

Engaging Consultant for Providing Advisory Services for Strengthening the Public Finances of Government of Punjab Revenue Mobilization, Expenditure Control and Boosting GST Revenue

Sr. No.	RFP Clause No.	Page No.	RFP Clause detail	Amendment Sought / Suggestion	Justification	Clarification
1	5.5.1 – d – 4.1	14	<p>Adequacy and Quality of Resources proposed for deployment</p> <p>Team Leader/Project Manager</p> <p>a) Educational qualification Meets minimum qualification i.e. Minimum graduate with MBA or qualified CA</p>	Please allow inclusion of Cost Accountant in educational qualification		No Change
2	5.5.1 – d – 4.2	15	<p>Adequacy and Quality of Resources proposed for deployment</p> <p>Public Finance Specialist-Consultant</p> <p>a) Educational qualification Meets minimum qualification i.e. Minimum graduate with MBA (Finance) or CA</p>	Please allow inclusion of M.A.(Economics) and Cost Accountant in educational qualification		No Change
3	5.5	15	<p>Selection Process</p> <p>Taxation Specialist Consultant</p> <p>a) Educational qualification Meets minimum qualification i.e. Minimum graduate with MBA (Finance) or CA</p>	Please allow inclusion of CS, CMA, LLB as criteria for taxation specialist.	In the industry the taxation related work is performed by Company secretary, cost accountants and legal graduates instead of MBA	No Change
4	10.5	35	No escalation would be allowed due to changes in taxes and duties	Kindly edit this clause to include the following "Any Indirect tax on services provided will be charged on actuals"	Any change in rate of GST and other applicable duties should be absorbed by the Purchaser on actuals.	No Change

5	5.2	9	Objective of the Assignment -develop systemic tools for detection and recovery of Tax evasion including GST; analyze and detect non-compliance by GST taxpayers	Substitution of the word "Develop" with "Support through use of systematic tools as available with the Department/provided by GSTN"	The resources as required under the ambit of this RFP do not have skillset to develop systemic tools. We understand that this is not an IT development project. In case this project has core IT development scope, requesting you to increase the resources by required skillsets like Developers, testers, QA etc.	No Change
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1	3. (Sr. no. 4)	pg. no. 7	Last Date and time for submission of bids - 17.04.2023 at 03.30 P.M.	Request to provide an extension of atleast 7 days to provide us sufficient time to incorporate changes to RFP and for submission of a quality proposal	To ensure quality proposal submission	No change
2	3. (Sr. no. 12)	pg. no. 7	Rs. 2,00,000/- (Rs. Two Lakh only) to be paid on State e-Procurement portal https://eproc.punjab.gov.in through online mode	Request if BG is allowed as an option	This allows better liquidity and flexibility to bidders	No change
3	3. (Sr. no. 15)	pg. no. 7	Method of selection Least cost based method	To ensure optimal balance of quality and costs we suggest the mode of procurement be changed to QCBS with 80:20 ratio	This is to ensure the appointment of the most technically qualified firm/company.	No change
4	5.3.2	pg. no. 10-11	Scope of Work 1. The deliverables will be submitted as part of the monthly progress report and the deliverables will be set forth at the beginning of each quarter. 2. However, in addition to the above said deliverables, the Purchaser, during the tenure of the contract, as per its requirements (need basis) may also assign other specific deliverables to be undertaken by the successful bidder. The timelines for such other specific deliverables shall be defined separately.	It is assumed that the list and timelines of quarterly & additional deliverables will be mutually decided by both parties considering the team's expertise and size. Kindly confirm.	This is requested to avoid inconvenience to parties at the time of service delivery for the project	No change
5	5.4.3	pg. no. 11-12	Technical Evaluation Based on the above technical factors, each bidder would be assigned a technical score (marks) out of 100. Based on their ranking in technical score, the Bidder scoring 75 marks or more would be referred to as "Technically Qualified Bidders" and shall be eligible for Financial Evaluation.	It is suggested that minimum score for qualification be 80.	This is to ensure qualification of well qualified consultants.	No change

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6	5.1 (a), Sr. No. 1	pg. no. 16	<p>Evaluation Criteria Upto 3 projects* (completed or ongoing) during previous five years. 8 marks for each project 6 additional marks for more than 3 projects</p> <p>Completed – the bidder should have successfully completed projects of „similar works“ in last 5 years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 with Central Government / State Government / PSU. Ongoing works – the bidder should have received at least one payment in last 5 years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 with Central Government / State Government / PSU.</p>	- We would request relaxation in the criteria for previous work from 5 years to 10 years (as almost 2 years were lost in COVID)	This is to to make up for the occurrence of unforeseen circumstances created by the global pandemic	No change
7	5.5.1 (c)	pg. no. 14	<p>c. Bidder annual average turnover for the last 3 financial years Bidder should have an annual average turnover of more than Rs. 50 crore from consultancy/ advisory services for the last 3 financial years i.e. 2019-20, 2020-21 and 2021-22. Evaluation Criteria: <ul style="list-style-type: none"> ● More than Rs. 50 crore – up to Rs. 75 crore= 5 marks ● More than Rs. 75 crore- up to Rs. 100 crore- 5 marks ● More than Rs. 100 crore- up to Rs. 125 crore- 5 marks ● More than Rs. 125 crore- 5 marks </p>	Request you to clarify if additional five marks are allocated to each slab, that means, cumulative scoring for each slab shall be- Evaluation Criteria: <ul style="list-style-type: none"> ● More than Rs. 50 crore – up to Rs. 75 crore= 5 marks ● More than Rs. 75 crore- up to Rs. 100 crore- 10 marks ● More than Rs. 100 crore- up to Rs. 125 crore- 15 marks ● More than Rs. 125 crore- 20 marks 	This is for the purpose of clarity.	Understanding is correct on cumulative basis
8	5.1 (d), Sr. No. 4	pg. no. 16	<p>Solution Architect/Systems (Technical) Expert (1 resources)</p> <p>Evaluation criteria: The expert should have demonstrated experience of 3 years in: - Experience in designing systems using open - source technologies. - Experience in designing complex data systems and in particular experience of design data systems for a government entity - Should have an understanding of fintech, angular, dotnet and queries / database - Should have an understanding of IFMS and PFMS system</p>	- The nature of support from this resource is unclear. It will be good to specify the scope for this position to ensure best possible resource is mapped to this position - It is assumed that the scope of work includes only designing of systems and not system development. Kindly confirm.	- This is for the purpose of clarity - Development of systems requires software development expertise and resources with experience in software development domain	No change

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9	5.5.1	pg. no. 12-14	<p>Selection Process</p> <p>Supporting documents required for technical criteria (a), (b) and (c)</p> <p>Work orders along with the completion certificate confirming year, cost and area of activity.</p> <p>Completion here means completed / ongoing works for which at least one payment has been released to the bidder between April 1st, 2017 to march 31st, 2022.</p>	<p>We request you to modify the clause as following- Work Order along with with the completion certificate or proof of one or more payments in case of ongoing projects or statutory auditors certificate should be provided. The supporting documents on cumulative read should confirm year, cost and area of activity.</p>	<p>Since all clients do not provide completion certificate, we are requesting for relaxation.</p>	No change
10	5.5.1 (Sr. No. 4.1, 4.2 & 4.3	pg. no. 14-15	<p>d) Adequacy and Quality of Resources proposed for deployment</p> <p>4.1 Team Leader/Project Manager Educational qualification: Meets minimum qualification i.e. Minimum graduate with MBA or qualified CA (2 marks)</p> <p>4.2 Public Finance Specialist-Consultant Educational qualification: Meets minimum qualification i.e. Minimum graduate with MBA (Finance) or CA</p> <p>4.3 Taxation Specialist-Consultant Educational qualification: Meets minimum qualification i.e. Minimum graduate with MBA (Finance) or CA</p>	<p>We request to modify the educational qualification criteria for these 3 resources as follows:</p> <p>4.1 Team Leader/Project Manager Educational qualification: Meets minimum qualification i.e. Minimum graduate with MBA or masters in Finance / Accounting/ Economics / Statistics or qualified CA (2 marks)</p> <p>4.2 Public Finance Specialist-Consultant Educational qualification: Meets minimum qualification i.e. Minimum graduate with MBA (Finance) or masters in Finance / Accounting/ Economics / Statistics or CA</p> <p>4.3 Taxation Specialist-Consultant Educational qualification: Meets minimum qualification i.e. Minimum graduate with MBA (Finance) or masters in Finance / Accounting/ Economics / Statistics or CA</p>		No change

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11	5.5.2	pg. no. 16	<p>Selection Process Bidder would deploy on site team consisting of members as proposed to be stationed in Chandigarh and all the proposed members would be required to be deployed on full time basis in Department of Finance. However, work from home allowed for a maximum duration of five working days in a month*.The purchaser would provide office space and furniture for sitting to the proposed team.</p> <p>Note: Such work from home facility would be duly approved in advance from the competent authority and a maximum of 2 resource persons would avail this facility at a time.</p>	<p>If there are any circumstances (including ongoing COVID crisis) that reasonably restrict travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, we request you to allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract. We request you to kindly confirm the same and accomodate in the respective clause.</p>	Such situations are beyond the control of the firm/company and impact deployment of resources on-site	No change
12	5.5.2	pg. no. 16	<p>Selection Process Bidder would deploy on site team consisting of members as proposed to be stationed in Chandigarh and all the proposed members would be required to be deployed on full time basis in Department of Finance. However, work from home allowed for a maximum duration of five working days in a month*.The purchaser would provide office space and furniture for sitting to the proposed team.</p> <p>Note: Such work from home facility would be duly approved in advance from the competent authority and a maximum of 2 resource persons would avail this facility at a time.</p>	<p>- We understand that all resources are allowed to work remotely on the engagement, provided that the number of days of remote working per individual does not exceed 5 working days in a month and not more than 2 resources are availing the remote working facility at a time. Kindly confirm on our interpretation of the clause.</p> <p>- We also understand that the number of resources availing remote working facility in the engagement team can exceed 2 resources within a month owing to fulfilment of conditions mentioned above</p>	For clarity	No change
13	5.5.2	pg. no. 16	<p>Selection Process Bidder would deploy on site team consisting of members as proposed to be stationed in Chandigarh and all the proposed members would be required to be deployed on full time basis in Department of Finance. However, work from home allowed for a maximum duration of five working days in a month*.The purchaser would provide office space and furniture for sitting to the proposed team.</p> <p>Note: Such work from home facility would be duly approved in advance from the competent authority and a maximum of 2 resource persons would avail this facility at a time.</p>	We request you to kindly allow 8-10 working days of Work from Home facility from Team Leader/Project Manager position, considering that he/she will be a senior resource being deployed from another location to Chandigarh. This will allow to propose qualified and experienced resource capable of project execution in line with the designed TOR. The Consultant will continue to ensure the quality and timeliness of the services provided under the assignment.	This is allow Consultant to propose qualified and experienced resource from other locations having internationaland national experience	No change

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14	6.8.2	pg. no. 20	Financial Bid The Bidder as part of its Financial Bid shall account for all out of pocket and other expenses including all permits, approvals, travel cost, Laptops etc. to be deployed during the currency of the Contract.	We assume that the project work requires travel within Chandigarh only. Additionally, OPEs for official travel undertaken outside Chandigarh (if required) for project execution should be reimbursed on actuals	In case of travel outside Chandigarh details of such travel and departments to be covered is required to calculate out of pocket expenses	No reimbursement out of pocket expenses.
15	6.10.2	pg. no. 21	Selection of Bidder In case Successful Bidder refuses to sign the contract, their EMD shall be forfeited. In such case, the bidder whose Financial bid is second lowest (L2) shall be asked to match the rates of the Bidder (L1) and so on.	We suggest that there should be a contract negotiation procedure for both the parties to arrive at a common understanding before signing. Current clause provides for unilateral forfeiture of EMD. We request you to accommodate the same in the respective clause	This is to promote transparency	No change
16	7.2	pg. no. 23	Confidentiality	- It is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. In view of the same, we request to define exceptions to confidential information for the engagement. - Additionally, we request to define the survival period of confidentiality obligations to one year post expiry or termination We request you to kindly accommodate the same in the respective clause		Refer clause 7.2.3 of RFP
17	7.3	pg. no. 23	Consortium, Outsourcing and Sub-Contracting Consortium, Outsourcing and sub-contracting are not allowed for this engagement. The bidding entity must be a single entity duly registered under the applicable laws of country. All resources deployed must be full time employees of the bidding entity at the time of contract signing.	- We request you to kindly allow consortium or subcontracting allowing onboarding with individuals with specialized skills that in general prefer sub-contracting model over being full time employed with the Consulting organization on roles. The bidder will continue to take responsibility of the outputs of the individual subcontractors.	This will allow Consultant to propose the best suited resources for the team proposed continuing long-term on this project.	No Change

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18	7.3	pg. no. 23	<p>Consortium, Outsourcing and Sub-Contracting</p> <p>Consortium, Outsourcing and sub-contracting are not allowed for this engagement. The bidding entity must be a single entity duly registered under the applicable laws of country. All resources deployed must be full time employees of the bidding entity at the time of contract signing.</p>	<p>- We understand that the upon signing of the agreement/contract a minimum time period of 1 month shall be provided to the successful bidder for mobilization of resources. We request you to kindly add the respective clause.</p> <p>- Additionally, it was agreed upon in the pre-bid conference organised for the project that the resources shall be full time employees of the bidding entity at the time of mobilization of resources. In view of the same requesting to amend the clause as follows: <i>"All resources proposed must be full time employees of the bidding entity at the time of mobilization of resources. The time period for mobilization of resources shall be of 30 days from the date of signing of contract ".</i></p>	This will allow Consultant sufficient time to propose the best suited resources for the team proposed as given our firm's policies background verification and other checks of resources requires some time	No Change
19	7.4	Pg. no. 23-24	<p>Termination of Contract</p> <p>The Purchaser without prejudice to any other remedy for breach of Contract, by a written notice of not less than 60 (Sixty) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons: 1.If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or If the Successful Bidder fails to bid or respond for three consecutive bids given by the purchaser without assigning any satisfactory reason to purchaser in writing or on email</p>	We propose to limit the implication of the clause to termination of contract and limitation of liability to be maximum to the amount paid under this contract. We request you to kindly accommodate the same in respective clause.	Since the list of deliverables is not clear, service delivery timelines may be impacted given the open-ended nature of additional deliverables required at the time of project implementation.	No Change
20	7.4,7.5 & 7.6	Pg. no. 23, 24 & 25	<p>7.4 Termination of Contract for default 7.5 Termination of Contract for convenience 7.6 Termination of contract for Insolvency, Dissolution, etc.</p>	To uphold the principles of natural justice and to bring parity in the contract, we request you to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	To bring transparency	No Change

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21	7.11	pg. no. 27	<p>Contract Period This selection of Successful Bidder shall be valid for a period of 1 years initially from the date of signing of contract. If the services of the Successful Bidder are found satisfactory, contract may be further extendable on yearly basis, with a maximum period of 5 years at the discretion of the Competent Authority. In case the term of contract is extended, the price / rate shall be escalated @ 3% of price bid of each time of extension.</p>	Since the deliverables are not clear and will be decided on a periodic basis, we propose to add a clause wherein addition of resources at the beginning of each extension can be considered in line with the increased workload, as per mutual agreement	For better service delivery	No Change
22	7.13.5	pg. no. 28	<p>Exit Management The bidder should also be bound to transfer the knowledge / tool / any software developed during the engagement to the purchaser and shall be handed over to the purchaser on preparation of final report or on termination of the contract.</p>	We understand that software development is not a part of the scope of work under this project in its current form. We request to define any softwares development related tasks, if required under the scope of work and accordingly modify the team composition for the same.	Development of systems requires software development expertise and resources with experience in software development domain	No Change
23	8	Pg. no. 28	<p>SLA and Penalties 1. Submission of PBG within 10 days of issue of Letter of Intent- Rs. 2,000/- per day 2. Signing of Contract within 15 days of issuance of Lol- Rs. 2,000/- per day 3. Non-Adherence to the timelines as mentioned in this RFP attributable to the successful bidder- Rs. 5,000/- per day</p>	Many of the conditions laid down are prejudicial to the bidder as delays could be attributable to reasons beyond the control of the bidder. As such only relevant penal provisions should be applied and be replaced with entire table. For example, the PBG release is dependent on internal compliance of Consultants and Banks that may take ver 10 days. Similary, prior to signing of contract, the contract format and conditions are reviewed legally by both Client and Consultant, and the delay may be attributatble to both parties. Considering above illustrations, we request you to kindly remove the penalty clause 1 to 3.	This is to improve service delivery	No Change
24	8	Pg. no. 28	<p>SLA and Penalties 3. Non-Adherence to the timelines as mentioned in this RFP attributable to the successful bidder- Rs. 5,000/- per day</p>	From point number 3 'Non-Adherence to the timelines as mentioned in this RFP attributable to the successful bidder', we undertsand that the timelines in RFP do not include the deliverable timelines set up every quarter, as currently RFP does not constiue of any deliverable timelines and that will be set over course of project execution. Kindly confirm	This is to improve service delivery	No Change

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25	8 (Sl. No. 4)	Pg. no. 28	<p>SLA and Penalties</p> <p>Activity - Any change of resource for any role, during team deployment or during project duration, from the CV as proposed during evaluation and approved by State Government.</p> <p>Penalty for delays beyond target level - In case of any delay in providing such equivalent replacement either during team deployment at project commencement or in mid- course of project, 0.5% of work order value per replacement per week of delay shall be deducted from payment.</p>	<p>1. We request you to confirm that the penalty will be applied in case there is a delay in deployment of proposed resource or replacement resource and not on the replacement as such. Kindly confirm.</p> <p>2. We request you to apply 0.5% of penalty on the amount of total remuneration assigned for respective resource, instead of 0.5% penalty of work order, as it seems unjustified to apply penalty on cumulative remuneration of all resources, instead of for the respective resource.</p>	This is to improve service delivery	No Change
26	9.1.1	Pg. no. 28-29	<p>Payment Terms</p> <p>Payment to the Successful Bidder shall be made quarterly.</p>	<p>- We suggest providing a list of deliverables for the project and map the payment milestone against the same or alternatively allow payments on monthly basis</p> <p>- We request if an amount equal to 10% of the contract amount should be provided as mobilization advance as the same is already covered under the PBG. This will allow for upfront costs incurred by the consultant to relocate the staff to the client location.</p>	This is to maintain continuous cash flows for project	No Change
27	NA	NA	Leaves Policy	There are no clauses pertaining to number of leaves allowed to resources during the engagement. We understand that the HR policies of the state government pertaining to leaves shall be applicable to the resources deployed in addition to the State Government holidays.	For better clarity	No change
28	NA	NA	Leaves Policy	Request to define the implications of the additional leaves taken by the deployed resources over and above the allowed leaves on the payment terms.	For better clarity	No change
29	NA	NA	Liabilities	We request to either to define the liabilities, exceptions & indirect or consequential losses. If not, we request to limit the liabilities under the engagement at 1time of the total contract value or insurance proceeds, whichever is higher	For clarity on conditions of contract	No change

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30	NA	NA	Indemnity	<p>The indemnity clauses are not defined for the engagement. We suggest to define the indemnity clauses as follows (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified</p>	For clarity on conditions of contract	No change

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				<p>Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>		

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31	NA	NA	Indemnities	<p>Request to document indemnity clauses with exceptions and add the following indemnity clause:</p> <p>"1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."</p>	For clarity on conditions of contract	No change
32	NA	NA	Conflict of Interest	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	For clarity on conditions of contract	No change