

Ministry of Home Affairs

Selection of Project Management Consultants for Monitoring of NERS-ITSP and CAD-SP issued on 31 Aug 2015

Pre-Bid Query Response

The Ministry of Home Affairs, Government of India, floated the tender on 31 Aug 2015 for the competitive bidding process for Selection of Project Management Consultants for Monitoring of NERS-ITSP and CAD-SP for 5 years.

Pre-bid meeting of the above said tender was held on 7 Sept 2015 at MHA office. MHA received pre-bid queries from the prospective bidders till 10 Sept 2015.

Amendments have been made to the above said tender after examination of the pre-bid queries raised by prospective bidders.

Clarifications to pre-bid queries are attached with this corrigendum as “**Annexure 1 RFP changes**” and “**Annexure 2 – Pre-bid queries clarifications**”.

This is to inform the prospective bidders that bid submission date has been extended to **5th November 2015**. The original date of submission was **15th October 2015**.

All other terms and conditions of the tender document would remain same.

Sd/-
SO (SC/ST)
Ministry of Home Affairs
New Delhi
Date: Oct 09 2015

Annexure 1 – RFP Changes

S. No.	RFP Clause Reference	Old clause	Changed clause
1.	Section 3, Clause 3.2.7	The Bidder shall ensure that none of the Key Personnel (refer Clause 10.2 of Section 5 of the RFP) proposed, exit from the project during first 18 months of the project. The change of Key Personnel will be accepted only in case of person leaving the organization or medical exigency. It is important that the Bidder submits profiles of only those resources that are available for the project. In case of any change of the Key Personnel during the first 18 months of the project, it would attract a <u>penalty as per clause 39 in this Section</u> irrespective of the reasons. It does not apply in case of change requested by the Purchaser. Every change in any case will require the approval of the Purchaser.	The Bidder shall ensure that none of the Key Personnel proposed, exit from the project during first 18 months of the project. The change of Key Personnel will be accepted only in case of person leaving the organization or medical exigency. It is important that the Bidder submits profiles of only those resources that are available for the project. In case of any change of the Key Personnel during the first 18 months of the project, it would attract a <u>penalty equivalent to the salary for the remaining months</u> , irrespective of the reasons. It does not apply in case of change requested by the Purchaser. Every change in any case will require the approval of the Purchaser. <u>Key personnel are defined in Section 2.23.6 Sr No 2.1 to 2.5</u>
2.	Section 5 , Clause 5.2.1, Sr. No. 5	Contact Center Manager Desirable Certifications - CISSP/CISC/CISA	Desirable certification has been removed for Contact Center Manager profile.
3.	Section 3, Clause 3.5.1	The term of this Contract is for 5 years. Any cost overrun in the project will be	The term of this Contract is for 5 years. Any cost overrun in the project <u>solely attributable to the Bidder will be borne by the bidder.</u>
4.	Section 2, Clause 2.23.7 Sr No. 1B	Bidder should have an annual turnover of at least Rs. 50 Crores in each of the last three(3) financial years (ending 31st March 2014) <u>accruing from Project Management</u>	Bidder should have an annual turnover of at least Rs. 50 Crores in each of the last three(3) financial years (ending 31st March 2014)
5.	Section 4, Technical Bid Letter, Sr m, Pg 26	All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. This bid is valid for a period of <u>90</u> days from the date of submission of RFP response.	All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. This bid is valid for a period of <u>120</u> days from the date of submission of RFP response.
6.	Section 3, Clause 3.12	Clause Inserted	<u>Regardless of anything contained (except for the Bidder's/OEM's liability for bodily injury and/ or damage to tangible and real property for which it is legally</u>

S. No.	RFP Clause Reference	Old clause	Changed clause
			<u>liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of the Bidder is restricted to the total value of the contract.</u>
7.	Section 2, Clause 2.21.4	Bidder should have executed at least 2 projects of <u>10cr or more</u>	Bidder should have executed at least 2 <u>Consulting</u> projects <u>in IT sector of Rs 5 cr each</u>
8.	Section 2, Clause 2.23.7, Sr No 1C	At least 2 projects of <u>10cr or more preferably in Emergency Response</u>	At least 2 <u>Consulting</u> projects in <u>IT sector of Rs 5 cr each</u>

Annexure 2 – Pre-bid queries clarifications

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
IPE Global Private Limited	1	2.1	5	Procedure for Submission of Bids	The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates.	Does submission in Hard copy also require?	Bid should be uploaded electronically on the CPP portal only. Only Tender Fees and EMD are required to be submitted in Hardcopy at MHA.
IPE Global Private Limited	2	2.21.4	13	Qualification Criteria	Bidder should have executed at least 2 Projects of 10cr or more.	Please clarify nature of the project. Whether consulting, PMU or design & development	Please refer to Annexure 1Sr No. 8
IPE Global Private Limited	3	3.2.7	19	Staffing and team	The Bidder shall ensure that none of the Key Personnel (refer Clause 10.2 of Section 5 of the RFP) proposed, exit from the project during first 18 months of the project. The change of Key Personnel will be accepted only in case of person leaving the organization or Medical exigency. It is important that the Bidder submits profiles of only those resources that are available for the project	We would request you to relax this criteria; as turnaround ratio in IT industry is very high. It will be difficult for any organization to Commit resources for first 18 months; as there are locations issues and internal transfers happening for various reasons. Moreover, pumping in new resources from time to time brings in new insights to the engagement.	Please refer to Annexure 1Sr No. 1

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
IPE Global Private Limited	4	3.2.7	19	Staffing and team	In case of any change of the Key Personnel during the first 18 months of the project, it would attract a penalty as per clause 39 in this Section irrespective of the reasons.	Primarily we request you to not to consider Penalty for this clause. Moreover, there is nowhere mentioned clause 39 in the RFP document. Please mention the penalty clause	Please refer to Annexure 1Sr No. 1
IPE Global Private Limited	5	3.3	21	Payments	Quarterly payment on Submission of Duly Signed Timesheets , any Travel Expense Reports andMilestone Reports Due in that quarter	Please clarify whether payment is only on the quarterly basis and not deliverable linked	RFP condition prevails
IPE Global Private Limited	6	5.2	42	Scope of work	The Bidder will have to provide the following Manpower to ensure effective project management during implementation and operations and maintenance phase of NERS.	Please clarify all resource as per requirement to be stationed in MHA premises?	All resources will be stationed at MHA or NERS site in NCR.
IPE Global Private Limited	7	5.2	42	Scope of work	Project Manager – 2 nos. with PMI / Prince2 Certification.	We would request to consider Resources with 10 years' experience and above and also would request you also accept Project Management Certification, e-Governance, Six –sigma, Quality related certifications.	RFP condition prevails
IPE Global Private Limited	8	5.2	42	Scope of work	Application and Database Architect with Togaff, OpenCA or ITac	We request you to also consider any Database Management certifications like – OCP, SIEBEL, SQL Server, etc.	RFP condition prevails.

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
IPE Global Private Limited	9	5.2	42	Scope of work	<ul style="list-style-type: none"> • Contact Center Manager – 1 nos. with CISSP/CISC/ CISA • Security – Audit Manager • Security – SOC Manager • Security Audit Specialist • Security Application Specialist • Function Point Expert with IFPUG Certification 	Please consider any kind of Security / Software Testing / Project Management Certifications so that more number of CVs can be proposed	RFP condition prevails. For Contact Center Manager qualifications please refer to Annexure 1Sr No. 2
IPE Global Private Limited	10	5.2	42	Scope of work	Project Coordinator-States – 6 Nos. with PMI / Prince2 Certification.	Would request you also accept Project Management Certification, e-Governance, Six –sigma, Quality related certifications.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
IPE Global Private Limited	11	1.C	15	Technical Evaluation	At least 2 project of 10cr or more preferably in Emergency Response	<p>It is requested to also consider Projects with components of Grievance Redressal, Call Centre set –up.</p> <p>Also we request to revise the Marking structure of 40 marks into such that :-</p> <p>5 Marks – for 1 Project of the value of less than crore</p> <p>5 marks - for 1 Project of the value of more than 2 crore</p> <p>5 marks - for 1 Project of the value of more than 5 crore</p> <p>5 marks - for 1 Project of the value of more than 10 crore</p> <p>Multiply, 5 marks with the number of Projects for each of the category (Maximum 2 projects in each category; totaling to a maximum marks of 40 under this section).</p>	RFP condition prevails
IPE Global Private Limited	12	2.4	15	Technical Evaluation	Contact Centre Expert	We request to consider CV with valid experience in handling and leading Command Centre/ Software Development Team/ Project Management Unit	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
IPE Global Private Limited	13	3.2.13	20	Staffing and team	The Bidder shall be responsible for the deployment, transportation, travel, accommodation and other requirements of all its employees required for the execution of the work and provision for all costs/charges in connection thereof.	Please clarify if the engagement is required to Travel outside and/or within Delhi. In case, yes, then kindly provide the nature and frequent of Travel for the entire project period; as this impacts the Financial Budgeting of the Project.	Only Travel outside the base location will be reimbursed by Purchaser subject to production of actual vouchers admissible under GOI rules. Rates are capped as per entitlement of a Director Level officer in GOI. Please refer to clause 5.2.2 Pg 44 Note.
IPE Global Private Limited	14	3.2.15 & 3.2.16	20	Staffing and team	The Purchaser's Representative may at any time object to and require the Bidder to remove forthwith from the Sites; any authorized representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Purchaser's Representative the person in question has misconduct or his / her deployment is otherwise considered undesirable by the Purchaser's representative; or the team's performance for professional incompetence or negligence or for being deployed for work for which he is not suited or for any other reason	We request you to impose any penalty in which case the Purchaser requests to withdraw any resource so deployed for any reason, whatsoever.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
IPE Global Private Limited	15	3.2.17	20	Liquidated Damages	Completion of All Deliverables as per Clause 5.2.2 in Section 5 - 1% of the quarterly payment for every week of delay	The Penalty clause for Quarterly Payment per week is much on the higher side. We request you to reduce the Penalty from 1% to 0.5% per week.	RFP condition prevails
IPE Global Private Limited	16	5.2.2	42	Deliverables and Reports (point No. 15)	Field Visit and Impact Study	Request you to kindly clarify the details of Field Visits required, duration of stay and location.	RFP condition prevails
IPE Global Private Limited	17			Consortium		We request you to allow Consortium which will maximize our strength and bring in the best of resource pool for best delivery to the project	RFP condition prevails
Telecommunications Consultants India Limited (TCIL)	1	SECTION-1	4	1.9	Bidders must note that bids, including both online bid submission and hardcopy submission and tender fees, received after due date and time shall be rejected. Purchaser would not be responsible for any delay in submission of bids.	i) Kindly clarify that only one hardcopy is required for submission.	Bid should be uploaded electronically on the CPP portal only. Only Tender Fees and EMD are required to be submitted in Hardcopy at MHA.

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Telecommunications Consultants India Limited (TCIL)	2	SECTION-1	3	1.5	All bids must be accompanied by Earnest Money Deposit (EMD) of Rs. 20,00,000 (Rupees Twenty Lakhs only) in the form of Bank Guarantee.	Kindly provide the budget of the said project.	RFP condition prevails
Telecommunications Consultants India Limited (TCIL)	3	SECTION-3	19	3.2.7	The Bidder shall ensure that none of the Key Personnel (refer Clause 10.2 of Section 5 of the RFP) proposed, exit from the project during first 18 months of the project.	Clause 10.2 is not available in the document. Kindly provide details referred here in this clause.	Refer to Annexure 1Sr No. 1
Telecommunications Consultants India Limited (TCIL)	4	SECTION-3	19	3.2.7	It is important that the Bidder submits profiles of only those resources that are available for the project. In case of any change of the Key Personnel during the first 18 months of the project, it would attract a penalty as per Clause 39 in this Section irrespective of the reasons	Clause 39 is not available in the document. Kindly provide details referred here in this clause.	Refer to Annexure 1Sr No. 1

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Telecommunications Consultants India Limited (TCIL)	5	SECTION N-3	19	3.2.12	The Bidder shall provide at the respective sites necessary supervision during the execution of work and as long thereafter as the Purchaser may consider necessary for the proper fulfillment of the Bidder's obligations under the Contract. The Bidder or his competent and authorized representative(s) shall be constantly present at the respective Data Centre Sites during agreed time for supervision. The Bidder shall authorize his representative to receive directions and instructions from the Purchaser's Representative.	Kindly provide the details/locations of these sites.	Sites will be in NCR. Details will be provided later
Telecommunications Consultants India Limited (TCIL)	6	SECTION N-3	22	3.5.1	The term of this Contract is for 5 years. Any cost overrun in the project will be	The complete clause may be provided.	Refer to Annexure 1Sr No. 3

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Telecommunications Consultants India Limited (TCIL)	7	SECTION-4	28-30		Non Disclosure Agreement	Kindly confirm whether Non Disclosure Agreement is to be submitted at the time of bid submission or at the time of award of work?	NDA to be submitted at the time of award of work.
Telecommunications Consultants India Limited (TCIL)	8	SECTION-4	25-37		Formats	We hope only the formats sought under Section-4 are to be submitted as part of the bid submission and details sought w.r.t the qualification criteria and technical evaluation criteria on page 13 and 15 are to be submitted. No other documents are required to be submitted.	RFP condition prevails
Telecommunications Consultants India Limited (TCIL)	9	SECTION-4	40		Financial Bid Format Not all manpower will be required for the entire duration of the contract. Some manpower will be deployed on a monthly basis and their payment will be made for the months deployed.	It is requested that Man-months sought for the project be clearly specified in the table.	Monthly rate will be derived from the Yearly Rate (Yearly Rate / 12)

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Telecommunications Consultants India Limited (TCIL)	10	SECTION-5	41		Overview of the Project	Project Locations may kindly be provided.	RFP condition prevails
Telecommunications Consultants India Limited (TCIL)	11	SECTION-6	42		Manpower Distribution Table	Kindly provide further clarity as to out of the manpower listed in the table which will be based at Centre (Delhi NCR) and which will be based at states. Kindly clarify the distribution of the Project coordinator States. It seems 1 is at Centre-Delhi NCR. Rest for 1)North India 2)Eastern part of India 3)Western part of India 4)Southern part of India 5)Central part of India. If that is the distribution pattern kindly clarify the states that would be under these Project coordinators	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Telecommunications Consultants India Limited (TCIL)	12	SECTION N-7	44		Field Visit and Impact Study Note: Any travel expenses incurred for Deliverable No. 15, (Field Visit) or any other travel required by the Purchaser will be reimbursed on actuals by the Purchaser. The rates applicable to a Director will be used as a Cap.	The rates applicable to a Director that will be used as a Cap may kindly be provided	Travel expenses will be paid as per the entitlements of a director rank officer in the GOI.
KPMG	1	Section 2	15	2.23.7 (S. No. 1B)	1. B. Bidder should have an annual turnover of atleast 50 Cr in each of the last three years accruing from Project Management.	It is requested that the criteria to be made similar to mentioned in clause 2.21.2 and replace "project management" to overall turnover or reduce the amount to 30 Cr from Project Management.	Refer to Annexure 1 Sr. No. 4
KPMG	2	Section 2	15	2.23.6	As supporting documents to the proposed manpower, presentations have been indicated.	Date and time of presentation has not been indicated in the RFP document.	Will be notified later
KPMG	3	Section 3	19	3.2.7	Penalty clause	Request clarification as clause 39 as stated in the section is not present in the RFP document.	Refer to Annexure 1 Sr. No. 1
KPMG	4	Section 3	21	3.3.7	Payment milestones	Request clarification if the payments are manpower cost based or deliverable based or if linked to both the parameters.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
KPMG	5	Section 3	21	3.3.7	Payment milestones	Request to clarify if all travel outside of the base location are fully reimbursable by client over and above contract value, based on production of "travel expense report" quarterly as mentioned. Also, please clarify that section 2.9.3, page 9 regarding term "all out of pocket" does not cover travel outside base location.	Only Travel outside the base location will be reimbursed by Purchaser subject to production of actual vouchers admissible under GOI rules. Rates are capped as per entitlements of a director rank officer in the GOI. Please refer to clause 5.2.2 Pg 44 Note.
KPMG	6	Section 3	19	3.2.11	All manpower will be security vetted before deployment on the project and any cost associated with this will be borne by the bidder	It is requested that information regarding process and estimate of the cost may be given for this activity.	Security vetting process will be as per industry best practice. Cost will be borne by the Bidder
KPMG	7	Section 3	22	3.5.1	The term of this Contract is for 5 years. Any cost overrun in the project will be	The statement appears to be incomplete. Request to clarify.	Refer to Annexure 1Sr No. 3

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
KPMG	8	Section 3	24	3.11.1	The Bidder agrees that the Manpower Requirements are not guaranteed by the Purchaser and Purchaser can require a lesser number of manpower.	It is requested to clarify the plotting requirements of the manpower.	RFP condition prevails
KPMG	9	Section 4	40		Financial bid format	We would like to suggest inclusion of a column for stating rate/ month as the deployment will be done based on requirements received from MHA.	Monthly rate will be derived from the Yearly Rate(Yearly Rate / 12)
KPMG	10	Section 5	42	5.2.1	The resources to be deployed will depend on the requirement.	How much time would be given to the Bidder, if selected to depute the required manpower at the MHA premises?	RFP condition prevails
KPMG	11	Section 5	42	5.2.1	Desired certifications of the manpower required	Can a Bidder consider equivalent or higher certifications in case resources with certifications stated in the RFP document are not available?	RFP condition prevails
KPMG	12					We noticed that there is no limitation on a Bidder's liability mentioned in the RFP document. We request MHA to limit a Bidder's liability to one time the consulting fees.	Refer to Annexure 1Sr No. 6
Accenture	1	2.23.6	15	1.B	Bidder should have an annual turnover of at least Rs 50 Cr in each of the last three(3) financial years (ending march 2014) accruing from project management	Since project management is a part of consulting. Hence, Request MHA to accept following Certificate:- "A certificate from Statutory Auditors stating that Consulting Services turnover of ASPL is more than INR XXX crores in last three financial years (FY 2011-12, FY 2012-13 and FY 2013-14)"	Refer to Annexure 1Sr No. 4

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Accenture	2	2.23.6	15	1.c	At least 2 Projects of 10 Cr or more preferably in Emergency Response	Kindly provide details about emergency response. Not many projects have been undertaken in India in this regard, can global citations be provided for this? If only indian citations are required, then this is a restrictive clause and hence request you to remove this.	Preference will be given to Emergency Response projects
Accenture	3	3.2.1	18	3.2.1	Bidder shall ensure that the Bidder's Team is security vetted as per Purchasers guidelines, competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract.	What does security vetted mean? Request MHA to undertake security vetting at the time of contract finalisation.	Security vetting process will be as per industry best practice. Cost will be borne by the Bidder
Accenture	4	3.2.7	19	3.2.7	The Bidder shall ensure that none of the Key Personnel (refer Clause 10.2 of Section 5 of the RFP) proposed, exit from the project during first 18 months of the project. The change of Key Personnel will be accepted only in case of person leaving the organization or medical exigency.	There might be some other compulsions such as family emergency or transfers which cannot be predicted. Request reduce this 18 months period to 6 months.	Refer to Annexure 1Sr No. 4
Accenture	5	3.2.12	19	3.2.12	The Bidder or his competent and authorized representative(s) shall be constantly present at the respective Data Centre Sites during agreed time for supervision.	Will these representatives be in addition to the specified resources? Kindly give more details in this regard.	Refers to specified resources hired by MHA
Accenture	6	3.5.1	22	3.5.1	The term of this Contract is for 5 years. Any cost overrun in the project will be	This sentence seems to be incomplete. Kindly complete the same.	Refer to Annexure 1Sr No. 3

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Accenture	7	3.2.17	20	3.2.17	Completion of All Deliverables as per Clause 5.2.2 in Section 5 1% of the quarterly payment for every week of delay	Several of the stated deliverables at 5.2.2 on Section 5 have 3rd party dependencies. Penalties under such circumstances cannot be attributed to the consultants. Request delete this clause.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Accenture	8	Section 4, Bid Submission Formats	36-37		Earnest Money Deposit Form	<p>Request MHA to please accept following NWC and Sanction clause in the EMD format available in the RFP:</p> <p><u>NOT WithHolding Clause</u></p> <p><u>NOTWITHSTANDING ANYTHING CONTAINED HEREIN:</u></p> <p><u>I. OUR LIABILITY UNDER THIS BANK GUARANTEE SHALL NOT EXCEED Rs</u> <u>_____ (Rupees</u> <u>_____)</u></p> <p><u>II. THIS BANK GUARANTEE SHALL BE VALID UPTO</u> <u>_____)</u></p> <p><u>III. IT IS CONDITION OF OUR LIABILITY FOR PAYMENT OF THE GUARANTEED AMOUNT OR ANY PART THEREOF ARISING UNDER THIS BANK GUARANTEE THAT WE RECEIVE A VALID WRITTEN CLAIM OR DEMAND FOR PAYMENT UNDER THIS BANK GUARANTEE ON OR BEFORE</u> <u>_____</u></p> <p><u>_____ FAILING WHICH OUR LIABILITY UNDER THE GUARANTEE WILL AUTOMATICALLY CEASE.</u></p> <p><u>Sanction Clause:</u></p> <p>Presentation of Documents that are not in compliance with the</p>	RFP condition prevails

Pre-bid queries clarifications

Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP requiring clarification	Points of clarification required	Remarks
						<p>applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders is not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/ or Local Laws.</p>	

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Accenture	9	2.26	16	2.26.1	Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security of 10% of total contract value in accordance with the Conditions of Contract, in the Performance Bank Guarantee prescribed at Clause 3.1 of Section 4 of this RFP. The bank guarantee will be valid for 6 months beyond the end of contract period and in case of any extension of the contract, the Bank Guarantee will be valid for the extended period plus 6 months	Since there is no PBG format available in the RFP. Hence request MHA to accept Accenture Standard format for Performance Bank Guarantee	PBG format will be shared with the successful bidder.
Accenture	10	2.26	16	2.26.1	Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security of 10% of total contract value in accordance with the Conditions of Contract, in the Performance Bank Guarantee prescribed at Clause 3.1 of Section 4 of this RFP. <u>The bank guarantee will be valid for 6 months beyond the end of contract period and in case of any extension of the contract, the Bank Guarantee will be valid for the extended period plus 6 months</u>	If selected as a successful bidder, PBG can be initially issued for 3 years and since PBG duration is for 5 Years (contract period) + 6 Months i.e. 6 months beyond the end of contract period (according to RFP) hence request MHA to please accept the following clause in the contract. <i>“On completion of 3 years, BoA will extend the BG at BoA’s own discretion subject to receipt of written request from Accenture within 30 days prior to the expiry of guarantee”</i> On expiry of PBG for initial 3 years, PBG for remaining duration can be issued, if the project is active/running.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Accenture	11		18	3.2.1	The requirements for Bidder's team and staffing are outlined in Section 5 – Scope of Work. Bidder shall ensure that the Bidder's Team is security vetted as per Purchasers guidelines, competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract.	Please share guidelines of security verification.	Security vetting process will be as per industry best practice. Cost will be borne by the Bidder
Accenture	12		18	3.2.2	Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser.	Please note that the Bidder will perform activities / services as per the terms and conditions mutually agreed by the parties. However, the term satisfaction of the purchaser is vague and open to wide interpretation. The Bidder shall perform the services as per the agreed specification.	RFP condition prevails
Accenture	13			3.2.3	Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.	Please confirm such directions and instruction shall fall within the ambit of the agreement between the parties.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Accenture	14		20	3.2.17	Liquidated Damages	(i) We submit that LDs be applicable only if such delay arises due to reasons solely attributable to Implementation Partner. (ii) LDs to be the sole and exclusive remedy for all delays. Relevance and quantum of LD's to be mutually agreed. (iii) The LDs shall be capped at 5% of the total contract value.	RFP condition prevails
Accenture	15		21	3.3.2	All payments agreed to be made by Purchaser to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.	Can we have prices exclusive of all present and future taxes and other incidental costs which can't be foreseen at the time of submission of bid?	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Accenture	16		21	3.3.5	All payments to the Bidder shall be subject to the deductions of tax at source under applicable taxes, and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by Purchaser from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the Bidder on chargeable basis.	Can we have prices exclusive of all present and future taxes and any increase in the rates of existing taxes to your account? This is an industry standard position.	RFP condition prevails
Accenture	17		22	3.5.1	The term of this Contract is for 5 years. Any cost overrun in the project will be	Please note sentence is incomplete.	Refer to Annexure 1Sr No 3

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Accenture	18		22	3.6.1	During the subsistence of this Contract or thereafter, in the event of any dispute, claim, question, or disagreement arising out of or in relation to this contract, disputes between the Parties shall include, without limitation of 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 shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives to the other Party a thirty (30) day notice in writing, to refer the dispute to arbitration.	For the just and unbaisdecson, it's our understanding that arbitrator shall be mutually appointed by Parties. Kindly confirm.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Accenture	19		24	3.11.1	The Bidder agrees that the Manpower Requirements are not guaranteed by the Purchaser and Purchaser can require a lesser number of manpower. In case Purchaser needs more people of a particular category, Bidder will provide them at the quoted rate.	Please note that the Bidder will provide more people at rate which is relevant at the time of such requirement.	RFP condition prevails
Accenture	20	4. Non-Disclosure Agreement	28	2	Non mutal NDA	Can we have reciprocal confidentiality obligations such that Bidder's confidential information is also protected? This is an industry standard position.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Accenture	21				There is no Limitation of Liability clause in the Agreement. We suggest the following clause below:	<p>1. The sole liability of Bidder and any of its affiliates (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Contract including the work, deliverables or Services covered by this Contract shall be the payment of direct damages and damages due by Bidder under this Contract shall in no event in the aggregate exceed the fees and expenses received by Bidder under this Contract with respect to the work undertaken by Bidder within the previous 6 (six) months period. Except for the specific remedies expressly identified as such in this Bidder, Client's exclusive remedy for any claim arising out of this Contract upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, the return of fees paid to Bidder for the work related to the breach.</p> <p>2. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within six (6)</p>	Refer to Annexure 1 Sr. No. 6

Pre-bid queries clarifications

Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP requiring clarification	Points of clarification required	Remarks
						months after the cause of action arose.	

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
PWC	1	Section 2	13	2.20.7, 2.20.8 Opening of Financial Bid	2.20.7 Each Financial Proposal will be assigned a financial score (SF).The lowest financial proposal (FM) will be given a financial score (SF) of 1000 points in which 700 points for technical evaluation and 300 points for financial evaluation. The financial scores of other proposals will be computed as follows:	Here, 'SF' score which is Financial score includes 700 points for technical evaluation.Then, how is it different from 'S' score that is taking weightage of both ST and SF. It is unclear whether maximum score on the financial is 1000 or 300.	Technical and financial scores will be in 70:30 ratio
PWC	2	Section 2	15	2.23.7.2 Technical Evaluation	Resumes and Presentation	1. Quantifiable scoring parameters are not mentioned (especially for profiles). 2. Please share marks for presentation in the technical score.	RFP condition prevails
PWC	3	Section 2.21	13	2.21.2	Bidder's turnover should be at least 50 cr in each of past 3 financial year	For the project of this scale and importance, it is suggested that MHA should target top consulting firms with relevant experience and resources to undertake such a project. The current qualification criteria would allow small and non-serious players to participate putting the project success at jeopardy.	RFP condition prevails
						You may also like to refer DelTY model RFP for consultant selection which suggests that "As a thumb rule, one can keep the minimum sales turnover in Consulting / IT Consulting at Five (5) times the estimated value of the assignment being tendered."	
PWC	4	Section 2.21	13	2.21.4	Bidder should have executed at least 2 Projects of 10cr or more.	1. Requesting clarification that the project value mentioned (10 Cr.) is the consulting fee or the project outlay?	Please refer to Annexure 1Sr No. 8

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
						2. We request a confirmation that international credentials on similar lines will also be acceptable?	No Clarification required
PWC	5	Others				To ensure that the bidder has sufficient financial viability to invest and sustain for this prestigious project, it is suggested that a qualification criteria to ascertain a positive net worth over the last five years be also included in section 2.21.	No Clarification required
PWC	6	Section 3	19	3.2.7 Staffing and Team	In case of any change of the Key Personnel during the first 18 months of the project, it would attract a penalty as per clause 39 in this Section irrespective of the reasons.	Clause 39 detailing the penalty is missing in the RFP document.	Refer to Annexure 1 Sr. No. 1
PWC	7	Section 3	20	3.2.17 Liquidated Damages	As per timelines	Indicative project plan for NERS implementation is required in order to understand the deliverable schedule and estimate staff deployment plan. Request you to share the same with the bidders.	No Clarification required
PWC	8	Section 3	22	3.5.1 Term and Extension of the contract	The term of this Contract is for 5 years. Any cost overrun in the project will be	Incomplete clause for cost over-run	Refer to Annexure 1 Sr. No. 3
PWC	9	Section 4	25	Technical Formats- Technical Bid Letter	m. bid is valid for a period of 90 days from the date of submission of RFP response.	Please clarify the validity period of bid.	Refer to Annexure 1 Sr. No. 5
					In section 1.8.8 it is mentioned 120 days from date of submission of RFP response.		

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
					Also, In technical bid letter it is mentioned "proposal is valid for 120 days from the date of submission of bid. We shall extend the validity of the bid if required by MHA"		
PWC	10	Section 5	43	5.2.2.1.2 Review of Code and Test Cases for major modules	Will review code and test cases of ITSP and CAD-SP; Before release	How many major modules are expected in the application? How many releases or code review cycles have been estimated?	No Clarification required
PWC	11	Section 5	45	5.2.2.1.15 Deliverables and Reports	Field visit and impact study	Impact study particularly taking the feedback from citizens will require the services of a data collection / survey agency. Will this cost be on the bidder or the purchaser? Perform 2 field visits twice in a year (both Perform 2 field visits twice in a year (both urban and rural)urban and rural)	Two Field visits are required in a year and will be undertaken by the same personnel deployed at Purchasers location. Only Travel outside the base location will be reimbursed by Purchaser subject to production of actual vouchers admissible under GOI rules. Rates are capped as per Director Level
						- Does this imply a total of 4 visits in a year, 2	
						- Need clarification on Scope of visits. How many states /cities/rural districts to be visited?	
						- What will be the sample size for the citizen survey?	

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
							entitlements. Please refer to clause 5.2.2 Pg 44 Note.
PWC	12	Section 3	19	3.2.7 Staffing and Team	In case of any change of the Key Personnel during the first 18 months of the project, it would attract a penalty as per clause 39 in this Section irrespective of the reasons.	Penalty should be exempted for cases when employee leaves the organization for unforeseen medical reasons rendering the employee unfit to work.	RFP condition prevails
PWC	13	Section 3	19	3.2.11 Staffing and Team	All manpower will be security vetted before deployment and cost will be borne by the bidder	What are the activities involved as part of security vetting from bidder side?	Security vetting process will be as per industry best practice. Cost will be borne by the Bidder
PWC	14	Section 3	19	3.2.11 Staffing and Team	All manpower will be security vetted before deployment and cost will be borne by the bidder	Security checks are already done by way of hiring procedure as per the HR guidelines. Are there additional checks still required? Is there any third party agency identified by purchaser for security vetting? What would be the evidence required by the purchaser for such security vetting of personnel?	Security vetting process will be as per industry best practice. Cost will be borne by the Bidder
PWC	15	Section 2	26	2.9.4	Prices quoted must be firm and final and shall	We understand from this that while the yearly price can vary	RFP condition prevails
PWC	16	Section 3		Clause 3.2.12	The Bidder or his competent and authorized representative(s) shall be constantly present at the respective Data Centre Sites during agreed time for supervision	Need details about the "agreed time for supervision"	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
						Beside the field study twice a year, is the work location for all PMC resources expected to be in Delhi/NCR?	All resources will be stationed at MHA or NERS site in NCR.
PWC	17	Section 3	21	3.2.17	Liquidated Damages	LD should be imposed if solely attributable to the bidder and should be tightly aligned to a well laid consultative process and ascertaining the cause of the delay in question.	RFP condition prevails
PWC	18	30			Non-Disclosure Agreement	Definite outer boundaries for the survival of confidentiality obligations should be explicitly documented - industry practice in this regard is 18 month post termination/expiry of the agreement.	RFP condition prevails
PWC	19	Section 5	42	5.2.1	Desirable certifications in the resource requirements	Will similar certifications in that domain be scored at par as the listed ones. E.g. network certification from Juniper or enterprise architect certification from Sun Solaris,	RFP condition prevails
PWC	20	Overall				The RFP document does not provide sufficient detail about the scope of the concerned implementation project, expected components and modules, their phasing (if any), center state implementation and roll out approach, indicative timelines for implementation and O&M phase. This information is essential to prepare an informed and a well-planned bid. This may please be shared.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
PWC	21	Overall	NA	NA		Please include Overall liability under the engagement shall not exceed the fees paid to the bidder. The bidder will not be liable for indirect/consequential losses of any nature whatsoever.	Refer to Annexure 1 Sr. No. 6
E&Y	1				<Addition>	Limitation of Liability - Purchaser (and any others for whom Services are provided) shall not recover from the bidder, 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 Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Purchaser (and any others for whom Services are provided) shall not recover from bidder, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	Refer to Annexure 1 Sr. No. 6
E&Y	2	NA	NA	NA	<Addition>	It is requested to add the following clause to the RFP -	RFP conditions prevail.

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
						Report: Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Purchaser Information, are for Purchaser's internal use only (consistent with the purpose of the particular Services) including purchaser's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Purchaser may not rely on any draft Report and bidder shall not be required to update its Final Report.	
E&Y	3	NA	NA	NA	<Addition>	It is requested to add the following clause to the RFP - Termination: Either Party may terminate this Agreement by serving 15 days prior written notice to the other party. Upon termination bidder shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination.	RFP conditions prevail.

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
E&Y	4	2	15	2.23.7	Evaluation Criteria - Bidder should have an annual turnover of at least Rs. 50 Crores in each of the last three(3)	Given the critical nature of this project, the selected organization must be able ensure sustained support to MHA during the tenure of the project. Hence, it is suggested to increase the annual turnover criteria to at least 200 Cr	Refer to Annexure 1 Sr. No 4
					financial years (ending 31st March 2014)		
					accruing from Project Management		
E&Y	5	2	15	2.23.7	Evaluation Criteria - At least 2 project of 10cr or more preferably in Emergency Response	Typically, the advisory and consulting part of any assignments in the area of emergency response such as Nirbhaya, Medical Emergency Response, UP Dial 100 in India is between 50 Lakhs to 1 Cr. Considering this, it is suggested that the criteria is modified as below:	Refer to Annexure 1 Sr. No. 9
						"At least 2 project of 50 lakhs or more preferably in Emergency Response"	
E&Y	6	3	22	3.5.1	The term of this Contract is for 5 years. Any cost overrun in the project will be	Please clarify, sentence is incomplete	Refer to Annexure 1 Sr. No. 3
E&Y	7	4	28	Non-Disclosure Agreement	Non-Disclosure agreement form	It is requested to add the following lines at the end of the form - "These confidentiality obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
E&Y	8	4	29	6	<Addition>	It is requested to add the following lines at the end of the form - "Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (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 purchaser 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 purchaser by the Consultant, the Consultant hereby agrees to grant the purchaser an irrevocable, non-transferable, non-exclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement."	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
E&Y	9	4	40	Financial Bid should have the following details	Not all manpower will be required for the entire duration of the contract. Some manpower will be deployed on a monthly basis and their payment will be made for the months deployed	Request for a clarification on which manpower will be required on a full-time basis.	RFP condition prevails
E&Y	10	5	42	5.2.1	The Bidder will have to provide the following manpower to ensure effective project management during implementation and operations and maintenance phase of NERS. - Project Managers	It is requested to include Master of Science (MSc.) in addition to the existing mentioned qualifications in the "Minimum Qualifications" column in resource requirements.	RFP condition prevails
E&Y	11	5	42	5.2.1	The Bidder will have to provide the following manpower to ensure effective project management during implementation and operations and maintenance phase of NERS. - Project Managers	It is requested that for project manager, the "Minimum Qualification" be considered as "Bachelor's Degree preferably in Business Administration" like as in Project Coordinators	RFP condition prevails
E&Y	12	5	42	5.2.1	The Bidder will have to provide the following manpower to ensure effective project management during implementation and operations and maintenance phase of NERS. - Project Coordinators	It is requested that for project coordinators, the "Desirable Certifications" may also include Information Technology Infrastructure Library (ITIL)	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
E&Y	13	5	42	5.2.1	The Bidder will have to provide the following manpower to ensure effective project management during implementation and operations and maintenance phase of NERS. - Network Architect	Clarification is requested for the "Desirable Certifications" of "Network Architect". Apart from CCNA/CWNA/CCNP, what other certifications would be deemed acceptable?	RFP condition prevails
E&Y	14	5	42	5.2.1	The Bidder will have to provide the following manpower to ensure effective project management during implementation and operations and maintenance phase of NERS. - Security Application Specialist	Clarification is requested for the "Desirable Certifications" of "Security Application Specialist". Would demonstrated experience with OWASP be sufficient or is a certification necessary? The OWASP certification is through private individualized institutions and not through a single certifying authority. In case the certification is mandatory, kindly elaborate	RFP condition prevails
E&Y	15	5	42	5.2.1	The Bidder will have to provide the following manpower to ensure effective project management during implementation and operations and maintenance phase of NERS. - Contact Centre Manager	Would demonstrable experience "designing and implementing the Contact Centres for large scale complex projects" be sufficient or certifications are necessary?	Contact Center Manager need not have CISSP/CICS/CISA certifications. Please refer to Annexure 1 Sr. No. 2

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
E&Y	16	5	42	5.2.1	The Bidder will have to provide the following manpower to ensure effective project management during implementation and operations and maintenance phase of NERS. - Contact Centre Manager	It is requested that for contact centre manager, the "Desirable Certifications" may also include Information Technology Infrastructure Library (ITIL)	RFP condition prevails
E&Y	17	5	42	5.2.1	The Bidder will have to provide the following manpower to ensure effective project management during implementation and operations and maintenance phase of NERS. - Function Point Expert	What other certifications may be acceptable - Equivalent to a IFPUG?	RFP condition prevails
E&Y	18	5	43	5.2.2 Point 2	Review of Code and Test Cases for major modules - Will review Code and Test Cases of ITSP and CAD-SP	Please clarify if the code review shall be a static or dynamic code review activity.	RFP condition prevails
E&Y	19	5	44	5.2.2.1 - end note	Any travel expenses incurred for Deliverable No. 15, (Field Visit) or any other travel required by the Purchaser will be reimbursed on actuals by the Purchaser. The rates applicable to a Director will be used as a Cap	Please clarify "The rates applicable to a Director will be used as a Cap".	This refers to the travel entitlements applicable to a Director level officer in GOI.
Wipro	1		18	3.2.4	The Bidder shall conduct background verification checks of the proposed personnel (Bidder's Team) and share the report with the Purchaser before joining the project.	Is there any approved agency for background check? OR, the bidder can do the background check itself?	Security vetting process will be as per industry best practice. Cost will be borne by the Bidder

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	2		19	3.2.5	Purchaser reserves the right to interview the personnel proposed that will be deployed as part of the project team. If found unsuitable, the Purchaser may reject the deployment of the personnel.	If this is being done at bid evaluation stage then would this be an approve/reject decision or marks would be given for evaluation ?	RFP condition prevails
Wipro	3		19	3.2.6	Purchaser reserves the right to require changes in personnel which shall be communicated to the Bidder. The Bidder with the prior approval of the Purchaser may make additions to the project team.	If this is being done at bid evaluation stage then would the bidder given some time for providing an alternative CV ?	RFP condition prevails
Wipro	4		22	3.5.1	The term of this Contract is for 5 years. Any cost overrun in the project will be	Incomplete sentence	Refer to Annexure 1
Wipro	5		40	3	Not all manpower will be required for the entire duration of the contract. Some manpower will be deployed on a monthly basis and their payment will be made for the months deployed.	How will the resource replacement clause be applied in case of non-continuous deployment of resources? A bidder cannot keep a resource unbillable and the resource will be allocated to some other project. Now, after 6 months if that resource is needed again, the same person cannot be redeployed.	No Clarification required
Wipro	6		42	5.2.1	However, MHA does not guarantee that all resources will be deployed at any given point.		

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	7		43	5.2.2.1	Create an SOP document for different types of emergencies and a FAQ for citizens on how to handle crime, medical or fire emergency. Differentiate between emergency and nonemergency situations. Assist Purchaser in creation and update of SOPs by putting up list of incidents and their response, Assist in preparation of revised response standards in view of experience gathered while dealing with matters and feedback received from field.	This deliverable needs an expert dealing with law & order and other emergency situation. The bidder resources as mentioned under 5.2.1 cannot provide the capability to create a good SOP	RFP condition prevails
Wipro	8		45	5.3	All profiles	None of the profiles listed requires experience in the core area of this program i.e. Computer Aided Despatch (CAD). Any IT firm even without experience in CAD is eligible to bid in the current RFP.	RFP condition prevails
Wipro	9		45	5.3	All profiles	None of the profiles listed requires experience in GIS which is an essential area of this program. Who will be the GIS expert?	RFP condition prevails
Wipro	10		45	5.3	All profiles	Another important area of the program is enabling the emergency response vehicle with Global Positioning System (GPS) and the monitoring of GPS enabled vehicles by the contact centre. None of the profiles require a GPS expert.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	11		10	2.11	Earnest Money Deposit (EMD)	<p>2.11.2 The EMD is required to protect the Purchaser against the risk of Bidder's withdrawing its bid during the period of bid validity conduct which would warrant the EMD's forfeiture</p> <p>2.11.5 The successful Bidder's EMD shall be discharged upon the Bidder executing the Contract, pursuant to Clause 26 and after furnishing the performance security, pursuant to Clause 25 subject that the terms and conditions of Contract mutually agreed by both the parties</p> <p>2.11.6 The EMD may be forfeited:</p> <p>2.11.7 if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid</p> <p>2.11.8 or in the case of a successful bid, if the Bidder fails;</p> <p>2.11.8.1 to furnish performance security on the terms and conditions of Contract mutually agreed by both the parties.</p> <p>2.11.8.2 to sign the Contract within 15 days of issue of LOI on the terms and conditions of Contract mutually agreed by both the parties</p>	RFP condition prevails
Wipro	12		15	2.25	Notification of Award	<p>2.25.2 The notification of award will constitute the formation of the Contract subject that the terms and conditions of Contract mutually agreed by both the parties</p>	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	13		16	2.26	Performance Bank Guarantee	<p>2.26.1 Within 15 days of the signing of Contract by both the parties receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security of 10% of total contract value in accordance with the Conditions of Contract</p> <p>2.26.2 Failure of the successful Bidder to comply with the requirement of the RFP and signing of contract as per Clause 26.1 subject that the terms and conditions of Contract mutually agreed by both the parties shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may award the Contract to the next best evaluated bid or call for new bids.</p>	RFP condition prevails
Wipro	14		16	2.27	Signing of Contract	<p>2.27.1 The successful Bidder shall sign the contract within 15 days of the receipt of notification of award</p> <p>subject that the terms and conditions of Contract mutually agreed by both the parties</p>	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	15		18	3.2	Staffing and team:	<p>3.2.3 Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.</p> <p>3.2.4 In case of any change of the Key Personnel during the first 18 months of the project, it would attract a penalty as per clause 39 in this Section irrespective of the reasons. It does not apply in case of change requested by the Purchaser. Every change in any case will require the approval of the Purchaser</p>	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	16		20	3.2.17	Liquidated Damages	<p>1) Signing of contract and submission of performance bank guarantee after award of notification by Purchaser subject that the terms and conditions of the Contract mutually agreed by both the parties. Term-Within 30 days of receipt of award notification by Purchaser the signing of Contract by both the parties</p> <p>2)Completion of All Deliverables as per Clause 5.2.2 in Section 5-- 1% of undelivered delayed service value the quarterly payment for every week of delay</p>	RFP condition prevails
Wipro	17	17	21	3.3	Payments	<p>Pls provide Payment Schedule that how payment will be made. Advance-50%, submission of RFP-50%</p> <p>3.3.1 Purchaser will make all efforts to make payments to the Bidder within 30 days of receipt of invoice(s) and all necessary supporting documents. Bidder should raise invoices monthly quarterly</p> <p>3.3.2 All payments agreed to be made by Purchaser to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any at the time of signing of Contract , and Purchaser shall not be liable to pay any such</p>	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	18		22	3.5	Term and Extension of the Contract Incomplete phrase. Pls provide the full sentence.	Incomplete phrase. Pls provide the full sentence. The term of this Contract is for 5 years. Any cost overrun in the project will be	Refer to Annexure 1 Sr. No. 3

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	19		23	3.9	Confidentiality	<p>All information (whether written/ tangible or oral (to be confirmed in writing within 30 days of the disclosure)/ Intangible) furnished by the Purchaser or any third party to the Bidder or Bidder's Representatives/employees/ agents, in connection with this Contract, and all analyses, compilations, studies or other information documents or materials prepared by Bidder or Bidder's Representatives/ employees/ agents etc., in relation to information obtained by the Bidder in connection to and under the purview of this Contract shall be considered Confidential Information.</p> <p>The Bidder shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents without the prior written consent of the Purchaser.</p>	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro						<p>All information disclosed in writing or email or other tangible electronic storage medium, shall be marked considered as "Confidential" by the Purchaser.</p> <p>Request to add: The confidentiality of any information, documents or disclosures made by the Bidders will be maintained and will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever. The obligations of confidentiality under this section shall survive rejection/termination of the contract for a period of 1 (one) year.</p>	RFP condition prevails
Wipro	20		24	3.11	3.11.1 The Bidder agrees that the Manpower Requirements are not guaranteed by the Purchaser and Purchaser can require a lesser number of manpower. In case Purchaser needs more people of a particular category, Bidder will provide them at the quoted rate	Should be on mutually acceptable basis through a valid CR	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	21		25		Technical Formats	<p>Legal to confirm</p> <p>(h) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per mutually agreed upon these terms and conditions. i(iii)- We affirm that the prices quoted are inclusive of delivery, installation, commissioning, training and providing facility management, and inclusive of all out of pocket expenses, taxes, levies discounts etc.</p> <p>n) We have indicated in the relevant schedules enclosed, the unit rates on account of payment as well as for price adjustment in case of any increase / decrease from the scope of work under the contract</p> <p>p) We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in RFP within 15 days of signing of Contract notification of award.</p>	RFP condition prevails
Wipro	22		27		Technical Formats	We confirm that no deviations are attached here with this commercial offer, except for the deviations submitted along with this bid.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	23		28-30		Non-Disclosure Agreement: Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.	It is not possible agree to individual employees signing NDA's with the Customer. Request to clarify Request to add: This Agreement shall terminate two (2) years from the Effective Date. Bidders obligations with respect to confidentiality shall expire after two (2) years from the date of disclosure and with respect to oral/verbal disclosures, the same has to be reduced into writing within 30 days of disclosure	RFP condition prevails
Wipro	24		36		Earnest Money Deposit Form	If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal, bidder: withdraws his participation from the Proposal during the period of validity of Proposal document; · fails to extend the validity if required and as requested or tender within 15 days of signing of Contract on the terms and conditions mutually agreed by both the parties notification of award of contract	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	25		21		Financial Proposal Formats	iii) We have indicated in the relevant schedules enclosed, the unit rates on account of payment as well as for price adjustment in case of any increase / decrease from the scope of work under the contract v) We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in RFP within 15 days of signing of Contract on the terms and conditions mutually agreed by both the parties notification of award.	RFP condition prevails
Wipro	26		38		Financial Proposal Formats	We confirm that no deviations are attached here with this commercial offer, except for the deviations submitted along with this bid.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	27		40		Financial Bid should have the following details	<p>1. Yearly Cost in each Year is the Unit Yearly Cost for that year. The total for each resource type will be calculated as = (No. of Persons)*(Y1+Y2+Y3+Y4+Y5).</p> <p>2. In case of part deployment, yearly cost of the respective year divided by 12 would be considered as the monthly unit rate of the resource</p> <p>3. Not all manpower will be required for the entire duration of the contract. Some manpower will be deployed on a monthly basis and their payment will be made for the months deployed.</p> <p>4. If Purchaser requires additional manpower to be deployed then the Bidder will have to provide the additional manpower at the quoted rate.</p>	RFP condition prevails
Wipro	28		42	5.2.1	Scope of Work	The Bidder will have to provide the following manpower to ensure effective project management during implementation and operations and maintenance phase of NERS. However, MHA does not guarantee that all resources will be deployed at any given point. The resources to be deployed will depend on the requirement. MHA may also use these resources for other e-governance projects	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro				<i>Insertion of New Clause</i>	Limitation of Liability	<p>Notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of Contractor shall be, regardless of the form of claim, the consideration actually received by Contractor in last 3 months.</p> <p>Neither party shall, in any event, regardless of the form of claim, be liable for (1) 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; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p>	Refer to Annexure 1Sr No 6
Wipro	29			<i>Insertion of New Clause</i>	Deemed Acceptance	<p>Deliverables will be deemed to be fully and finally accepted by Customer in the event Customer has not submitted such Deliverable Review Statement to Wipro before the expiration of the 5-day review period, or when Customer uses the Deliverable in its business, whichever occurs earlier.</p>	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	30			<i>Insertion of New Clause</i>	Termination Rights	Either Party shall have the right to terminate this Agreement at any time: With Cause – in the event that the other party commits a material breach of the Agreement and fails to cure such default to the nondefaulting party's reasonable satisfaction within thirty (30) days. In the event of termination by owner, the Bidder shall be paid for the: 1. goods delivered 2. services rendered 3. work in progress	RFP condition prevails
Wipro	31			<i>Insertion of New Clause</i>	Non Hire	For the term of agreement ,neither party will, without the prior written consent of the other party, directly induce or attempt to induce from the employment of the other party any person employed in any material aspect of the performance of the Project or whose involvement has been significant to the Project as a whole. However said Clause will not be apply to restrict either party from employing (or offering to employ) any employee of the other party who had responded to Advertisement to general public.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	32	32		<i>Insertion of New Clause</i>	Site Not Ready	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	RFP condition prevails
Wipro	33			<i>Insertion of New Clause</i>	Savings Clause	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 perform its obligations (including site-readiness) under this Agreement.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	34			<i>Insertion of New Clause</i>	Change orders	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.	RFP condition prevails

Pre-bid queries clarifications							
Company	S.No.	RFP Section	RFP Page	RFP Clause	Content of RFP	Points of clarification	Remarks
					requiring clarification	required	
Wipro	35			<i>Insertion of New Clause</i>	Infringement	Contractor shall not have any liability to Client under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a deliverable with equipment or software supplied by Client where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Client; (3) use of a deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a deliverable by anyone other than Contractor where the unmodified version of the Deliverable would have been infringing. Contractor will completely satisfy its obligations hereunder if, afternot receiving notice of a claim, Contractor obtains for Client the right to continue using such deliverables as provided without infringement, or replace or modify such deliverables so that they become non-infringing.	RFP condition prevails