

CLARIFICATION OF PRE-BID QUERIES ON RFP FOR SELECTION OF STATE IMPLEMENTATION CONSULTANT (SIC) UNDER IMPLEMENTATION OF E-GOVERNANCE IN MUNICIPALITIES IN MEGHALAYA WITH THE PILOT IN SHILLONG MUNICIPALITY

4 (four) firms has raised queries on the RFP document released by the Department. They are (i) Wipro Ltd (ii) TCIL Ltd (iii) Price Waterhouse Coopers Ltd. and (iv) Ernst & Young LLP.

The clarifications on the queries are as under:-

A. WIPRO LTD.

S. No.	Pg. No.	Section	Point	Clarification	Proposed	Clarifications from Department
1	20	5.1	Timeline	It has been provided that deadline for submission of RFP is T+30 days and completion of bid process is T+45 days.	This may not be achievable as once RFP is submitted by the consultant, it will need to be first approved by the State then it will have to be published. Once published as per CVC guidelines minimum of 21 days have to be provided to bidders for submission of their proposals. Proposed is to keep the completion of bid management time as Submission of RFP date + 6 weeks.	Please refer corrigendum
2	21	6.1.	Role 3: Consultant (Capacity Building & Change Management)	Qualifications from Indian Society for Training & Development (ISTD)	As the main requirement for the Consultant (Capacity Building & Change Management), is to arrange for conducting Change Management plan and workshops and conduct training for different level, hence request you to remove this requirement of Qualification from ISTD and emphasize on experience in handling Change Management and Capacity Building assignments.	Please refer corrigendum
3	23	6.1.	Role 4: Consultant (BPR & Urban Reforms)	Must be a Masters in the Urban Development & Planning and related studies	As the main requirement for Consultant (BPR & Urban Reforms) is to do the process study and Business process Reengineering for e-Municipality citizen service delivery, hence, Masters in the Urban Development and planning and related studies would not be very relevant and Masters Degree with experience in Urban Development Sector and e-Municipality project would be more relevant.	Please refer corrigendum
4	26	2.16	Payment terms	Systematic closure of activities and Knowledge Transfer as mentioned in Scope of Work. Please clarify the exact details of the activities that falls under the scope of SIC.	Request you to clarify the Systematic closure of activities belong to the activities related to of SIC scope of work and deliverables only.	Yes. Correct.
5	28	4	Scope of Work	Preparation of Functional Solution Design (FSD)	As in the approved DPR (which is already prepared) the As-Is processes, To-Be processes and BPR requirements is	As per RFP

					already there (as per the MoUD standard DPR guideline), please confirm if the preparation of Functional Requirement Specification (FRS) is required to prepare only under FSD.	
6	28	4	Scope of Work	Phase II: Assessment Study and Preparation of Functional Solution Design (FSD) based on the approved DPR and other ICT initiatives of the Dept.	Details of other ICT initiatives are desired.	Bidders may contact the department to get more details on the other ICT initiatives.
7	29	5.1	Timeline	In Table 10 :In Phase II the timeline for Submission of Functional Solution Design (FSD) is T + 45 days and the timeline for Submission of Request for Proposal (RFP) for selection of SDA/ASP ia also T+30 days.	As FRS should be a part of RFP , hence please clarify that the timeline for submission of RFP needs to be more than the Submission of Functional Solution Design (FSD).	Please refer corrigendum
8	29	6.1	Resorce Deployment	Under the responsibilities of the project manager it is mentioned that “Prepare the DPR for State and process for obtaining approval”	As we understand from the RFP, Preparation of DPR is not within SoW of SIC and it is already prepared and approved. Please confirm.	Please refer corrigendum
9	29	6	Resource Deployment	The roles, responsibility and educational qualification of Bid Process Management Expert has not been provided	Please clarify.	Please refer corrigendum
10	29	6	Resource Deployment	In case of replacement of resource(s) or deployment of additional man-power, if any, the decision of Department shall be final and binding	There might be certain events which are beyond the control of the organization/ SIC and in such cases the replacement should acceptable if the resource proposed is meeting all the criteria mentioned in the RFP	No change. If any such situation arises during the period of engagement of the consultant, each situation shall be considered on case to case basis depending upon the merit of the claim by the consultant.
11	29	2.5 (iii)	Fraud and Corruption	The Department will declare a Consultant ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Consultant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in	The Department will reject the bid or terminate the contract after serving a notice of 30 days, as the case may be, declare a Consultant ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Consultant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.	No Change

				executing, the contract.		
12	29	2.7	EMD	The earnest money of unsuccessful bidder shall be refunded on request by the bidder after final award of contract.	We request that the EMD of unsuccessful bidder be returned within 10 days of declaration of Selected Bidder.	No Change
13	29	2.9	Disqualifications	Exhibited a record of poor performance such as abandoning work, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;	Request to delete	No Change
14	25	2.15	Confidentiality	As per RFP	<p>ii. Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally (provided that such verbal disclosures shall be reduced to writing and submitted to the other party within 15 days of such verbal disclosure)or otherwise by the Bidder/ Consultant and/ or the Department to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.</p> <p>Further, we request to have mutual confidentiality obligations.</p>	To be finalized during agreement with the selected bidder
15	30	2.16	Payment terms	As per RFP	<p>We request that the payment terms be considered as below: "i-Submission of Inception report-10% ii-Acceptance of Functional Solution Design (FSD) - 15% iii-Acceptance of Request for Proposal (RFP) for selection of SDA/ASP-15% iv-Completion of Bid Process Management for selecting SDA/ASP-10% v-Acceptance of Project Plan for Implementation and Support-10% vi-Approval of Change Management and Capacity Building Plan-10% vii-Completion of Change Management through Capacity Building and Signed off by Dept.-10% viii-Obtaining STQC Certification of Implementation-5% ix-Project Go-Live-5% x-Systematic closure of activities and Knowledge Transfer as mentioned in Scope of Work-5%</p>	No Change

					xi-Acceptance of Closure Report submitted by SIC by the Dept.-5%" The payment terms for project management phase of 24 months is not given. We request that the payment be made quarterly in advance within 10 days from submission of invoice.	
16	30	3.4 (iii)	Consultant Personnel	Maximum number of replacements to be made in the team of resources deployed on the project shall not exceed beyond 2 for one year of the contract signed between Department and Consultant.	Request to delete	No change
17	31	3.9. i	Performance assessment	In case the deliverables as per approved work plan are delayed beyond the approved timelines, a penalty of 1% of contract value for every week of the delay, subject to maximum of 10% of contract value shall be imposed, after which contract may be terminated.	We request that the rate of penalty be 0.5% for every week of delay, subject to maximum of 2.5% of the value for that particular delivery milestone.	No Change
18	32	3.9. ii	Performance assessment	The selected bidder shall ensure that the same resources committed in the technical proposal during the bid process, shall be deployed during the actual execution of the project. In case the resources as proposed in the technical bid are not deployed, a penalty of Rs. 2,00,000 (Rupees Two Lakhs only) shall be applicable on each such replacement.	The penalty should not be charged for any reason beyond the reasonable control of the Consultant, such as retirement, resignation, death, disability or medical incapacity, among others. Also we request that penalty be charged at Rs. 10,000/- for each replacement. For any delay in the activities, which is not under control of SIC, there should be compensation for such delay on pro rata basis.	Please refer corrigendum
19	33	3.9. iii	Performance assessment	In case of more than 2 resources are replaced per year by the Consultant, then a penalty of 0.5 % of contract value per resource change, subject to a maximum of 5% of contract value shall be imposed, after which the contract may be terminated. The resource change as a request of Department shall not fall under this category.	Request to delete as we already have penalties for delayed deliverables. Also, if there is a delay in any activities as per delivery milestone, without the control of the SIC, there should be compensation on pro rata basis as per the payment milestone.	No change. If any such situation arises during the period of engagement of the consultant, each situation shall be considered on case to case basis depending upon the merit of the claim by the consultant.

20	41	3.9. iv	Performance assessment	In case of non-availability of resource (including change of resource as per request of Department) for more than 2 weeks, a penalty of 0.5 % of contract value per resource non-availability subject to a maximum of 2.5% of contract value shall be imposed after which the contract may be terminated.	Request to delete as we already have penalties for delayed deliverables. Also, if there is a delay in any activities as per delivery milestone, without the control of the SIC, there should be compensation on pro rata basis as per the payment milestone.	No change. If any such situation arises during the period of engagement of the consultant, each situation shall be considered on case to case basis depending upon the merit of the claim by the consultant.
21	41	3.9. v	Performance assessment	Above penalties shall be worked out & imposed independently	We request that the below be added to the clause: The overall maximum aggregate penalty under the contract would not exceed 5% of the contract value."	10% cap in total penalties to be provisioned. Please refer corrigendum
22	41	3.10.ii	Termination of contract	As per RFP	We request that the Department give 30 days advance written notice for termination of contract.	Please refer corrigendum
23	41	3.10. (ii)(c)	Termination of contract	Quality of work is not satisfactory	Request to delete.	No Change
24	43	3.11	Termination for Insolvency, Dissolution etc.	As per RFP	We request that the Department give 30 days advance written notice for termination of contract under this clause.	Please refer corrigendum
25	43	3.12	Termination for Convenience	As per RFP	We request that the Department give 60 days advance written notice for termination of contract under this clause.	Please refer corrigendum
26	43	Clause not present in RFP	Clause not present in RFP		The Consultant shall have the right to terminate the contract, after providing a written notice of 30 (thirty) days to the Department, in case the Department fails to make payment as per the contract. Further, in case of termination of the contract, Department shall immediately pay to the Consultant, all amounts due for the services rendered till the effective date of the termination.	No Change
27	43	3.13	Force Majeure	As per RFP	The Consultant shall not be liable for forfeiture of its PBG, payment of penalties or termination of contract for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.	Agreed.
28	44	3.14	Taxes and duties	As per RFP	We request to add as under: "In case of any increase or decrease in the rate of taxes, duties or levies, the same shall be borne by the Department. Also in case a new tax, duty or levy is	No change

					imposed, the same shall be borne by Department."	
29	45	3.15.2	Resolution of disputes	As per RFP	We request that the arbitration be referred to a panel of arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator.	No Change
30	46	3.17	Arbitration	As per RFP	We request that the clause be replaced with the below clause: "If any dispute between the Parties cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Shillong, India."	No Change
31	46	7.1 Form 1.2	Covering letter	As per RFP	We have read the all the provisions of RFP and confirm that these are acceptable to us, except for the deviations submitted by us.	No Change
32	49	7.1 Form 1.3	Covering letter	We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.	Request to delete	No Change
33	49	7.1 Form 1.5	Covering letter	Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.	Request to delete	No Change
34	57	7.1 Form 1.6	Covering letter	We declare that we do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.	Request to delete	No Change
35	Clause to be added	Clause to be added	Retained Rights	Clause not present in RFP	Each Party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest	To be finalized during agreement with the selected bidder

					that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner.	
36	Clause to be added	Clause to be added	Changes to Services	Clause not present in RFP	Either Party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule, fee, or any other aspect of the Agreement. Wipro will prepare a Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule, and fee. Absent a Change Order signed by the Parties, Wipro shall not be bound to perform any additional or out-of-scope services beyond what is stated in the Agreement.	To be finalized during agreement with the selected bidder
37	Clause to be added	Clause to be added	Deemed Acceptance	Clause not present in RFP	Any Deliverable(s) / Work Product(s) provided to the Customer shall be deemed to have been accepted if the customer puts such Deliverable(s) / Work Product(s) to use in its business or does not communicate its disapproval of such Deliverable(s) / Work Product(s) together with reasons for such disapproval within 10 days from the date of receipt of such Deliverable(s) / Work Product(s).	To be finalized during agreement with the selected bidder
38	Clause to be added	Clause to be added	LOL	Clause not present in RFP	Notwithstanding anything to the contrary elsewhere contained in this Agreement, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages. Subject to the above and notwithstanding anything to the contrary contained herein or elsewhere, the maximum aggregate liability of the Vendor, regardless of the form of claim, shall not exceed the value of the PO to which the claim relates.	To be finalized during agreement with the selected bidder
39	Clause to be added	Clause to be added	Savings Clause	Clause not present in RFP	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro's non-performance is caused by Company's omission to act, delay, wrongful action, failure to provide inputs, or failure	To be finalized during agreement with the selected bidder

					to perform its obligations under this Agreement.	
40	New clause	2.16	Payment Terms	As per model RFP published by MoUD, payment for SIC should be processed at the end of each quarter for two years. Even most of the States have followed the same terms.	Quarterly Payment against invoice submission. In case the payment terms remains unchanged, the payment against delivery milestone should be made to firm as per timeline on submission of delivery without any waiting for dependencies that doesn't fall under consultant's responsibility	To be finalized during agreement with the selected bidder
47		2.13.2	Evaluation of Technical proposal	As per evaluation marks and Form 2-a (Pager No. 51), there is no categorization of marks for bidders having more than 3 for Sl. 1 to 3. Kindly share criteria for evaluation if more than one bidder has more than minimum no. of relevant experiences	1. Projects in e-Governance consulting under NMMP with value more than INR 1 Crores in last 3 Years. > 5 projects = 10 Marks > 3 and < = 5 = 5 marks < = 3 = 0 Marks 2. Project Management Consultancy in Urban Development Sector - 2a. Each Project Management Consultancy in Urban Development Sector in North East India will carry 2 marks, subject to maximum of 5 Marks 2b. Each Project Management Consultancy in Urban Development Sector other than North East India will carry 2 marks, subject to maximum of 5 Marks 3. relevant experience in NE India - 1 Marks for wach project subject to maximum of 10 marks	Please refer corrigendum
48			Evaluation of Technical proposal	Detailed Work Plan and Project Monitoring Strategy is carrying 15 marks each. As these sections are subjective and holding a significant portion of the total marks and in absence of objectivity, bidder will not be able to understand the markings during evaluation.	To make the technical evaluation criteria more objective, request you to increase the marks in the past relevant experiences to judge the capability of the organization, and give lesser marks to Sl No 4 and 5 and increase the marks for Sl 1,2 and 3. The marks for Sl No 4 & 5 can be 10 marks each and the other 10 marks can be added for past relevant experience.	No change
50		Form - 3	Commercial Proposal Format	The commercial proposal format , in the Project management cost sheet, Duration (in Months) is mentioned.	As , this assignment is on Fixed Price Project (FPP) , on delivery milestone basis only, the duration in Man month would not be required , as Man month rate along with number of resource should be ideal.	No change
52				Sharing of approved DPR	We request you to share the approved DPR to understand the requirement better.	The bidder may approach the department to obtain detailed information on submitting a written request.
53			Extension of Bid Submission Date		We request you to extend the bid submission date by another 1 week.	Please refer corrigendum

B. TCIL LTD.

S no	Page #	Section	Sub Section	Details	Clarification required / Suggestions	Clarifications from Department
1	8			Last date and time for receipt of proposals - 10.11.2014 at 2:00 pm	It is requested to provide 15 more days to submit the proposal.	Please refer corrigendum
2	41	5	5.1	Table 10: Indicative list of deliverables and milestones for SIC	Some activities are parallel in all 4 phases. May please clarify	Please refer corrigendum

C. PRICEWATERHOUSE COOPERS LTD.

S. No.	Page	Section/Sub-section/ Annexure	Clause/Phrase of RFP on which clarification is required	Clarification / Change required	Clarifications from Department
1.	Page 23, Page 51	Clause 2.13.2, Evaluation of Technical Proposal, Point No 3. Clause 7.2, Form-2a: Past Relevant Experience	3. Relevant Experience in North East India iii. Relevant past experience in East/ North East India etc.	It is understood that the current project being in North east, relevant experience in NE shall be considered for evaluation under this clause. Pls clarify. Also, how many project citations shall fetch us the highest marks i.e. 10?	Please refer corrigendum
2.	Page 23	Clause 2.13.2. Evaluation of Technical Proposal, Point No 1.	Past Relevant Experience in e-Governance consultancy	Pls clarify how many projects will be considered for full marks i.e. 10?	Please refer corrigendum
3.	Page 23	Clause 2.13.2., Evaluation of Technical Proposal, Point No 2.	Relevant Past Experience in Project Management in Urban Development sector	Pls clarify how many projects will be considered for full marks i.e. 10?	Please refer corrigendum
4.	Page 24	Clause 2.13.2. Evaluation of Technical Proposal, Point No 6.	Detailed Profiles of Personnel Constituting Project Team	Please clarify if all positions are carrying equivalent marks (5 positions = 20 marks; hence 4marks for each position)? For a particular position, say project Manager the required qualification is mentioned 7+ years of work experience, where 4 years in IT projects and 3 years in MC domain. Pls clarify the exact qualification and exp of the profiles which would be considered for awarding highest marks in this category i.e. 20?	Please refer corrigendum
5.	Page 26	Clause 2.16, Payment Terms, Point No viii.	Obtaining STQC Certification of Implementation	SIC to support obtaining certification. SIC will not be responsible or liable for this certification. Request you to remove this payment terms as the deliverable is dependent on third party.	No change
6.	Page 27	Clause 3.4., Consultant Personnel, Point No iii.	Maximum number of replacements to be made in the team of resources deployed on the project shall not exceed beyond 2 for one year of the contract signed between Department and Consultant.	Request to change as - "Maximum number of replacements to be made in the team of resources deployed on the project shall not exceed beyond 4 for one year of the contract signed between Department and Consultant."	No Change. If any such situation arises during the period of engagement of the consultant, each situation shall be considered on case to case basis depending upon the merit of the claim by

					the consultant.
7.	Page 27	Clause 3.4., Consultant Personnel, Point No v.	If the Department requests to replace resource(s), then Consultant shall be required to replace the resource(s) within 2 weeks from the date of request raised.	Request to change as - "If the Department requests to replace resource(s), then Consultant shall be required to replace the resource(s) within 4 weeks from the date of request raised."	No Change. If any such situation arises during the period of engagement of the consultant, each situation shall be considered on case to case basis depending upon the merit of the claim by the consultant.
8.	Page 28	Clause 3.9, Performance Assessment, Point No ii.	The selected bidder shall ensure that the same resources committed in the technical proposal during the bid process, shall be deployed during the actual execution of the project. In case the resources as proposed in the technical bid are not deployed, a penalty of Rs. 2,00,000 (Rupees Two Lakhs only) shall be applicable on each such replacement. However, the penalties as mentioned in clause 3.9. ii. Above shall not be applicable if there is a delay of more than 3 months between the bid submission date and the agreement/ contract signing date, for reasons solely attributable to the department.	Request to change as - "ii. The selected bidder shall ensure that the same resources committed in the technical proposal during the bid process, shall be deployed during the actual execution of the project. In case the resources as proposed in the technical bid are not deployed, a penalty of Rs. 1,00,000 (Rupees One Lakhs only) shall be applicable on each such replacement. However, the penalties as mentioned in clause 3.9. ii. above shall not be applicable if there is a delay of more than 2 months between the bid submission date and the agreement/ contract signing date, for reasons solely attributable to the department."	Please refer corrigendum
9.	Page 29	Clause 3.9, Performance Assessment, Point No iii.	In case of more than 2 resources are replaced per year by the Consultant, then a penalty of 0.5 % of contract value per resource change, subject to a maximum of 5% of contract value shall be imposed, after which the contract may be terminated. The resource change as a request of Department shall not fall under this category.	Request to change as - "iii. In case of more than 4 resources are replaced per year by the Consultant, then a penalty of 0.5 % of contract value per resource change, subject to a maximum of 5% of contract value shall be imposed, after which the contract may be terminated. The resource change as a request of Department shall not fall under this category."	No change
10	Page 29	Clause 3.10, Termination of Contract		Will there be any third party agency to evaluate the performance of SIC?	Yes
11.	Page 29	Clause 3.12, Termination for Convenience	The Department reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience.	Please specify the timeline of Notice period	Please refer corrigendum

12.	Page 42	Clause 5.2, Acceptance of Deliverables	The acceptance of deliverables or completion of activities shall be linked to the acceptance by or satisfaction of the state.	The department shall approve / provide written comments on all deliverables within 7 days of submission for acceptance of deliverables or completion of activities, else the deliverables or completion of activities shall be deemed to have been accepted.	No change.
13.	Page 43	Clause 6. Section 6: Resource Deployment, Point No 5.	Bid Process Management Expert	Please specify the qualification criteria for Bid Process Management Expert.	Please refer corrigendum
14.	Page 46	Role 3: Consultant (Capacity Building & Change Management) - No. Of Resource(s): 1, Qualifications and Experience: Point No 4.	Qualifications from Indian Society for Training & Development (ISTD)	Request to remove the criteria 4 from the section.	Please refer corrigendum
15.	Page 47	Role 4: Consultant (BPR & Urban Reforms) - No. of Resource(s) : 1- Qualifications and Experience: Point No 1	Must be a Masters in the Urban Development & Planning and related studies	Request to change the criteria as "Must be a Masters in the Urban Development & Planning and related studies or Bachelor in Civil Engineering"	Please refer corrigendum
16.	Page 51	7.2 Form-2a: Past Relevant Experience	The following supporting documents would be accepted in order to substantiate the citations provided by the bidders: a. Project Completion Certificate from Client, Copy of Work Order/ Purchase Order/ Agreement copy etc	Pls clarify if a Client certificate shall be acceptable in case the project is ongoing.	Yes
17.	Page 43, 57	7.6. Form 3: Commercial Proposal Format 6. Section 6: Resource Deployment	The commercial figure quoted will be an all- inclusive figure – inclusive of out-of pocket expenses and all taxes, duties, etc. payable. No out- of-pocket expenses will be reimbursed separately. Bid process management Expert – As per requirement	Please clarify the extent of travel involved during the project. In case travel outside Shillong is required, can the Department arrange for boarding & lodging of the Consultants. In order to provide detail as asked in Table ii. Project Management – pls specify the duration (in months) for Bid process management Expert, to calculate the overall financial estimate of the efforts.	Project in Shillong only hence case does not arise.
18.				In how many ULBs the State applications will be rolled out apart from the pilot i.e. Shillong Municipal Corporation? If the	Project in Shillong only hence case doses not arise.

				applications will be rollout in the other ULBs, will department bear the travelling cost?	
19.				The RFP articulates that the payment milestones are linked to acceptance and other broad parameters. In case any delay in the completion of the milestone & if the delay doesn't pertain to the consultant services, the department can appropriately release part or complete payments against the submitted deliverable. Hence we request the department to kindly <u>append/modify</u> the clause as mentioned above.	No Change
20				We suggest that a pre-agreed acceptance criteria be decided with the Client and there is a need to expressly document that the number of rounds for the procedure for attaining acceptance and iterations thereof for selected bidders deliverables shall be limited to two rounds. The deliverables should be judged as per a pre-agreed acceptance criteria and the concept of Deemed Acceptance Criteria to be brought in. We request the department to kindly add this clause.	As per RFP
21.	Page 8	Clause: Document Control Sheet, SI No 5, 6.	Last date and time for receipt of proposals - 10.11.2014 at 2:00 pm, Date and time of opening of Proposals - 10.11.2014 at 4:00 pm	Request to extend the last date for submission by at least 2 weeks after release of corrigendum.	Please refer corrigendum

D. ERNST AND YOUNG LLP

Sr No.	Title and Clause reference	Page No.	Clause Description	Query of the Applicant / Clarification sought by the Applicant	Clarifications from Department
1	Document Control Sheet, Clause 5	8	Last date and time for receipt of proposals: 10.11.2014 at 2:00 pm	We would like to submit that sufficient time is required to make a responsive bid based on the pre bid clarification meeting which is scheduled on 3rd November 2014. Moreover, a project of this magnitude requires approvals from various ends. We therefore request an extension of 2 weeks.	Please refer corrigendum
2	2.12 Submission of proposal	22	Bidders shall submit their Proposals at the office address on or before the last date and time for receipt of proposals mentioned in document control sheet.	We understand that submission either by hand or post is acceptable. Please confirm.	Yes. Correct
3	2.13 Evaluation of Technical Proposal	23	Parameters and Weightages Point No. 3 - Relevant Experience in North East India	We understand that relevant experience in North East means experience in e-Governance Consultancy in North-East that includes the following: <ul style="list-style-type: none"> · Preparation of Inception Report · Assessment Study and Preparation of Functional Solution Design (FSD) · Bid Process Management · Implementation Planning and Support Request confirmation on the above.	Yes. Correct
4	2.15. Confidentiality	25	Confidentiality	We would request to add the following in the end of the para; "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as	To be finalized at time of agreement with the selected bidder

				necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement. "	
5	3.6 Intellectual Property Rights	28	Intellectual Property Rights	<p>We would request to add the following in the end of the para;</p> <p>"Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials (i.e Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre-existing material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to grant the Client an irrevocable, transferable, non- exclusive, paid-up, royalty free and perpetual license to use, modify and copy such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement."</p>	To be finalized at time of agreement
6	3.9. Performance Assessment	28	<p>Point No. i:</p> <p>In case the deliverables as per approved work plan are delayed beyond the approved timelines, a penalty of 1% of contract value for every week of the delay, subject to maximum of 10% of contract value shall be imposed, after which contract may be terminated.</p>	<p>We would request to add the following in the end of the para;</p> <p>"It is agreed that overall limit for penalties that may be levied under this agreement on the Consultant shall not exceed 10% of the total fees paid to the Consultant."</p>	Agreed. 10% cap in total penalties to be provisioned. Please refer corrigendum.
7	3.9. Performance Assessment	29	The selected bidder shall ensure that the same resources committed in the technical proposal during the bid process, shall be deployed during the actual execution of the	Certain unavoidable circumstances or humanitarian ground resist re-location of resources at certain point of time. Considering the same, request waiver of the clause.	Please refer corrigendum

			project. In case the resources as proposed in the technical bid are not deployed, a penalty of Rs. 2,00,000 (Rupees Two Lakhs only) shall be applicable on each such replacement.		
8	3.9. Performance Assessment	29	In case of more than 2 resources are replaced per year by the Consultant, then a penalty of 0.5 % of contract value per resource change, subject to a maximum of 5% of contract value shall be imposed, after which the contract may be terminated.	A relaxation in this clause is sought considering the fact that the resources are not bound by a bond to serve the company for a definite period of time.	Not Agreed. If any such situation arises during the period of engagement of the consultant, each situation shall be considered on case to case basis depending upon the merit of the claim by the consultant.
9	3.9. Performance Assessment	29	In case of non- availability of resource (including change of resource as per request of Department) for more than 2 weeks, a penalty of 0.5 % of contract value per resource non-availability subject to a maximum of 2.5% of contract value shall be imposed after which the contract may be terminated.	<p>Please find our observation on the same;</p> <p>a. Typically bid evaluation and contract closure takes long time and the resource is assigned to other projects. If the client wants same resource, then a defined period of say 6 weeks from bid submission to be allowed and resource will not change</p> <p>b. Sometimes resources leave the organization. In such cases penalty don't apply</p> <p>c. Penalty value is too high. It is requested that it should be based on resource specific cost and not overall project value</p> <p>Considering the above, request to relax the conditions.</p>	Not Agreed. If any such situation arises during the period of engagement of the consultant, each situation shall be considered on case to case basis depending upon the merit of the claim by the consultant.
10	Clause 3.12 Termination for Convenience	30	Termination for Convenience	<p>We would request to add the following at the end of the para:</p> <p>"Upon termination Organization shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination."</p>	To be finalized at time of agreement with the selected bidder
11	3.14 Taxes & Duties	30	The Consultant shall be entirely responsible for all taxes; duties, etc. incurred	We propose that in case any new or additional tax is imposed on the Consultant due to Services provided by it under this Agreement by any government after the date of submission of the bid, it shall be borne by the Client.	No change
12	Clause 3.15.2 - Resolution of	30/31	Resolution of Disputes	It is mentioned that in case of failure of the arbitrator to be appointed by Secretary, UAD. It is proposed that such sole	No change

	Disputes 3.17 - Arbitration		and Arbitration	arbitrator should be appointed as per the mutual consent of the parties or as per the rules laid down under Arbitration and Conciliation Act 1996	
13	4.Scope of Work	33	However, in addition, the Consultant shall be required to provide full assistance and support to the state, and carry out additional activities required for completion of overall intent of the project:	We understand that any additional activities required should be related to the scope of the project. Request confirmation	Yes
14	6. Resource Deployment	43	Each member of the team must be a full time employee of the Tenderer / consortium member and shall be working with the tenderer / consortium member for a considerable duration and Two years in the case of Project Manager(s).	We request for relaxing the 2 years duration of Project Manager to 1 year only.	No change
15	Section 6.1 Responsibilities, Qualifications & Experience Requirements	46	Role 3: Consultant (Capacity Building & Change Management) - No. Of Resource(s): 1 'Qualifications from Indian Society for Training & Development (ISTD)	Consultants with relevant experience in capacity building and change management are engaged in all e-governance initiatives. We therefore request to remove the clause 'Qualifications from Indian Society for Training & Development (ISTD)	Please refer corrigendum
16	Section 8: Annexure A Earnest Money deposit	59	Whereas the Department has issued RFP notification no. <Notification no.> dated <Date of notification> to M/s <Name of the Company> a company incorporated in India under the Companies Act, 1956	Consulting companies are moving towards LLP and is being allowed by all govt tenders now. EY being incorporated in India under the Companies Act, 1956 has moved towards EY LLP and has participated in various govt. bids. Request to allow EY LLP to participate in the bid.	Accepted. Please refer corrigendum.
17	General Query		Limitation of liability	a. Request to add the following clause: b. "Client (and any others for whom Services are provided) may not recover from EY, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this	To be finalized at time of agreement with the selected bidder

				<p>Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.</p> <p>Client (and any others for whom Services are provided) may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.”</p>	
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Director, Urban Affairs,
Meghalaya, Shillong.