, 2017-18 and 2018-19) out of total minimum required turnover of Rs 100 crore each year.	software development or implementation or systems integration a) of last three years.	implementation in each of the last three financial years (Financial years 2016-17, 2017-18 and 2018-19) out of total minimum required turnover of Rs 100 crore each year.	company from software development or implementation in last three years.
16.	Clause 5.1 Pg 62	<p>D. The Technical Evaluation shall be based on marks obtained by each applicant out of 70 marks from criteria as defined in chapter-5 at Table-I (Bidders past experience having 45 marks), Table-II (Bidders revenue having 15 marks) Table-III (Technical Evaluation through power point presentation of 10 minutes duration regarding their proposal having 10 marks).</p> <p>E. Technical Evaluation of the bids would be carried out on three criteria of the Bidder as given below :-</p> <ul style="list-style-type: none"> ➤ Bidder's Past Experience (45 Marks) ➤ Bidder's Revenue (15 Marks) ➤ Bidder's Technical Proposal evaluated through Power point presentation (10 Marks) Total=70 		<p>D. The Technical Evaluation shall be based on marks obtained by each applicant out of 75 marks from criteria as defined in chapter-5 at Table-I (Bidders past experience having 50 marks), Table-II (Bidders revenue having 15 marks) Table-III (Technical Evaluation through power point presentation of 10 minutes duration regarding their proposal having 10 marks).</p> <p>E. Technical Evaluation of the bids would be carried out on three criteria of the Bidder as given below :-</p> <ul style="list-style-type: none"> ➤ Bidder's Past Experience (50 Marks) ➤ Bidder's Revenue (15 Marks) ➤ Bidder's Technical Proposal evaluated through Power point presentation (10 Marks) Total=75 	
17.	Clause 5.1 Pg 65	<ul style="list-style-type: none"> • Bidders securing a minimum of 70% marks i.e. minimum score of 49 marks out of total 70 marks in the Technical Evaluation will only be considered qualified for Price Bid evaluation. However, if the number of such post-qualified bidders is less than two, the Department may on aid and advice of Tender Committee, post-qualify the bidder(s) whose technical score is less than 70% (49) marks but is more than 60% (42) marks. 		<ul style="list-style-type: none"> • Bidders securing a minimum of 60% marks i.e. minimum score of 45 marks out of total 75 marks in the Technical Evaluation will only be considered qualified for Price Bid evaluation. 	

18.	Clause 5.1 Pg 63	#	Evaluation Criteria	Description	Maximum Marks	#	Evaluation Criteria	Description	Maximum Marks
		1	Experience of the Bidder in implementation of QR code based track and trace system	Experience of executing projects of Implementation of QR code based track and trace system for:- (1) Liquor supplies for Excise department of one State of India OR (10 Marks) Liquor supplies for Excise department of more than one State of India (15 Marks)	15	1	Experience of the Bidder in implementation of QR code/Barcode based track and trace system	Experience of executing projects of Implementation of QR code/ Barcode based track and trace system for:- (1) Liquor supplies for Excise department of one State of India (10 Marks) OR Liquor supplies for Excise department of more than one State of India (15 Marks)	15
				(2) Fortune 500 company (05 marks for each citation and for 02 such projects maximum which are mutually exclusive with other criteria)	10			(2) Fortune 500 company/ Foreign Government/Multilateral and international aid organizations institutions such as (World bank Group, Asian Development Bank, International Monetary Fund, United Nations, World Health Organization, etc.) (05 marks for each citation and for 02 such projects maximum which are mutually exclusive with other criteria)	10
				(3) Three (03) other Private companies out of which at least one (01) company must be having annual	05			(3) Three (03) other Private companies out of	

				turnover above Rs.100 crores (2.5 marks for each citation and for 02 such bundles of projects maximum which are mutually exclusive with other criteria) For all such projects value should be above INR 10 Crore.				which at least one (01) company must be having annual turnover above Rs.100 crores (2.5 marks for each citation and for 02 such bundles of projects maximum which are mutually exclusive with other criteria) For all such projects value should be above INR 10 Crore. Project should have been implemented in last 10 years as on date of the bid submission. If the project is carried out in a country other than India, the required project certificates need to be apostilled by the Indian Embassy in the particular country	05
19.	Clause 5.1 Pg 63	#	Evaluation Criteria	Description	Maximum Marks	#	Evaluation Criteria	Description	Maximum Marks
		2	Experience in Supply of QR code label printing software along with supply of	The bidder/ Consortium partner should have experience in executing project of supply of QR code Label printing	10	2	Experience in Supply of QR code label printing software along with supply of labels for	The bidder/ Consortium partner should have experience in executing project of supply of QR code/Barcode Label printing software along with supply of Labels for printing for excise	10

		labels for printing	<p>software along with supply of Labels for printing for excise department of any state of India or any Fortune 500 company or any other private company having minimum turnover of over Rs 100 Crore. <i>(2.5 marks for each project subject to max. 10 marks))</i></p> <p>For all such projects value should be above INR 5 Crore</p>			printing	<p>department of any state of India or any Fortune 500 company/ Foreign Government /Multilateral and international aid organizations institutions such as (World bank Group, Asian Development Bank, International Monetary Fund, United Nations, World Health Organization, etc.)or any other private company having minimum turnover of over Rs 100 Crore. <i>(2.5 marks for each project subject to max. 10 marks))</i></p> <p>For all such projects value should be above INR 5 Crore Project should have been implemented in last 10 years as on date of the bid submission.</p> <p>If the project is carried out in a country other than India, the required project certificates need to be apostilled by the Indian Embassy in the particular country</p> <p>Fortune 500 company would be the company listed in the Global Fortune 500 list published annually for the previous 5 years as on date</p>	
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					of the submission.				
20.	Clause 5.1 Pg 65	3	Experience of large ICT Projects in Govt. Sector/ PSUs of Bidder	<p>Experience of Bidder in implementation of ICT (Information and Communication Technology) Project, involving in any government sector/ PSUS of the following:</p> <ul style="list-style-type: none"> Implementation of Application software in Excise Department in any State of India <p><i>For all such projects value should be above INR 10 Cr., two and half (2.5) marks will be awarded for each project. (Max 2 projects, mutually exclusive with other criteria)</i></p> <p>Note</p> <ol style="list-style-type: none"> Project should have been implemented in last 5 years as on date of the bid submission. Fortune 500 company would be the company listed in the Global Fortune 500 list published annually for the previous 5 years as on date of the submission. <p>Completed Projects:</p> <ul style="list-style-type: none"> Go-Live" certificate 	05	3	Experience of large ICT Projects in Govt. Sector/ PSUs of Bidder	<p>Experience of Bidder in implementation of ICT (Information and Communication Technology) Project, involving in any government sector/ PSUS</p> <ul style="list-style-type: none"> Implementation of Application software in Excise Department in any State of India <p><i>For all such projects value should be above INR 10 Cr., two and half (2.5) marks will be awarded for each project. (Max 2 projects, mutually exclusive with other criteria)</i></p> <p>Note</p> <ul style="list-style-type: none"> Project should have been implemented in last 10 years as on date of the bid submission. Fortune 500 company would be the company listed in the Global Fortune 500 list published annually for the previous 5 years as on date of the submission. If the project is carried out in a country other than India, the required project certificates need to be apostilled by the Indian 	05

			<p>required to be submitted AND Payment certificate with minimum 70% of the payment received will be accepted as a proof of project being completed (Client certificate is required).</p> <p>Ongoing Projects:</p> <ul style="list-style-type: none"> Ongoing projects may be submitted as experiences, provided Go-Live certificate is available and Minimum 60% of original fee value has been received OR 60% of the annual billing value has been received. (Client certificate is required) 			<p>Embassy in the particular country</p> <p>Completed Projects:</p> <ul style="list-style-type: none"> Go-Live certificate required to be submitted AND Payment certificate with minimum 70% of the payment received will be accepted as a proof of project being completed (Client certificate is required). <p>Ongoing Projects:</p> <ul style="list-style-type: none"> Ongoing projects may be submitted as experiences, provided Go-Live certificate/ Partial completion certificate (Minimum 60% work completed certificate) issued from the respective client " 			
21.	Clause 5.1 Pg 65	#	Evaluation Criteria	Description	Maximum Marks	#	Evaluation Criteria	Description	Maximum Marks
		1.	Average Annual Turnover of last three audited financial years	<p>INR above 100 and less than or equal to 200 Cr = 05 Marks</p> <p>INR above 200 and less than or equal to 500 Cr = 10 Marks</p> <p>INR above 500 Cr = 15 Marks</p>	15	1.	Average Annual Turnover of last three audited financial years of the bidder or all the members of the consortium	<p>INR above 100 and less than or equal to 200 Cr = 05 Marks</p> <p>INR above 200 and less than or equal to 300 Cr = 10 Marks</p> <p>INR above 300 and less than or equal to 500 Cr = 12.5 Marks</p> <p>INR above 500 Cr =</p>	15

					15 Marks		
22.	Clause 5.1 Pg 62	NA		New Technical Marking Criteria			
				#	Evaluation Criteria	Description	
						Maximum Marks	
				4	Experience in integration of existing legacy information through APIs systems in Govt. Sector/ PSUs of Bidder	Experience of Bidder in integration of existing legacy information through APIs for Indian government sector/ PSUS <i>(For all such projects value should be above INR 10 Cr., two and half (2.5) marks will be awarded for each project. (Max 2 projects, mutually exclusive with other criteria)</i> Project should have been implemented in last 10 years as on date of the bid submission.	05
23.	Clause 8 Pg 73	SERVICE LEVEL AGREEMENTS		The entire chapter is replaced with Annexure 1			
24.	Clause 9.1 Pg 76	The following time schedule and payment milestone is for the Implementation Phase of the project envisaged to be completed in 10 weeks from issuance of Work Order. Operations and management of the entire system including its sub systems, customer support and responsibility as per SLAs shall be for the duration of 3 years. List of the broad activities to be carried out by the vendor and the timelines from the date of Award of	The following time schedule and payment milestone is for the Implementation Phase of the project envisaged to be completed in 16 weeks from issuance of Work Order. Operations and management of the entire system including its sub systems, customer support and responsibility as per SLAs shall be for the duration of 3 years. List of the broad activities to be carried out by the vendor and the timelines from the date of Award of Contract are given in the table below.	Sr.	Activity	Timelines	

Contract are given in the table below.

Sr. No.	Activity	Timelines
1	Mobilization of Resources, Preparation of the Inception Report	T + 1 week
2	Prepare the Detailed Technical Architecture of the Overall System in consultation with all the Stakeholders, Completion of detail survey and Prepare FRS for all the work streams, Finalize Reporting Formats / Base Rules	T + 3 weeks
3	Prepare SRS, SDD for all the Software Components	T + 4 weeks
4	Supply, Installation, Configuration of various equipment, Components, systems.	T + 6 weeks
5	Acceptance Testing (UAT) for all the systems	T+ 7 weeks
6	Training and Capacity Building for the Officials	T+ 8 weeks
8	Final Acceptance Test (FAT) for overall solution	T+ 9 weeks
9	Formal Go Live	T +10 weeks
10	Operations and Maintenance post Go-Live	5 years
11	Adequate and timely supply of Barcode Labels for printing to be maintained during the period of contract agreement.	To be made available within 48 Hr. of request

No.		
1	Mobilization of Resources, Preparation of the Inception Report	T + 1 week
2	Prepare the Detailed Technical Architecture of the Overall System in consultation with all the Stakeholders, Completion of detail survey and Prepare FRS for all the work streams, Finalize Reporting Formats / Base Rules	T + 3 weeks
3	Prepare SRS, SDD for all the Software Components	T + 4 weeks
4	Provide specifications of various equipment, Components, systems to be procured by stakeholders	T + 6 weeks
5	Acceptance Testing (UAT) for all the systems	T+ 7 weeks
6	Implementation of finalized solution (Excluding the integration of the infrastructure to be procured by private stakeholders)	T+ 8 Weeks
7	Monitoring and calibration of the infrastructure procured by the stakeholders*	T+ 10 weeks
8	Training and Capacity Building for the Officials	T+ 10 weeks
9	Final Acceptance Test (FAT) for Track and Trace Solution	T+ 10 weeks
10	Formal Go Live (Excluding the Integration of Legacy Systems)	T +10 weeks
11	Integration Testing of Legacy System	T + 15 Weeks
12	Final Acceptance Test (FAT) for overall solution	T + 16 Weeks
13	Operations and Maintenance post Go-Live	3 years + upto 1 year (if

			<table border="1"> <tr> <td data-bbox="1211 153 1294 336"></td> <td data-bbox="1294 153 1809 336"></td> <td data-bbox="1809 153 2040 336">extended)</td> </tr> <tr> <td data-bbox="1211 185 1294 336">14</td> <td data-bbox="1294 185 1809 336">Adequate and timely supply of Barcode Labels for printing to be maintained during the period of contract agreement.</td> <td data-bbox="1809 185 2040 336">To be made available within 48 Hr. of request</td> </tr> </table> <p>*The private stakeholder would be procure the infrastructure and equipment between 8th and 10th Week</p>			extended)	14	Adequate and timely supply of Barcode Labels for printing to be maintained during the period of contract agreement.	To be made available within 48 Hr. of request
		extended)							
14	Adequate and timely supply of Barcode Labels for printing to be maintained during the period of contract agreement.	To be made available within 48 Hr. of request							
25.	Clause 9.1 Pg 76	<p>It may be noted that T is the date of Award of Contract notification issued by the Department to successful bidder, who is also called the Vendor. The Vendor has to design and implement a very detailed plan of implementation that seeks to execute several activities in parallel, adopts Critical Path method and commits additional resources to activities falling behind the specifications mentioned in the chapters of this RFP, so as to keep up with the overall deadline. The phasing of the activities mentioned in FRS of this document would be decided upon submission of the detailed plan of implementation on by the successful bidder.</p> <p>The “Go-Live” means that the application is ready in all respect (designing, customization, development, testing & implementation and can now is used by the Department users together J as has been envisaged in the initial detailed Software Requirement Specification document). “Go-Live” means the Go-Live of the application hosted in the designated data center and is capable of being used by the Department for operations across all depots. The hardware installation and “Go-Live” date would be synchronized and under no circumstance there should be a gap of more than 7 calendar dates between these 2 dates.</p> <p>It may be noted that the time schedule for each milestone shown in the table above would be enforced</p>	<p>It may be noted that T is the date of Award of Contract notification issued by the Department to successful bidder, who is also called the Vendor. The Vendor has to design and implement a very detailed plan of implementation that seeks to execute several activities in parallel, adopts Critical Path method and commits additional resources to activities falling behind the specifications mentioned in the chapters of this RFP, so as to keep up with the overall deadline. The phasing of the activities mentioned in FRS of this document would be decided upon submission of the detailed plan of implementation on by the successful bidder.</p> <p>The “Go-Live” means that the application is ready in all respect (designing, customization, development, testing & implementation and can now is used by the Department users together J as has been envisaged in the initial detailed Software Requirement Specification document). “Go-Live” means the Go-Live of the application hosted in the designated data center and is capable of being used by the Department for operations across all depots. The hardware installation and “Go-Live” date would be synchronized and under no circumstance there should be a gap of more than 7 calendar dates between these 2 dates.</p> <p>It may be noted that the time schedule for each milestone shown in the table above would be enforced independently, even though some of them are inter-dependent. This would have a cascading effect of penalties for delays in all other milestones dependent on the precedent milestone. Therefore, the Vendor will have to be extremely careful in establishing an excellent project management</p>						

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26.	Clause 9.1 Pg 76	NA	<p>Payment Terms</p> <p>“The successful bidder would raise monthly invoices to the respective stakeholders based on the actual number of QR codes generated by the respective stakeholders. The respective stakeholder would be required to make payments to the successful bidder within a period of 20 days from the raising of invoice”</p>												
27.	Annexure 6	<table border="1"> <thead> <tr> <th></th> <th>Eligibility Criteria</th> <th>Document Proof</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>The member of consortium must be a Company registered under the Indian Companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 and must have their registered offices with legal</td> <td> a) Certificate of Incorporation/ Registration under companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 b) Pan card </td> </tr> </tbody> </table>		Eligibility Criteria	Document Proof	1.	The member of consortium must be a Company registered under the Indian Companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 and must have their registered offices with legal	a) Certificate of Incorporation/ Registration under companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 b) Pan card	<table border="1"> <thead> <tr> <th></th> <th>Eligibility Criteria</th> <th>Document Proof</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>The member of consortium must be a Company registered under the Indian Companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 and must have their registered offices with legal presence in India and shall be in business for at least five years on the date of submission of bid.</td> <td> a) Certificate of Incorporation/ Registration under companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 b) Pan card </td> </tr> </tbody> </table>		Eligibility Criteria	Document Proof	1.	The member of consortium must be a Company registered under the Indian Companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 and must have their registered offices with legal presence in India and shall be in business for at least five years on the date of submission of bid.	a) Certificate of Incorporation/ Registration under companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932 b) Pan card
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			presence in India and shall be in business for at least five years on the date of submission of bid. The member of consortium shall have a minimum Three years of experience in designing and implementation of QR-code Label printing software and supply of labels.			The member of consortium shall have a minimum Three years of experience in designing and implementation of QR-code/ Barcode Label printing software and supply of labels.	
28.	Annexure 6 Pg 91		Eligibility Criteria	Document Proof		Eligibility Criteria	Document Proof
		2.	The member of Bidding consortium should have a minimum annual turnover of Rs. 50 Cr in the last three financial Years i.e. 2017-18, 2018-19 & 2019-20. The Bidder should have positive net worth as on	a) Copy of audited financial statements of last three years. b) Certificate from the statutory auditor/Company secretary on the Net Worth of the Company as on 31/03/2020.		2. The member of Bidding consortium should have a minimum average annual turnover of Rs. 25 Cr in the last three financial Years i.e. 2017-18, 2018-19 & 2019-20. The Bidder should have positive net worth as on 31.03.2020.	a) Copy of audited financial statements of last three years. b) Certificate from the statutory auditor/Company secretary/Certified Chartered Accountant on the Net Worth of the Company as on 31/03/2020.

		31.03.2020.			
29.	Annexure 6 Pg 91		Eligibility Criteria	Document Proof	
		3.	The member of Bidding consortium should have executed during last five (05) years QR-code label printing software along with supply of Labels for at least Excise department of one State of India OR Executed QR-code label printing software along with supply of Labels for any one Fortune 500 company OR Executed QR-code label printing software along with supply of Labels for three (03) other Private companies out of which at least one	Completed Projects: a. Go-Live“ / Completion certificate issued by the client AND b. Payment certificate with minimum 70% of the payment received will be accepted as a proof of project being completed (client certificate is required). Ongoing Projects: Ongoing projects may be submitted as experiences, provided Go-Live certificate/ Partial completion certificate issued by client is available and minimum 60% of original fees value has been received (client certificate is required) Or minimum 60% of the annual billing value	3.

		<p>(01) company must be having annual turnover above Rs.100 crores</p> <p>Project value must be over INR 10.00 Cr. Note: Fortune 500 company would be the company listed in the Global Fortune 500 list published annually for the previous 5 years as on date of the submission.</p>	<p>has been received (client certificate is required). In case project is in steady state operations, appropriate certificate stating the same from the client should be furnished.</p>	<p>company must be having annual turnover above Rs.100 crores Project value must be over INR 10.00 Cr. Note: Fortune 500 company would be the company listed in the Global Fortune 500 list published annually for the previous 5 years as on date of the submission. If the project is carried out in a country other than India, the required project certificates need to be apostilled by the Indian Embassy in the particular country</p>	
30.	Annexure 6 Pg 91		<p>Eligibility Criteria</p> <p>5. The member of Bidding consortium must have the following valid certifications:-</p> <ul style="list-style-type: none"> • CMMI Level-5 (Software) • ISO 27001-2013 • ISO 2000 - ISO 20000-1 	<p>Document Proof</p> <p>Copies of the valid certificates from authorized agencies.</p>	DELETED
31.	Annexure – 8 Pg 95	Format for Integrity Pack Guarantee			The Bidder will not be required to submit the Integrity Pact Guarantee

32.	General	NA	<p>Obligations of the Authority</p> <ul style="list-style-type: none"> a) Provide access to the successful bidder to the various supply chain nodes that need to be covered under the Track and Trace systems b) Provide functional inputs and sign-offs on the various deliverables including design of the QR code, processes to be followed for the track and trace development c) Provide functional inputs and sign-offs for the track and trace implementation during the development d) Provide office space at the head office or camp office for the establishment of a helpdesk and monitoring center along with electricity e) Issuing instructions to the various stakeholders i.e. Distilleries, Bottling Plants, Breweries, Wholesalers and Importers to procure the infrastructure and equipment as suggested by the successful bidder f) Provide access to the successful bidder to the legacy systems in order develop integration processes such as APIs g) Select the Third Party Auditor for the system Audit
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Annexure 1 – Service Level Agreements



Implementation of QR Code based Track & Trace System for Liquor supply across the State of Punjab On BOOT basis

Service Level Agreement

Excise Department,

Government of Punjab.

Issued by

EXCISE DEPARTMENT, PUNJAB
Excise & Taxation Bhawan,
4th Floor,
Near Mayo Hospital, Sector-69,
Mohali. PIN- 160062
Phones: 0172-2216703
mail: excomm.pb@punjab.gov.in
Website: www.excise.punjab.gov.in

This Service Level Agreement (the “SLA” or the “Agreement”) is entered into on this the ____ day of ____ Month, 20____

BETWEEN

1. The Department of Excise & Taxation, Government of Punjab, engaged in dealing with the taxes and other related activities in Punjab incorporated, and represented by its _____ and having its office at Excise & Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, India (hereinafter referred to as the “Department” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part.

AND

2. _____ having its registered office at _____, (hereinafter referred to as the “Vendor” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS:

- (A.) The Government of Punjab had entrusted to the Authority the Implementation of QR Code based Track & Trace System for Liquor supply across the State of Punjab on BOOT basis (the “Project”), in accordance with the terms and conditions to be set forth in a Service Level Agreement to be entered into.
- (B.) The Authority had adopted a single stage two envelope bidding process and had accordingly invited proposals by its Request for Proposal dated *** (the “Request for Proposal” or “RFP”) for selection of the Bidder for award of the Project.
- (C.) The Authority had prescribed the technical and commercial terms and conditions in the RFP, and invited bids comprising technical and financial bids from the bidders for undertaking the Project.
- (D.) After evaluation of the bids received, the Authority had technically qualified certain bidders including, inter alia, the {the selected bidder/Consortium comprising _____ and _____ (collectively the “Consortium”) with _____ as its lead member (the “Lead Member”)} and accepted the financial bid of the {successful bidder/Consortium} and issued its Letter of Intent No _____ dated _____ hereinafter called the “LOI”) to the {successful bidder/ Consortium} requiring, inter alia, the execution of this Concession Agreement within 30 (thirty) days of the date of issue thereof.

(E.) The Authority has {agreed to the said request of the successful bidder/ Consortium} and has accordingly agreed to enter into this Service Level Agreement with the Vendor for implementation of the Project on Design Built Finance Operate & Transfer basis, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as under:

1. DEFINITIONS

“Agreement” means this Service Level Agreement (SLA) to be signed between the Vendor and the Department by which the performance of the Vendor shall be measured (through Third Party) during the Project execution duration; including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications in the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“Contract” is used synonymously with Agreement.

“Contract Price” means the price to be paid to the Vendor/Contractor for providing the solution, in accordance with the payment terms.

“Confidential Information” means all information including department data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, which is disclosed to or otherwise learned by the Bidder in the course of or in connection with this RFP and the Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this RFP and the Agreement).

“Deliverables” means the products, infrastructure and services agreed to be delivered by the Vendor in pursuance of the Agreement as defined more elaborately in this RFP, implementation and the maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.

“Default Notice” shall mean the written notice of Default of the Agreement issued by one Party to the other.

“Department” means the Excise Department, Government of Punjab.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Department and eventually Government of Punjab of the benefits of free and open competition.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Vendor engaged in the same type of undertaking under the same or similar circumstances.

“Government” means the Government of Punjab.

“Installation” shall mean installation of supplied hardware (If any), system software, software and associated accessories, implementation and integration to achieve functional objectives defined in the RFP.

“Implementation Period” shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate for the Project.

“Intellectual Property” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

“Lead Member of Consortium” shall be the bidding entity or, in case of a Bidding Consortium, a Member Company that is in-charge of the Project and meets the requirements set forth as mentioned in this RFP. For this Project the company providing Track and Trace Software solution shall be the Lead Member of Consortium.

“Law” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of Punjab or any other Government or regulatory authority or political subdivision of government agency.

“Member of Consortium” means each entity in the bidding consortium shall be referred to as a Member of Consortium.

“LoI” means issuing of Letter of Intent shall constitute the intention of the Department to award the Project to the Vendor.

“Material Breach” means a breach by either Party (Department or Vendor) of any of its obligations under this Agreement that has or is likely to have an Adverse Effect on the Project that such Party shall have failed to cure.

“Personnel” means persons hired by the Bidder as employees and assigned to the performance of the infrastructure solution or any part thereof.

“Project” implementation of QR-code based Track & Trace system for liquor supply across the state of Punjab on BOOT basis for Government of Punjab.

“Project Implementation” means project implementation as per the testing standards and acceptance criteria prescribed by client or its nominated agencies.

“Project Plan” means the document to be developed by the Contractor/Vendor and approved by Department, based on the requirements of the Contract. The Project Plan may be changed/ modified during the course of the Project. Should the Project Plan conflict with the provisions of the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

“Period of Agreement” means 3 (three) years from the date of commencement of operations (Go-Live date of Track & Trace System) and further extendable for a period of One year on mutual consent of the Excise Department and the Vendor.

“Parties” means Department and the Vendor for the purposes of this Agreement and **“Party”** shall be interpreted accordingly.

“Successful Bidder” means the Bidder whose bid to perform the Contract has been accepted by tender committee and is named as such in the Letter of Intent/Award.

“Services” means the work to be performed by the Vendor pursuant to this Contract, as described in the detailed Scope of Work.

“Service Down Time” (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in section titled “Warranty Support” are not available to stakeholders.

“Software Application” means the application designed, developed / customized, tested and deployed by the Bidder for the purposes of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the proprietary software components and tools deployed by the Bidder.

“Successful Implementation / Go-Live” will mean:

- i) Successful deployment, commissioning and UAT of the QR CODE based Track and Trace System (web based & Mobile Applications) implemented during the phase.
- ii) Procurement, deployment and commissioning of the hardware at Excise offices/helpdesk/demo stations by the Vendor and procurement of the same by manufactories and wholesale locations required supporting the functioning of modules of that phase by private stakeholders of Project themselves.
- iii) Successful establishment and integration of network connectivity services at all locations of stakeholders.
- iv) Successful Data integration with existing modules of the Department.
- v) Achievement of the Service Levels as expected during all phases.
- vi) Acceptance / sign off from Department of Excise and Taxation or its constituted committees or representatives.
- vii) Training and capacity building for all stakeholders.

“Service Level” means the level of service and other performance criteria, which will apply to the Services delivered by the Bidder.

“Termination Notice” means the written notice of termination of the Agreement issued by the Department.

“User Acceptance Test Document” means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the contractor within 7 days of issuance of the Letter of Award.

“Uptime” means the time period when specified services are available with specified technical and service standards as mentioned in section titled Warranty Support.

“Percentage % Uptime” means ratio of 'up time' (in minutes) as mentioned in section titled “Warranty support”.

“Quoted Project Cost” means the quoted cost per QR code label in Rupees as per the financial bid multiplied by the 180 Crore QR Code labels

“Vendor” means the Successful Bidder who has successfully been awarded the contract for execution of the Project.

2. SLA Definition & Measurement

- (a) The SLA specifies the expected levels of services to be provided by the Vendor to the stakeholders of the Project.
- (b) This expected level is also called the baseline service level.
- (c) Payment of the charges payable to the Vendor is linked to the compliance with the SLA metrics laid down in this Agreement.
- (d) A set of parameters has been identified to ensure the desired performance level of Track & Trace System.
- (e) The table lists out the baseline performance level, method of measurement and how low /high performances will be treated.
- (f) The Vendor will get 100% of payment if the baseline performance metrics are complied. The Vendor will get lesser payment in case of a lower performance on any parameter as detailed in this Agreement.
- (g) The Service Level metrics that define the Service Levels, the method of measurement of each SLA and penalty for not meeting the desired performance level are specified in the Agreement.
- (h) During the period of Agreement, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. Department of Excise and the Vendor.

3. SLA Monitoring

- (a) The aforementioned SLA parameters shall be measured on a daily/weekly/monthly/quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools by a third party expert entity having requisite experience and expertise in such SLA performance auditing. This third party will be selected by the Department for this purpose and all cost charged by the third party for the purpose of such monitoring shall be borne by the Vendor. If third party reveals that the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues as revealed by are not rectified to the complete satisfaction of Department or as an agency designated by them, then Department will have the right to take appropriate corrective actions including termination of the contract.

- (b) The SLAs shall be reviewed on an annual basis as the Department decides after taking the advice of the Vendor and the third party agency mentioned in above clause. All the changes would be made by Department after consultation with the Vendor.

4. SLA Metrics

SLA Critical Service	Coverage Hours	Minimum Performance	Measurement and Reporting
Portal Applications & Services			
Portal and Services Availability Target monthly Based on minutes count per month measured daily Guaranteed availability yearly	24/7/365	99.7% 99.7%	Measure Daily Report Monthly
Portal and Services Response Time (peak hours) Measured on the Portal LAN to eliminate network delays	24/7/365	< 1 second (maximum)	Measure Daily Report Monthly
Application Management			
Web server/ Application server / Database server / integration Components Availability	24x7	99.7%	Measure Daily Report Weekly
Database Management			
Database uptime	24x7	99.7%	Measure Daily Report Weekly
SLA Reporting			
Generate Monthly Operations and Performance Reports	Business Hours		Measured Monthly
Power Backup for Systems	2 Hours	99.7%	Measured Monthly

5. Portal Availability

The Portal should be available 99.7% of the time for the entire calendar month. Failure to meet the above availability requirement will result in a penalty payment equivalent to 0.1% Performance Bank Guarantee (PBG) amount to be deducted from the monthly bill. Failure to meet the above availability requirement for a second consecutive month will result in a penalty payment of 0.2% of the PBG amount. Failure to meet the above availability requirement for "n" consecutive month will result in a penalty payment of nx0.1% of the PBG amount.

6. Security Deposit

The Vendor shall provide a security deposit (the “**Security Deposit**”) in the form of Performance Bank Guarantee (PBG) of the value equal to 6.5% of the Quoted project cost to the Department.

7. Portal Security

7.1 Performance Standard

Portal Security identifies security breaches, attempted breaches or attacks and takes corrective action within 2 hours of the occurrence. This also applies to mere occurrence of security breach due to failure to adhere to proper security standards as per requirement stated in the RFP and this Agreement.

7.2 Penalty

Failure to meet the above security management requirement will result in a penalty payment of penalty equivalent to 1% PBG amount to be deducted from the monthly bill. Failure to meet the above requirement for a second consecutive month will result in a penalty payment of 2% of the PBG amount. Failure to meet the above requirement for "n" consecutive month will result in a penalty payment of n% of the PBG amount.

8. Problem Resolution

8.1 Performance Standard

Portal Problem Resolution identifies hardware, software and communications problems within the Portal production environment and takes corrective action within 2 (two) hours of the occurrence.

8.2 Penalty

Failure to meet the above problem resolution will result in a penalty payment of penalty equivalent to 0.1% PBG amount to be deducted from the monthly bill. Failure to meet the above requirement for a second consecutive month will result in a penalty payment of 0.2% of the PBG amount. Failure to meet the above requirement for "n" consecutive month will result in a penalty payment of nx0.1% of the PBG amount.

9. Indemnity

The Vendor shall indemnify the Department from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Period of Agreement out of:

- a) Any negligence or wrongful act or omission by the Vendor or the Vendor’s Team or any third party associated with Vendor in connection with or incidental to this Contract; or
- b) Any breach of any of the terms of the Vendor’s Bid as agreed, the Tender Document and this Contract by the Vendor, the Vendor’s Team or any third party.

- c) Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and related Services or any part thereof.

The Vendor shall also indemnify the Department against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

10. Time is of The Essence

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the Vendor by the specified completion date. Any delay in the completion of the work described shall constitute a material breach of this Contract.

11. Conflict of Interest

The Vendor shall disclose to the Department in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Vendor's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

Neither the Vendor nor its sub-Contractor(s) nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

1. During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to under this Agreement;
2. After the termination of this Agreement, such other activities as may be specified in the Agreement; or
3. At any time, such other activities as have been specified in the RFP as Conflict.

12. Publicity

The Vendor / Vendor's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Department first gives the Vendor its written consent.

13. Bankruptcy

If the Vendor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, the Department shall be at liberty to terminate the Contract forthwith without any notice in writing to the Vendor or to the liquidator or receiver or to

any person in whom the Vendor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by the Department.

14. Insurance

- a) The Goods supplied under this Contract shall be fully insured by the Vendor, against any loss or damage, till the Acceptance of the System, the Vendor shall submit to the Department, Documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- b) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Department as the beneficiary and the Vendor shall procure an undertaking from the insurance company to this effect; provided that in the event the Vendor has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Department as the sole beneficiary or require an undertaking to that effect.
- c) The Vendor shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the Goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing.
- d) All charges like transportation charges, octroi, etc. that may be applicable till the Goods are delivered at the respective site of installation shall also be borne by the Vendor.
- e) The Vendor during the term of this Contract:
 - i) shall take out and maintain, at his own cost but on terms and conditions approved by the Department, insurance with financially sound and reputable insurers against the risks, and for the coverage, as specified below:
 - ii) shall pay all premia in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable
 - iii) at the Department's request, shall provide evidence to the Department showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- f) Department's liability and workers' compensation insurance in respect of the Personnel of the Vendor/ Vendor's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- g) Insurance against loss of or damage to (i) equipment or assets procured or developed in whole or in part for fulfilment of obligations under this Contract (ii) the Vendor's assets and property used in the performance of the Services, and (iii) any documents prepared by the Vendor in the performance of the Services.

15. Warranty

Warranty period of all deliverable Hardware & Software (including licenses) items is 4 (four) years from the final acceptance from the Department. The Vendor/OEM will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Vendor would be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period, as mentioned in Bill of Material, from the date of final acceptance of the system by the customer. The Vendor shall not, without the express prior written consent of the Department, assign to any third party of the contract or part thereof. Service support for the entire warranty period (four years from the final acceptance from the customer) will be on site and comprehensive (including spares) and free of cost for the entire warranty period.

The Vendor should provide warranty of all supplied hardware under this tender for 3 years from the date of installation/ acceptance by the customer. The Vendor should also provide warranty/ warranty support for all software procured for 3 (three) years from the date of Go- Live of the application.

The system implementation support provided by the Vendor and hand-holding would be for a period of four years from the date of Go-Live of the application. During this period, Vendor should give necessary Knowledge transition to the Department's nominated personnel and get a signoff from the nodal officer of the Department.

16. Warranty Support

The equipment supplied will be warranted against bad workmanship and manufacturing defects, as mentioned in Bill of Material, from the dated of acceptance of the system whole or part. Service support for the entire warranty period will be on site and comprehensive (including spares and all software support) and free of cost for the entire warranty period. As part of the warranty services, the Vendor shall provide:

A comprehensive on-site services, warranty services for 3 (three) years from the date of commissioning for all software & hardware (if any). The Vendor shall obtain the 3 (three) years product warranty and 3 (three) years on site free services warranty from OEM on all licensed software, networking equipment and other equipment for providing warranty support to the Department. Documentary proof from OEM should be submitted after commissioning of hardware / Software.

The supplier shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality of Software & workmanship of all hardware, equipment, accessories etc. covered by the RFP and the Agreement. The Vendor must warrant all Software, hardware, equipment, accessories, spare parts etc. procured and implemented as per this Agreement against any manufacturing defects during the warranty period.

The Vendor shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP and the Agreement.

The Vendor is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP and the Agreement. During the warranty period the Vendor shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost to the Department in case the procured hardware or software is not adequate to meet the service levels.

17. Mean Time between Failures (MTBF)

If during period of Agreement, any equipment has a hardware failure (including servers) on four or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the Vendor at no cost to the Department.

During the warranty period, the Vendor shall maintain the systems and repair / replace at the installed site, at no charge to the Department, all defective components that are brought to the notice of the Vendor.

Warranty should not become void; if the Department buys any other supplemental hardware/software from a third party and install it within these machines under intimation to the Vendor. However, the warranty will not apply to such supplemental hardware items installed.

If required the Vendor shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware procured under this RFP and testing for virus, if any, and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.

The Vendor shall use the antivirus that is available at state. However in case there is a requirement to procure the license for anti-virus, the Vendor shall in consultation with the Department's nominated agency and the nodal officer nominated by the Department would procure the anti-virus Licenses and maintain the service part.

The Vendor shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.

The Vendor shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.

Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).

The Vendor shall develop and maintain an inventory database to include the registered hardware warranties.

18. Annual Technical Support (ATS)

As part of the ATS services, the Vendor shall:

1. Maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.
2. Carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software.
3. Provide from time to time the updates/upgrades/new releases/new versions/patches/bug fixes of the software, operating systems, hardware etc. as required. The vendor should provide free updates/upgrades/new releases/new versions/patches/bug fixes of the software and tools to the Department as and when released by OEM.
4. **Software License Management:** The Vendor shall provide software license management and control. The Vendor shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance.
5. The Vendor shall have complete manufacture's technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues. The Vendor shall provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting.
6. The technical manpower should understand query in English and Hindi.

19. Grafts, commissions, gifts, etc.

It is the Department's policy to require that bidders, suppliers, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Department shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the Department resulting from any cancellation. The Department shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

20. Enforcement of Terms

The failure of either Party to enforce at any time any of the provision of this Contract or any rights in respect thereto or to exercise an option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any other right it may have hereunder.

21. Compliance with Law

The Vendor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required.

The Vendor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labour legislation.

22. Quality Control

The Vendor is obliged to work closely with the Department's officials, act within its authority and abide by directive issued by them on implementation activities.

The Vendor will abide by the safety measures and the Department will not liable from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence.

The Vendor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of department.

The Department reserves the right to inspect all phases of Vendor's operation to ensure conformity to the specifications. The Department shall have engineers, inspectors or other duly authorized representatives made known to the Vendor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of the Department does not relieve the Vendor of the responsibility for quality control in all phases.

The Court of Mohali only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

23. Exit Management

23.1.1 Purpose

- a) This sets out the provisions, which will apply on expiry or termination of the Agreement, the Project Implementation, Operation and Management Service Level Agreement.
- b) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

23.1.2 Plan

- i) The Vendor shall provide the Department or its nominated agency with a recommended exit management plan ("**Exit Management Plan**") which shall deal with at least the

following aspects of exit management in relation to the agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

- A detailed program of the transfer process that could be used in conjunction with a replaced Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - Plans for the communication with such of the Vendor's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Department's operations as a result of undertaking the transfer;
 - proposed arrangements for the segregation of the Vendor's networks from the networks deployed by the Department and identification of specific security tasks necessary at termination (if applicable);
 - Plans for provision of contingent support to the Department and replaced Vendor for a reasonable period after transfer.
 - The Vendor shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- ii) Each Exit Management Plan shall be presented by the Vendor to and approved by the Department or its nominated agencies.
- iii) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Vendor complying with its obligations under this Schedule.
- iv) In the event of termination or expiry of agreement, and Project Implementation, each Party shall comply with the Exit Management Plan.
- v) During the exit management period, the Vendor shall use its best efforts to deliver the services.
- vi) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

This Exit Management plan shall be furnished in writing to the Department or its nominated agencies within 90 days from the Effective Date of this Agreement.

24. Transfer of Assets

- a) The Department shall be entitled to serve notice in writing on the Vendor at any time during the exit management period as detailed hereinabove requiring the Vendor and/or its sub-contractors to provide the Department with a complete and up to date list of the Assets within 30 (thirty) days of such notice. The department shall then be entitled to serve notice in writing on the Vendor at any time prior to the date that is 30 (thirty) days prior to the end of the exit management period requiring the Vendor to sell the Assets, if any, to be transferred to the Excise department or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.

b) In case of contract being terminated by the Department, it reserves the right to ask the Vendor to continue running the project operations for a period of six months after termination orders are issued.

c) Upon service of a notice under this Article the following provisions shall apply: -

In the event, if the assets to be transferred are mortgaged to any financial institutions by the Vendor shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Department.

- i) All risk in and title to the assets to be transferred / to be purchased by the Department pursuant to this Clause shall be transferred to Department, on the last day of the exit management period.
- ii) The Department shall pay to the Vendor on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.
- iii) Payment to the outgoing Vendor shall be made to the tune of last set of completed services/deliverables, subject to Service Level Agreement requirements.
- iv) The outgoing Vendor will pass on to the Department and/or to the replaced Vendor, the subsisting rights in any leased properties/ licensed products on terms not less favourable to the Department replaced Vendor, than that enjoyed by the outgoing Vendor.

25. Cooperation and Provision of Information

During the Exit Management Period

- i) The Vendor will allow department the access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Department to assess the existing services being delivered;
- ii) Promptly on reasonable request by the Department, the Vendor shall provide access to and copies of all information held or controlled by them that they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Vendor or sub-contractors appointed by the Vendor). The Department shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Vendor shall permit the department or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the Department to understand the methods of delivery of the services employed by the Vendor and to assist appropriate knowledge transfer.

26. Confidential Information, Security and Data

- i) The Vendor will promptly on the commencement of the exit management period supply to the Department or its nominated agency the following:
 - Information relating to the current services rendered to the Department and performance data relating to sub-vendors in relation to the services;
 - Documentation relating to Project's Intellectual Property Rights;
 - Documentation relating to consortium partners;
 - All current and updated data as is reasonably required for purposes of the Department or its nominated agencies transitioning the services to its Replaced Vendor in a readily available format nominated by the Department, its nominated agency;
 - All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Department or its nominated agencies, or its replaced Vendor to carry out due diligence in order to transition the provision of the Services to the Department or its nominated agencies, or its replaced Vendor (as the case may be).
- ii) Before the expiry of the exit management period, the Vendor shall deliver to the Department or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.
- iii) Before the expiry of the exit management period, unless otherwise provided under the agreement, the Department or its nominated agency shall deliver to the Vendor all forms of Vendor confidential information, which is in the possession or control of the Department.

27. Transfer of Certain Agreements

On request by the Department or its nominated agency the Vendor shall effect such assignments, transfers, licenses and sub-licenses as the department may require and which are related to the services and reasonably necessary for the carrying out of replacement services by the Department or its nominated agency or its replaced Vendor.

28. Rights of Access to Premises

- i) At any time during the exit management period, where Assets are located at the Vendor's premises, the Vendor will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the Department or its nominated agency and/or any Replaced Vendor in order to make an inventory of the Assets.
- ii) The Vendor shall also give the Department or its nominated agency, or any replaced Vendor right of reasonable access to the Implementation Partner's premises and shall procure the Department or its nominated agency and any replaced Vendor rights of access to relevant

third party premises 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 department or its nominated agency, or its replaced Vendor.

29. General Obligations of the Vendor

- i) The Vendor shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Department or its nominated agency or its replaced Vendor and which the Vendor has in its possession or control at any time during the exit management period.
- ii) For the purposes of this Schedule, anything in the possession or control of any Vendor, associated entity or sub-contractor is deemed to be in the possession or control of the Vendor.
- iii) The Vendor shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

30. Liquidated Damages

In the event of failure to complete the Project as per stipulated timeline, liquidated damage may be imposed on the Vendor for a sum not less than INR 1,00,000/- (Rupees One Lakh) per day or part thereof, subject to a ceiling of INR 1,00,00,000/- (Rupees One Crore). In the event of liquidated damage exceeds INR 1,00,00,000/- (Rupees One Crore), Excise Department reserves the right to terminate this contract with the Vendor and Department will get the job completed by any other competent party. The difference of cost incurred by Department will be recovered from the Vendor. This will also hold true in case Vendor does not make adequate and timely supply of Barcode Labels for printing having requisite quality and for this single deviation every time the penalty for a sum not less than INR10,000/- (Rupees ten thousand) per day may be imposed.

31. Suspension of Work

The Department shall, at any point of time, by giving a notice to the Vendor suspend the progress of the work or any part thereof, if the Department has adequate reasons to do that. Upon receipt of such notice, the Vendor shall forthwith suspend further progress of the work till a communication is received from the Department. The Vendor shall re-commence work only when he has been asked to do so by the Department. The time lost during such suspension shall, if the Department deems it reasonable, but not otherwise, be added to the time allowed for Project completion.

32. Liability

In case of a default on the Vendor's part or other liability, the Department shall be entitled to recover damages from the Vendor. In each such instance, regardless of the basis on which the

Department is entitled to claim damages from the Vendor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Vendor shall be liable for not more than:-

- The payment referred to in the patents and copyrights clause.
- The liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Vendor's negligence.

Further, any other actual damage arising in any situation involving non-performance by Vendor pursuant to or in any way related to the subject of this Agreement, the charge paid by the Department for the individual product or service that is the subject of the claim. However, the Vendor shall not be liable for:-

- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.
- For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Vendor here under.

33. Patents & Copyright

If a third party claims that a product delivered by the Vendor to the Department infringes that party's patent or copyright, the Vendor shall defend the Department against that claim at Vendor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Vendor.

34. Governing Laws

This Contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Mohali shall have exclusive jurisdiction in all matters arising under the Contract. The Vendor shall keep himself fully informed of all current national, state and municipal law and ordinances. The Vendor shall at his own expense, obtain all necessary permits and licensed and pay all fees and taxes required by law. These shall entirely be Vendor's obligation regarding any claim of infringement.

35. Workmen's Compensation

In every case in which by virtue of the provision of the Workmen's Compensation Act, 1923 or any other relevant acts and rules, compensation to a workmen employed by the Vendor, is payable, then this should be done by the Vendor. If the Department is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and dues of the Vendor. The Department shall not be bound to contest any claim made against the Vendor in respect of workmen's compensation.

36. Vendor's Employees

The Vendor shall comply with the provision of all labour legislation including the requirement of the Payment of Wages Act, 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Vendor must ensure that the vendor complies with PF, ESI regulation for all his deployed employees. The Vendor shall also see that all authorized sub-vendors under him similarly comply with the above requirement.

37. Safety Measures

The Vendor shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Vendor shall take adequate measures to protect the work and prevent accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the Vendor in taking proper precautionary measures, the Vendor shall be responsible for and must make good the loss of the damage at his own cost to the satisfaction of the Department and employees of the Department shall be indemnified from all claims or liabilities arising therefrom or any expenses incurred on account thereof.

38. Equipment's

All hardware (desktops, printers & HHTs etc.) and connectivity which will be required at distillery/manufactory, distributor/wholesalers level shall be procured by the distilleries/manufactories and distributor/wholesaler itself in a manner prescribed in this RFP. The equipment including all software used by the Vendor for a particular work must be appropriate for the type of the work. The Vendor shall maintain the equipment/software used for the work properly so that they are in good working condition. In no case shall the Vendor use defective or imperfect equipment in the work. The Vendor shall arrange to replace or repair all defective equipment/software so that the progress of the work is not hampered. No defective equipment/software should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipment's during the course of the execution of the work.

39. Force Majeure

- a) For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire, explosion, pandemic (including but not limited to Covid-19), quarantines, storm, flood or other adverse conditions, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b) Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender Document. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- c) The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Vendor / Vendor's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- d) In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

40. Termination

The Department may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

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- (a) Where the Department is of the opinion that there has been such event of default on the part of the Vendor which would make it proper and necessary to terminate this Contract and may include failure on the part of the Vendor to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender Document or under this Contract.
- (b) Where Department comes to know that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Department, in relation to any of terms of the Bidders Bid, the Tender Document or this Contract.
- (c) Where the Bidder /any Member of Bidder Consortium ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder or Member of Bidder Consortium, any failure by the Bidder or Member of Bidder Consortium to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder / Member of Bidder Consortium or the happening of any such events that are

adverse to the commercial viability of the Bidder / Member of Bidder Consortium. In the event of the happening of any events of the above nature, the Department shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity

- (d) Termination for Insolvency: The Department may at any time terminate the Contract by giving written notice to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

In the event of termination of this Contract by the Department before the expiry of the term, the Vendor shall be given a period of 30 days to demobilize itself. The Bidder may, subject to approval by the Department, terminate this Contract before the expiry of the term by giving the Department a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract or as mutually agreed to by both the parties.

41. Consequences of Termination

In the event of termination of this Contract, whether consequent to the stipulated Term of the Contract or otherwise the Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Department and/or the successor agency, as may be required, to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of this Contract, for the remainder of the Contract term.

Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Vendor or due to the fact that the survival of the Vendor as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Department through re-determination of the consideration payable to the Vendor as agreed mutually by Department and Vendor or through a third party acceptable to both parties may pay the Vendor for those Goods that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by the Department and satisfactorily performed by the Vendor up to the date of termination.

Without prejudice any other rights, the Department may retain such amounts from the payment due and payable by the Department to the Vendor as may be required to offset any losses caused to the Department as a result of the Termination or due to any act/omissions of the Vendor. In case of any loss or damage due to default on the part of the Vendor in performing any of its obligations with regard to executing the scope of work under this Contract, the Vendor shall compensate the Department for any such loss, damages or other costs, incurred by the Department. Additionally, the Vendor's Team and/or all third parties appointed by the Vendor shall

continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the Vendor's Bid, the Tender Document and this Contract, in an identical manner as were being performed before the collapse of the Vendor as described above in order to execute an effective transition and to maintain business continuity.

Nothing herein shall restrict the right of the Department to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Department under law. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

42. Dispute Resolution

- (a) If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the parties hereto shall endeavour to settle such dispute amicably under the chairmanship of Excise Commissioner or person nominated by him and/or by Conciliation to be governed by the Arbitration and Conciliation Act (Act 26 of 1996), 1996. If dispute is not resolved amicably within 30 days or such extended period as the parties may mutually agree, the parties or either of them may refer the dispute to a sole Arbitrator to be appointed by the mutual consent of both the parties here in. If the parties cannot agree on the appointment of the arbitrator within one month from the notice by one party to the other for reference to arbitration of such dispute, then the Arbitrator shall be appointed as per provisions of the Arbitration and Conciliation (Act 26 of 1996) Act, 1996.
- (b) The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, (Act 26 of 1996)1996.
- (c) The Arbitration proceedings shall be held in Mohali, Punjab, India.
- (d) The Arbitration proceeding shall be governed by the substantive laws of India.
- (e) The proceedings of Arbitration shall be in English language.
- (f) If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- (g) It is a term of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- (h) It is also a term of the Contract that neither party to the Contract shall be entitled for any interest on the amount of the award.

- (i) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- (j) The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- (k) Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- (l) Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of THE DEPARTMENT by:

SIGNED, SEALED AND DELIVERED For and on behalf of THE VENDOR by:

Signature

Signature

Designation :-

Designation : -

Name :-

Name :-