

BUREAU OF INDIAN STANDARDS
IT SERVICES DEPARTMENT

This document contains the following-

- i. Modified corrigendum 2**
- ii. Clarification to the queries received from Wipro**
- iii. Clarification to the queries received from Delloitte**
- iv. Clarification to the queries received from PwC**
- v. Clarification to the queries received from EnY**

The previous corrigendum published ealier on 16 June 2019 may please be ignored.

MODIFIED CORRIGENDUM 2

Sl. No.	Clause No.	Clauses as per ToR	Modification/Incorporation
1.	2.1	Assessment/Performance Improvement of Existing BIS Applications and Development of New Applications	Line Appended “However, the PMU must be able to suggest BPR, prepare broad screen design, guide the software development team generally in design, development & roll out, do troubleshooting, fill the gaps, analyse data, propose various approaches etc. “
2.	3	Key Considerations and Instructions for Submitting Bid Response: Para 2	Line inserted “The bidders will need to submit the relevant documents for verification during evaluation for the appraisal of committee members”
3.	3	Key Considerations and Instructions for Submitting Bid Response: Para 4	Line appended “However, a tentative cost of about 24 working days in a year be kept in mind for senior level supervision cost.”
4.	3	Key Considerations and Instructions for Submitting Bid Response: Para 8	Clause modified as “If due to any unavoidable circumstance, one or more of the deployed person(s) needs to be replaced/changed/proceeds on long leave, then the bidder will need to provide equivalent or better personnel (to the satisfaction of BIS) and ensure complete knowledge transfer required for continuity of the project. The responsibility of KT is with the PMU. The duration cannot be specified by BIS. In any case, such a transition should take not less than a fortnight. A knowledge transfer period of about two to three weeks is envisaged.”
5.	3	Key Considerations and Instructions for Submitting Bid Response: Para 12	Clause modified as “Payment to the shortlisted company shall be made latest by the end of every month, on submission of invoice within 30 Days. Salaries shall be released on the last day of the previous month even if there is a delay for reasons beyond control in release of previous payment by BIS. All payments shall be made subject to TDS under Income Tax Act and other applicable taxes to be deducted at source, if any. BIS shall not be subjected to any late payment charges.”
6.	3	Key Considerations and Instructions for Submitting Bid Response : Para 14	Clause modified as “Salary increase per annum shall be @ 8% to accommodate annual increment to be given to the deployed resources only if continuity is maintained. Increment is applicable after 3 years also. The figures will be reckoned based on 8% YoY basis for comparison purposes, but the bidder shall give increments as per the policy prevalent to its other employees but not lesser than quoted figure as a weighted average for all employees put together. So, in the Financial Bid format, bidders should calculate price for every year.

			<p>As an illustration, if monthly quote for an employee is Rs. 100, then the Bidder should calculate five years value as follows-</p> <p>$100+100 \times 1.08+100 \times 1.08^2+100 \times 1.08^3+100 \times 1.08^4$. Such a value should be computed for each of the four employees and put in the column with the heading Total fees for 60 months. In order to remove any ambiguity in the bid, the bidders may also give a signed and sealed copy of the Financial Bid giving year-wise value for each employee separately.”</p>
7.	3	Key Considerations and Instructions for Submitting Bid Response: Para 15	Clause modified as “An EMD of Rs. 5 lakh shall be given by way of Demand Draft in the name of Bureau of India Standards payable in New Delhi.”
8.	4	Date of Submission	Clause modified as “The last date of submission of bids has been extended upto 16 30 h on 21 June 2019 through the CPP Portal. The bids will be opened at 17 00 h on the same day. The interaction with the prospective candidates may be held either on 22 or 24 June 2019.”
9.	6	Resource Requirement: Serial No. 2 Consultant (Technology)	Minimum experience required has been changed to five years. Educational qualification remains the same.
10.	6	Resource Requirement: Serial No. 3 Consultant (Technology/Management)	Minimum experience required has been changed to five years. Educational qualification remains the same.
11.	6	Resource Requirement: Serial No. 4 Solution Architecture Consultant (who will also perform the duty of tech lead)	Minimum experience required has been changed to five years. Educational qualification remains the same.
12.	6	Part A: CVs of Personnel	Clause modified as “Marks for each category of personnel offered by a company shall be averaged and then weighted average shall be taken in the ratio 2:3 to calculate the final score. The ratio of 2:3 should be read as 2:1:1:1 which means weight of 2 for the Senior Manager Position and 1 each for every Consultant. These weights shall be applied after taking average value for each of the 3 alternate CVs for every position. ”
13.	6	Part A: CVs of Personnel Quality of Applications/Portal Developed in the past	Line appended “URLs of the Portals are to be given and then assessment will be done based on various parameters including reach & scale of implementation, scalability, redundancy/economy, sturdiness, scalability, security-audit, GIGW compliance,

			innovation, speed, inter-operability, module sharing etc. Actual presentation of the Portals by interaction with the persons whose CVs have been provided, can also take place to enable the Evaluation Committee to assess the work done objectively.”
14.	6	Part B: Company Profile SI No.: 1	Line inserted “The calculation will be on percentile basis as mentioned below- 1. Number of Projects between Rs. 1 crore to Rs. 5 crore: 5 marks Number of projects valuing above Rs. 5 crore: 3 marks 2. Aggregate Value of Projects valuing between Rs 1 crore to Rs. 5 crore : 3.5 marks Aggregate Value of Projects valuing between Rs. 5 crore to Rs. 8 crore : 2.5 marks Aggregate Value of Projects valuing above Rs. 8 crore : 1 mark”
15.	6	Part B: Company Profile SI No.: 2	Line inserted “Order Value means the revenue that accrues to a company during a financial year with respect to a project.”
16.	9	Penalties	Clause modified as “ Penalties shall be imposed @1% of the annual value of the contract in the value for each week of delay for non-supply of replacement manpower and for delay in other target dates mutually agreed originally. There shall be a capping on penalty at 5% of the total contract value after which the contract will be liable to be cancelled with an additional cancellation penalty of 5% of the contract value. This will involve revocation of Bank Guarantee. Contract can also be cancelled earlier after giving termination notice. Force Majeure conditions and delay not attributable to PMU resources will be excluded from penalty.”
17.	Limitation of liability	New clause incorporated	Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Bidder) that may arise out of or result from this Agreement.
18.	Termination	New clause incorporated	Either party may terminate the contract upon written notice to the other in the event that the other party commits a material breach of the contract or Statement of Work and fails to cure such default to the non-defaulting party’s reasonable satisfaction within sixty (60) days after receipt of notice.
19.	Arbitration	New clause incorporated	This Agreement shall be governed by laws in force in India. In the event of any dispute arising out of this Agreement the same shall be settled by binding arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the

			Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Delhi. The language of the arbitration proceedings shall be English. Any dispute arising in relation to this Agreement shall be subject to the jurisdiction of the courts at Delhi.
20.	Pre Existing IP	New clause incorporated	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to BIS.
21.	Taxes	New clause incorporated	All Government Taxes, Duties and Levies relating to the contract with BIS (excluding tax liability of the individuals deployed in BIS) shall be paid by BIS as per actual rates prevalent from time to time.
22.	Deployment of the resources	New clause incorporated	The selected resources shall be deployed on the project within two weeks from the date of issue of the work order.
23.	Contractual Clauses	New clause incorporated	Line inserted “ It may be noted that this RFP is independent of NICS I Empanelment even though it alludes to some of the conditions of NICS I.”

WIPRO

RFP	Modified Terms of Reference for Engagement of Program Management Unit with Dedicated IT Professionals					
Purchaser	DG, BIS					
RFP bearing	dtd. Issued 7th June 2019 (via email) and modified released dtd. 11th June 2019					
	Service Provider	Authorised Representative for Communication	Wipro Limited, Plot No. 480-481, Udyog Vihar, Phase 3, Gurgaon, 122016, Contact: - 0124-308 4000 Rajesh Thore Sr. Manager, Sales rajesh.thore1@wipro.com +91-8800195791			
Sr. no.	Page no.	Clause no.	Sub Headings/Description	Existing Clause	Modifications proposed / clarifications	Modifications/Clarifications
1	3	3	Key Considerations and Instructions for Submitting Bid Response	Other terms and conditions as per the empanelment agreement of the bidder with NICS, unless specifically over-ridden in this document, will be applicable during the currency of the project.	Since NICS empanelment would be expiring soon. Therefore, BIS may consider MeitY's model RFP for selection of consultants as base T&C document.	Other Terms & Conditions are already in line with MeitY's Model RFP. Since no specific provision of the Model RFP (except the ones hereinbelow) has been alluded to in this point, no specific response can be given. It is also clarified that this RFP is independent of NICS Empanelment even though it alludes to some of the conditions of NICS.
2	NA	NA	Limitation of Liability	Clause not present	Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Bidder) that may arise	The second part of the suggestion is unclear and not in consonance with the first one. Hence, it is not approved.

					out of or result from this Agreement. The aggregate liability of Bidder, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim.	
3	NA	NA	Savings	Clause not present	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to BIS's omissions or actions whatsoever.	Bidder shall not be penalised for delay attributable to BIS
4	NA	NA	Termination	Clause not present	Either party may terminate the contract upon written notice to the other in the event that the other party commits a material breach of the contract or Statement of Work and fails to cure such default including non-payment of fees to the non-defaulting party's reasonable satisfaction within sixty (60) days after receipt of notice. In the event of termination by Customer, PSU shall be paid for the: 1. Goods delivered;2. Services rendered;3. Work in progress;4. Unpaid AMCs/ Services;5. Third party orders in pipeline which cannot be cancelled despite Bidder's best efforts;6. Unrecovered investments shall be paid by customer as per termination schedule till the date of termination. Upon expiration or termination of the PO or contract all rights and benefits, granted by the PO or contract shall revert to the respective parties; and all amounts due up to the effective date of termination shall be immediately payable.	Following modification in RFP can be done as other parts are not applicable in this case even after assuming that PSU means Bidder. Either party may terminate the contract upon written notice to the other in the event that the other party commits a material breach of the contract or Statement of Work and fails to cure such default to the non-defaulting party's reasonable satisfaction within sixty (60) days after receipt of notice.
5	NA	NA	Final Irrevocable Document	Clause not present in RFP	Notwithstanding anything contained elsewhere, the Request for Proposal and/or contract signed between the Customer and the successful bidder ("Contract") shall specify the document to be issued by the Customer for procuring the deliverables ("Procuring Document"). Such Procuring Document	This suggestion is ambiguous and hence cannot be responded to.

					<p>shall –</p> <ul style="list-style-type: none">) Be solely governed by the terms and conditions of the Contract) Make an express reference to the Contract <p>It is also clarified that no pre-printed terms and conditions mentioned in the Procuring Document shall apply to the successful bidder.</p>	
6	NA	NA	Non Hire Clause	Clause not present in RFP	<p>Customer acknowledges that personnel to be provided by PSU represent a significant investment in recruitment and training, the loss of which would be detrimental to PSU's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any PSU employee, or induce any such individual to leave the employ of PSU. For purposes of this clause, a PSU employee means any employee or person who has who has been involved in providing services under this Agreement.</p>	Customer has gone for a particular mode of getting the work done and has no intention to hire the manpower deployed by the successful bidder, unless there are extenuating circumstances such as abandonment of the Project by the Bidder.
4	NA	NA	Termination	Clause not present	<p>Either party may terminate the contract upon written notice to the other in the event that the other party commits a material breach of the contract or Statement of Work and fails to cure such default including non-payment of fees to the non-defaulting party's reasonable satisfaction within sixty (60) days after receipt of notice. In the event of termination by Customer, PSU shall be paid for the:</p> <p>1. Goods delivered;2. Services rendered;3. Work in progress;4. Unpaid AMCs/ Services;5. Third party orders in pipeline which cannot be cancelled despite Bidder's best efforts;6. Unrecovered investments shall be paid by customer as per termination schedule till the date of termination. Upon expiration or termination of the PO or contract all rights and benefits, granted by the PO or contract shall revert to the respective parties; and all</p>	<p>Clause modified as-</p> <p>Either party may terminate the contract upon written notice to the other in the event that the other party commits a material breach of the contract or Statement of Work and fails to cure such default to the non-defaulting party's reasonable satisfaction within sixty (60) days after receipt of notice.</p>

					amounts due up to the effective date of termination shall be immediately payable.	
5	NA	NA	Final Irrevocable Document	Clause not present in RFP	<p>Notwithstanding anything contained elsewhere, the Request for Proposal and/or contract signed between the Customer and the successful bidder (“Contract”) shall specify the document to be issued by the Customer for procuring the deliverables (“Procuring Document”). Such Procuring Document shall –</p> <ul style="list-style-type: none"> » Be solely governed by the terms and conditions of the Contract » Make an express reference to the Contract <p>It is also clarified that no pre-printed terms and conditions mentioned in the Procuring Document shall apply to the successful bidder.</p>	This suggestion is ambiguous and hence cannot be responded to.
6	NA	NA	Non Hire Clause	Clause not present in RFP	<p>Customer acknowledges that personnel to be provided by PSU represent a significant investment in recruitment and training, the loss of which would be detrimental to PSU’s business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any PSU employee, or induce any such individual to leave the employ of PSU. For purposes of this clause, a PSU employee means any employee or person who has who has been involved in providing services under this Agreement.</p>	Customer has gone for a particular mode of getting the work done and has no intention to hire the manpower deployed by the successful bidder, unless there are extenuating circumstances such as abandonment of the Project by the Bider.

7	NA	NA	Deemed Acceptance	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days' time to correct in case of any rejection by Customer	Since BIS is taking up the project in-house through sourced manpower, the ultimate liability even for getting further changes carried out (after AT also), which is necessary for giving glitch-free solution, is on the entire team including BIS. Users often tend to give lots of suggestion after actual deployment while using it practically on the job. This clause cannot be considered for incorporating any changes.
8	NA	NA	Arbitration and Governing Law	Clause not present in RFP	This Agreement shall be governed by laws in force in India. In the event of any dispute arising out of this Agreement the same shall be settled by binding arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Delhi. The language of the arbitration proceedings shall be English. Any dispute arising in relation to this Agreement shall be subject to the jurisdiction of the courts at Delhi.	Incorporated in the RFP.
9	NA	NA	Pre-existing IP	Clause not present in RFP	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to BIS.	Incorporated in the RFP.
10	2	2.2	Phase II: Project	The total duration of the engagement will be three years	The total duration of the engagement will be three years extendable up to five years.	No modification is needed. The Project duration is 3 years which may be extended

			Management for the Implementation Phase	extendable up to five years.		to five years and hence price bids are being sought for 5 years.
11	3	3	Key Considerations and Instructions for Submitting Bid Response	<p>Financial Bid value shall be equal to annual cost as per the man-month rates given by the Bidder. The man month rates should cover all costs related to positions being quoted for {e.g. CTC (which includes Basic, Allowances, Employer Contribution for EPF, Medical Insurance, Laptop, Phone/Internet etc.) + Training Expenses + Offsite Events + Leave Travel Allowance + HR Cost + Admin Cost + Bonus + Local Travel Allowance (if any) + Senior Level Supervision Cost + Profit Margin}. Figures should be quoted by showing GST separately. The Bidder has an option of showing all components of the cost separately.</p>	Any cost for Travel of the project team for the Project work would be borne by BIS. Kindly confirm.	Already mentioned at bullet 6 of clause 3 of RFP with regard to outstation travel (which may be read as outside NCR). So, modification is not necessary. However, it is clarified that a tentative cost of about 24 working days in a year may be kept in mind for senior level supervision cost. It is reiterated that the employees whose CVs are being offered must be directly on the payrolls of the successful bidder on the date of their joining and all components of their salary etc. as detailed in this clause should be included in their salary etc.
12	3	3	Key Considerations and Instructions for Submitting Bid Response	Payment to the shortlisted company shall be made latest by the end of every month or at such higher periodicity as may be mutually agreed. Salaries shall be released on the last day of the previous month even if there is a delay for reasons beyond control in release of previous payment by BIS. All payments shall be made subject to TDS under Income Tax Act and other applicable taxes to be	Payment to the shortlisted company shall be made latest by the end of every month on submission of monthly invoice at the start of the month within 30 Days or at such higher periodicity as may be mutually agreed. Salaries shall be released on the last day of the previous month even if there is a delay for reasons beyond control in release of previous payment by BIS . All payments shall be made subject to TDS under Income Tax Act and other applicable taxes to be deducted at source, if any.	May be modified as “Payment to the shortlisted company shall be made on a latest by the end of every month, on submission of invoice within 30 Days. Salaries shall be released on the last day of the previous month even if there is a delay for reasons beyond control in release of previous payment by BIS. All payments shall be made subject to TDS under Income Tax Act and other applicable taxes to be deducted at source, if any. BIS shall not be subjected to any late payment

				deducted at source, if any.		charges.
13	4	3	Key Considerations and Instructions for Submitting Bid Response	<p>Empanelment rates shall be enhanced every year to accommodate annual increment to be given to the deployed resources, if continuity is maintained. However, the weighted average of this amount will be about 8 to 10%.</p>	<p>Clarifications required:</p> <p>Interpretation of weighted average for incremental year on year. Please confirm the increment is applicable for extension as well after 3 years.</p> <p>It is suggested that there should be 8 to 10 % of increment of prices YoY for 2nd year to 5th year.</p>	<p>Modified as:</p> <p>Salary increase per annum shall be @ 8% to accommodate annual increment to be given to the deployed resources only if continuity is maintained. Increment is applicable after 3 years also. The figures will be reckoned based on 8% YoY basis for comparison purposes, but the bidder shall give increments as per the policy prevalent to its other employees but not lesser than quoted figure as a weighted average for all employees put together. So, in the Financial Bid format, bidders should calculate price for every year.</p> <p>As an illustration, if monthly quote for an employee is Rs. 100, then the Bidder should calculate 5 years value as follows</p> $100 + 100 \times 1.08 + 100 \times 1.08^2 + 100 \times 1.08^3 + 100 \times 1.08^4$ <p>Such a value should be computed for each of the 4 employees and put in the column with heading Total fees for 60 months. In order to remove any ambiguity in the bid, the bidders may also give a signed and sealed copy of the Financial Bid giving year-wise value for each employee separately.</p> <p>It is also clarified that while the</p>

						comparison of bids is being done for 5 years, initial contract shall be signed only for 3 years.
14	15	8	Penalties	Penalties shall be imposed @1% for each week of delay for non-supply of replacement manpower and for delay in other target dates mutually agreed originally. There shall be a capping of 6% after which the contract will be liable to be cancelled with a cancellation penalty of 10% besides having a discretion of invoking Bank Guarantee as well. Force Majeure conditions and delay not attributable to PMU resources will be excluded from penalty.	Penalties shall be imposed @1% for each week of delay for non-supply of replacement manpower and for delay in other target dates mutually agreed originally. There shall be a capping of 6% after which the contract will be liable to be cancelled with a cancellation penalty of 10% besides having a discretion of invoking Bank Guarantee as well. Force Majeure conditions and delay not attributable to PMU resources will be excluded from penalty.	Modified as: Penalties shall be imposed @ 1% of the annual value of the contract in the value for each week of delay for non-supply of replacement manpower and for delay in other target dates mutually agreed originally. There shall be a capping on penalty at 5% of the total contract value after which the contract will be liable to be cancelled with an additional cancellation penalty of 5% of the contract value. This will involve revocation of Bank Guarantee. Contract can also be cancelled earlier after giving termination notice. Force Majeure conditions and delay not attributable to PMU resources will be excluded from penalty.
15	15	8	Commercial Bid	As per RFP	Please clarify: If Bidder need to provide rate only for 1st year and year on year inflated prices will be considered as per the incremental rate and consider the same in calculating value for 5 years, or a single rate which will be used to calculate flat price for 5 years without any increment	This point has already been covered above.

16	NA	N A	Taxes	Clause not present	Customer is responsible for payment of taxes, duties, octroi / entry tax, cesses and any other statutory levies (by whatever name called at the applicable rates from time to time, including any new levies or increase in existing levies) relating to the proposal. However, Customer will not be responsible for income taxes and wealth taxes that may be payable by Bidder. In case of any new taxes or levies being attracted to the transaction after the date of submission of response by Bidder or if any existing taxes or levies are changed thereafter, the same shall be borne by the Customer.	All Government Taxes, Duties and Levies relating to the contract with BIS (excluding tax liability of the individuals deployed in BIS) shall be paid by BIS as per actual rates prevalent from time to time.
17	4	3	Key Considerations and Instructions for Submitting Bid Response	EMD equal to 2% of the Bid Value shall be given by way of Demand Draft in the name of Bureau of India Standards payable in New Delhi.	Bidder suggest BIS to specify the EMD amount in the RFP instead of % of Bid value.	EMD value shall be Rs. 5 lakh flat.
18	12	6	Part A: CVs of Personnel	Higher Qualification :(i) M. Tech. in CS/IT: 3 marks	Bidder suggest: M.Tech/ M.Sc shall be provided with 3 marks	No modification required
19	12	6	Part A: CVs of Personnel	Higher Qualification :(iii) Any special accomplishment in education e.g. Gold Medalist, Rank Holder etc. 2 marks	Please replace this clause with 60% marks and above	No modification required
20	12	6	Part A: CVs of Personnel	Experience in Software Development and implementation: Percentile basis on incremental experience above lower threshold : 7 marks	Category wise number of years of experience to be mentioned for better clarity instead of Percentile basis. Example 4-6 - 4 Marks 6-8 – 5 Marks 8-10- 6 Marks >10 – 7 Marks	Percentile basis (on incremental value above qualifying value or lower threshold) gives a more accurate comparative value. In the formulation proposed by Wipro, a person with 4 year and 1 month experiences will get 4 marks and another with 8 years of experience will get 5 marks only.

21	12	6	Part A: CVs of Personnel	Experience in working in the government sector for project implementation (including software design, development, roll-out etc.) : 5 marks	Category wise number of years of experience to be mentioned for better clarity instead of Percentile basis as per following Experience in Govt 1-2 Year - 3 Marks 2-4 - 4 Marks > 4 - 5 Marks	Please read response to point no. 20 above. Moreover, Wipro's suggestion runs contrary to minimum experience requirement of 2 years in case of 3 Consultant positions.
22	12	6	Part A: CVs of Personnel	Any specialized skills suitable for eBIS Project 4 marks	Please specify the skills for proposing relevant resources	Please read Appendix-A to know the nature of eBIS applications/portals.
23	13	6	Part A: CVs of Personnel	Marks for each category of personnel offered by a company shall be averaged and then weighted average shall be taken in the ratio 2:3 to calculate the final score.	Total type of resource profiles asked in RFP are four while weighted average only talks about two ratios. Please give clarity as how this weighted average will be calculated with an example.	The ratio of 2:3 should be read as 2:1:1:1 which means weight of 2 for the Senior Manager Position and 1 each for every Consultant. These weights shall be applied after taking average value for each of the 3 alternate CVs for every position.
24	13	6	Part B: Company Profile	Number of similar work in IT consulting/ project implementation for e-Governance Projects in different organizations (above Rs. 1 crore each) like Central Government/ State Government/ PSU's / Autonomous bodies etc. during last 3 years viz. 2016-17, 2017-18 and 2018-19 : 8 Marks: Percentile Basis	Request to change the percentile to number of projects as per following No of Project = 4 : 3 marks >4 and <=7: 5 Marks >7 Project: 8 marks	Modification is not necessary as will be assessed by committee during evaluation through comparative marking based on actual information/figures. The proposed formulation seems to plateau off too quickly.
25	13	6	Part B: Company Profile	Order Value of works executed/ under execution as at 1 above in last 3 years viz. 2016-17, 2017-18 and 2018-19 7 Marks: Percentile Basis	Request to change the percentile to number of projects as per following No of Project = 4 : 3 marks >4 and <=7: 5 Marks >7 Project: 7 marks	Modification is not necessary as during evaluation by committee marks will be based on actual figures of available cases and comparison. However, Order Value means the revenue that accrues to a company during a financial year with respect to a project.

26	13	6	Part B: Company Profile	<p>Number of similar work in IT consulting/ project implementation for e-Governance Projects in different organizations (above Rs. 1 crore each) like Central Government/ State Government/ PSU's / Autonomous bodies etc. during last 3 years viz. 2016-17, 2017-18 and 2018-19 : 8 Marks: Percentile Basis</p> <p>AND</p> <p>Order Value of works executed/ under execution as at 1 above in last 3 years viz. 2016-17, 2017-18 and 2018-19 7 Marks: Percentile Basis</p>	<p>The Criteria is similar to the one mentioned above. Please change this to value of work order for the government in last seven years</p> <p>Request to changes as per following No of Project = 4 : 3 marks</p> <p>One Order greater than Five Crore = 3 Mark</p> <p>Two Order greater than Five Crore = 5 Marks</p> <p>Three Order greater than Five Crore = 7 Marks</p>	<p>A period of 3 years gives a more current status of the Bidder's. However, keeping Wipro's suggestion in mind of earmarking separate value to more valuable projects, following change is being done while doing calculation on percentile basis:</p> <p>3. Number of Projects between Rs. 1 crore to Rs. 5 crore: 5 marks Number of projects valuing above Rs. 5 crore: 3 marks</p> <p>4. Aggregate Value of Projects valuing between Rs 1 crore to Rs. 5 crore : 3.5 marks Aggregate Value of Projects valuing between Rs. 5 crore to Rs. 8 crore : 2.5 marks Aggregate Value of Projects valuing above Rs. 8 crore : 1 mark</p>
27	3	3	Key Considerations and Instructions for Submitting Bid Response	<p>The deployed personnel should be the employees of the Bidder as on the date of their joining on BIS and likely to continue for fairly long duration.</p>	<p>During the RFP stage please allow us to submit profiles for contractual/outsourced resources. During the project execution we absolve them on our payroll.</p>	<p>Modification is not necessary as per this suggestion and the employees should be directly on the payrolls of the Bidder with all components of salary as indicated payable to the employee. In case of employees being hired currently whether generally or specifically for this Project, the Selection Process should be over by the time of submission of bids. Willingness of the employee proposed to be hired should also be available.</p>

28	13	6	Part A: CVs of Personnel	Part A: CVs of Personnel Quality of Applications/Portal Developed in the past	What are the parameters on which quality of Portal/Applications will be assessed?	URLs of the Portals are to be given and then assessment will be done based on various parameters including reach & scale of implementation, scalability, redundancy/economy, sturdiness, scalability, security-audit, GIGW compliance, innovation, speed, inter-operability, module sharing etc. Actual presentation of the Portals by interaction with the persons whose CVs have been provided, can also take place to enable the Evaluation Committee to assess the work done objectively.
29	13	6	Part A: CVs of Personnel	Part A: CVs of Personnel Additional Relevant Certifications	Will the certifications like PMP/Prince2 etc. mentioned under the Educational Background & Professional Experience be counted for the scoring. Or do we need to given additional certificates apart from the one mentioned in section 5.	Already mentioned in clause 7, page 13, item 5 of table, adequately, therefore no modification is required
30	1	CORRIGENDUM 1 #1	CORRIGENDUM 1 #1	PMU will assess the present applications of BIS, identify the implementation and performance improvement areas (if any) and get the deficiencies removed and applications enhanced..... The PMU will be responsible for Project Monitoring Support during project implementation by the SI, review all the deliverables of the SI..... PMU shall start operating initially through the inhouse ICT professionals under the guidance of senior officers of ITS Department of BIS..... The technical documentation will be prepared by the ICT professionals under regular guidance of the PMU and periodic review by senior	Please confirm: Responsibility of Bidder pertains to technical advisory, PMU, documentation and monitoring and by not any way development of application software per se.	As per RFP it is clear that sourced personnel will have PMU role for phase-1 and 2 through the software development team. However, the PMU must be able to suggest BPR, prepare broad screen design, guide the software development team generally in design, development & roll out, do troubleshooting, fill the gaps, analyse data, propose various approaches etc. Hence, modification is not necessary. However, Bidder may be asked to provide software development professionals also under 25 to 30% clause.

				professionals of the successful bidder.....		
31	1	CORRIGENDUM 1 #2	CORRIGENDUM 1 #2	<p>2.1. Phase 1</p> <p>PMU will assessbroad level SRS. BPR will need to be factored in during design and development phase to optimally harness power of ICT enabled solution. However, implementation of any such BPR, gap assessment, optimisation will evolve concurrently in Phase-I and will get into implementation mode in Phase-II. For your requirements of documents, please refer to Appendix-A attached along with mail inviting bids.</p>	Bidder request to clearly segregate the responsibility of its team during Phase-1 and Phase 2.	Already explained above
32	1	CORRIGENDUM 1 #3	CORRIGENDUM 1 #3	<p>... Deliverables will include development and implementation of the software mentioned in Appendix A within the overall timelines mentioned.... above. The timeline for deployment of the... individual modules will be decided in due course.... Some of the changes are suggested when end users actually start using the Application/Portal.</p>	<p>Since the engagement of resources is on T&M basis and they would be working with inhouse IT team of BIS to achieve the deliverables as stipulated in Appendix A. However, timelines would be dependent on various factors beyond Bidders control and rightly said that can't be determined at this stage. Is there any SLA for timelines.</p> <p>Secondly, Please elaborate on change management requirements.</p>	<p>Broad Timelines are defined in clause 2.2, so modification is not needed.</p> <p>Further break-up in timelines will be based on interaction of PMU and BIS IT team.</p>

33	2	2	Scope of Services	2.1 Phase 1: Assessment /Performance Improvement of Existing BIS Applications and Development of New Applications and 2.2 Phase II: Project Management for the Implementation Phase	As per our understanding of scope of work , no developers are hired under this contract and the PMU team shall primarily be involved in Overall monitoring of Software Development activities Technical Advisory & Support for improvement in quality of applicationsWe-Developers, Web-Designers, Mobile App Developers etc. for development of application given in Appendics A, shall be hired through other System Integrator for software development of various modules and will be governed through other contract with Service Integrator	No change is needed.
34	1	COR RIGE NDU M 1 #5	CORRIGEN DUM 1 #5 If due to any unavoidable circumstance, one or more of the deployed person(s) needs to be replaced/changed,.....	Please clarify: What would be the timelines for replacing / changing the resources.	Mentioned in RFP at 8 th bullet of clause 3, modification is not necessary. A knowledge transfer period of about 2 to 3 weeks is envisaged.
35	1	COR RIGE NDU M 1 #13	CORRIGEN DUM 1 #13	Marks for each category of personnel offered by a company shall be averaged and then weighted average shall be taken in the ratio 2:3 to calculate the final score.	Please clarify how this would be calculated.	Since there are 3 CVs for each category of personnel, average value shall be considered for that category of profiles. Then, overall score will be calculated giving 2 :1:1:1 weights.

36		2	3. Key Considerations and Instructions for Submitting Bid Response	<p>NICSI empanelled Consulting Companies meet an eligibility criteria of annual turnover from Consulting Services (including application development) of Rs. 200 crore in India in each of the last 3 years and annual turnover from Consulting Services in eGovernance/IT Projects (including application development) of Rs. 60 crore in India in each of the last 3 years. These companies are also ISO 9001 certified. BIS also considers these criteria necessary for the purpose of eligibility considering large size and complexity of the project. In addition to this, CMMi Level 5/3 will be desirable as software development work is involved. Therefore, based on NICSI empanelment as on date, all 5 Consulting Companies empanelled companies have been considered on par for eligibility purposes. Any other company meeting these criteria can also submit its bid.</p>	<p>As per our understanding NICSI empaneled agencies has not to submit any Pre qualification (PQ) documents like Annual turnover of company from consulting services, annual turnover from Consulting Services in e-Governance/IT Projects (including application development) etc. Please Confirm.</p>	<p>Need to submit for verification during evaluation for the appraisal of committee members</p>
37			Scope of Work	<p>PMU shall start operating initially through the inhouse ICT professionals under the guidance of senior officers of ITS Department of BIS. Deliverables will include development and implementation of the software mentioned in Appendix A within the overall timelines mentioned above. The timeline for deployment of the individual modules will be decided in due course</p>	<p>Deliverables of PMU shall primarily be following</p> <ol style="list-style-type: none"> 1. Quarterly Progress Reports / Evaluation Report / Assessment Report as agreed in previous quarter <p>Considering the Development work shall be carried out by other ICT professionals, hence request you to remove the deliverable like Development of Software from PMU</p>	<p>The details already given are sufficient to give broad scope of work which necessarily includes getting the software development work done in a hands-on approach as described above. Further specifics shall be elaborated at the time of signing contract with the successful bidder.</p>

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Sl. No.	Section/Page	Content of RFP requiring clarification	Change/clarification requested	BIS views
1.	3, Page no. 3	The personnel deployed by the Bidder shall be responsible for the project design, development and management support under the guidance of BIS.	We understand that the personnel deployed would only be responsible for monitoring the development and would not be doing actual development. Request you to kindly modify accordingly.	Role of PMU is clearly given in clauses 2.1 and 2.2, modification in RFP is not required as well as in clarifications given in case of Wipro's queries.
2.	3, Page no. 3	Bid Evaluation shall be done on 60:40 basis for technical score and financial bid respectively.	We request that the weightage to technical score to be increased to 80%. Accordingly, the bid evaluation may kindly be modified to 80:20 basis for technical and financial bid respectively.	Bid evaluation criteria is the management's decision, based on expert's opinion, so modification is not required. A ratio of 60:40 gives a good balance between quality and price.
3.	3, Page no. 3	For technical evaluation of the bids, CVs of three alternative persons for each position shall be offered by the Bidder and considered by the Evaluation Committee. Altogether, three CVs have to be provided for each position and average marks for all the 3 alternatives will be considered.	We request that every firm may be asked only to provide their best suitable profile for a given position. As a client, you always have a right to ask for additional profile/ replacement profile in case you are not satisfied with a given profile.	The matter is urgent and due to paucity of time CVs of three alternate is sought to expedite the evaluation process. Where as in suggested proposal change /replacement may take time and one ore evaluation may be required which may delay the on boarding process. Moreover, a person may sound very solid on paper but may turn out hollow during interview. So, in view of above, modification is not required.
4.	3, Page no. 4	Empanelment rates shall be enhanced every year to accommodate annual increment to be given to the deployed resources, if continuity is maintained. However, the weighted average of this amount will be about 8 to 10%.	We request that the annual increment should be uniformly given as 10% on the quoted man-month rates.	Please see response to a similar request by Wipro.

5.	3, Page no. 4	EMD equal to 2% of the Bid Value shall be given by way of Demand Draft in the name of Bureau of India Standards payable in New Delhi.	We request you to clarify on the value of the EMD. Further, we request you to kindly clarify that the EMD for unsuccessful bidders would be returned within a week of opening of financial bid.	EMD has been decided as INR 500,000/- in the form of DD. Already published on CPP portal.
6.	6, Page no. 6	Senior Program Manager/ Senior Project Coordinator eBIS Preferably have Certification of PMP/Prince2	We request you to include ITIL certification as well. Accordingly, we request this to be kindly modified to – Preferably have Certification of PMP/Prince2/ITIL	Agreed
7.	6, Page no. 7	Consultant Technology Minimum of 4 years of experience	We request that the experience criteria to be increased to minimum 10 years experience. This is because the kind of experience that has been sought from the candidate and the kind of work he is expected to do, requires this kind of experience.	Minimum experience has been changed to 5 years. We need people at the cutting-edge level so that they can get the software development work done in a hands-on manner using Agile Methodology. A person with 10 years of experience is likely to be a little cut-off from technology. However, if a senior person meets BIS's requirement of knowledge relating to software development, he/she will fetch more marks.
8.	6, Page no. 9	Consultant (Technology/Management) Minimum of 4 years of experience	We request that the experience criteria to be increased to minimum 8 years experience. This is because the kind of experience that has been sought from the candidate and the kind of work he is expected to do, requires this kind of experience.	Minimum experience has been changed to 5 years. We need people at the cutting-edge level so that they can get the software development work done in a hands-on manner using Agile Methodology. A person with 10 years of experience is likely to be a little cut-off from technology. However, if a senior person meets BIS's requirement of knowledge relating to software development, he/she will fetch more marks.

9.	6, Page no. 11	Solution Architecture Consultant (who will also perform the duty of tech lead for defined set of programmers)	We request that the experience criteria to be increased to minimum 10 years' experience. This is because the kind of experience that has been sought from the candidate and the kind of work he is expected to do, requires this kind of experience. The tech lead has to have adequate experience and knowledge.	Minimum experience has been retained at 6 years assuming that the person specialises in programming techniques . We need people at the cutting-edge level so that they can get the software development work done in a hands-on manner using Agile Methodology. A person with 10 years of experience is likely to be a little cut-off from technology. However, if a senior person meets BIS's requirement of knowledge relating to software development, he/she will fetch more marks.
10.	7, Page no. 13	Part A: CVs of Personnel Higher Qualification	We request you to kindly provide marks for meeting the minimum requirements. Further, we suggest that the marks on higher qualification, additional certifications and Any specialized skills suitable for eBIS may be combined. These marks can be given to the firm based on the assessment of the presentation and the quality of the team based on interview etc.	Modification is not necessary as per this suggestion as minimum qualification only gives eligibility.
11.	7, Page no. 13	Part A: CVs of Personnel	Generally percentile is not used for awarding marks. We request that the "Percentile" may be therefore be removed and marking may kindly be done based on criteria only.	Modification is not necessary as Evaluation committee would award marks based on actual figures and cases during evaluation

12.	7, Page no. 14	<p>Note:</p> <p>Marks for each category of personnel offered by a company shall be averaged and then weighted average shall be taken in the ratio 2:3 to calculate the final score.</p>	<p>We request you to kindly clarify on the break up of these marks amidst the 4 PMU resources.</p> <p>Further, we request that the “weighed average” may be removed and evaluation may be done based on specific criteria.</p>	Already clarified in case of Wipro.
13.	7, Page no. 14	<p>Part B: Company Profile</p> <p>S.No. 1</p> <p>Number of similar work in IT Required consulting/ project implementation for eGovernance Projects in different organizations (above Rs. 1 crore each) like Central Government/ State Government/ PSU’s / Autonomous bodies etc. during last 3 years viz. 2016- 17, 2017-18 and 2018-19</p>	<p>We request you to kindly modify this to:</p> <p>4 number of similar works in IT Required consulting/ project implementation for e-Governance Projects in different organizations (above Rs. 1 crore each) like Central Government/ State Government/ PSU’s /</p>	Marks for company profile have been fine-tined further. Please see response to Wipro.
			<p>Autonomous bodies etc. during last 5 years viz. 2014- 15, 2015- 16, 2016- 17, 2017-18 and 2018-19.</p> <p>2 marks may be given for each project with maximum marks being 8. The bidder can provide relevant work orders and appreciation letters to support the claim.</p> <p>We request “Percentile” to be removed as it is not used generally for evaluation.</p> <p>Remarks</p> <p>We understand that this criteria is meant for getting a confidence that the firm has</p>	

			done similar projects. Further, we understand that the intent of BIS is not to measure on quantity alone but also quality of project as well.	
14.	7, Page no. 14	Order Value of works executed/under execution as at 1 above in last 5 years viz. 2016-17, 2017-18 and 2018-19	<p>We request you to kindly modify this to:</p> <p>Order Value of similar works executed/ under execution as at in last 5 years viz. 2016-17, 2017-18 and 2018-19.</p> <p>>4 crores – 2</p> <p>>6 crores – 4</p> <p>>8 crores – 7</p> <p>The bidder can provide relevant work orders/ client letters/ certificate from statutory auditor to support the claim.</p>	Modification is not necessary, as evaluation committee will assess based on actual cases and figures.

15.	8, Page no. 15	<table><tr><th>S/n</th><th>Role</th><th>Man Month Rate (in Rs)</th><th>Total fees for 60 months (in Rs.)</th></tr><tr><td>1</td><td>Program Manager/Project Coordinator</td><td></td><td></td></tr><tr><td>2</td><td>Technology Consultant -1</td><td></td><td></td></tr><tr><td>3</td><td>Technology Consultant -2</td><td></td><td></td></tr><tr><td>4</td><td>Solution Architecture Consultant</td><td></td><td></td></tr><tr><td></td><td>Total Fees (excluding applicable Taxes)</td><td></td><td></td></tr><tr><td></td><td>Total Fees (including applicable Taxes)</td><td></td><td></td></tr><tr><td></td><td>GROSS BID VALUE (including Bid Value)</td><td></td><td></td></tr></table>	S/n	Role	Man Month Rate (in Rs)	Total fees for 60 months (in Rs.)	1	Program Manager/Project Coordinator			2	Technology Consultant -1			3	Technology Consultant -2			4	Solution Architecture Consultant				Total Fees (excluding applicable Taxes)				Total Fees (including applicable Taxes)				GROSS BID VALUE (including Bid Value)			As mentioned in page 14, the bidder has to quote for 1 year only. Hence the Total fees for 12 months for a given resource may kindly be asked.	Bidder should quote for each of the 5 years based on 8% increment. Please see detailed response to Wipro's queries
S/n	Role	Man Month Rate (in Rs)	Total fees for 60 months (in Rs.)																																	
1	Program Manager/Project Coordinator																																			
2	Technology Consultant -1																																			
3	Technology Consultant -2																																			
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	GROSS BID VALUE (including Bid Value)																																			
16.	8, Page no. 15	Penalties shall be imposed @1% for each week of delay for non-supply of replacement manpower and for delay in other target dates mutually agreed originally. There shall be a capping of 6% after which the contract will be liable to be cancelled with a cancellation penalty of 10% besides having a discretion of invoking Bank Guarantee as well.	We request that the overall capping against penalty/ cancellation should be limited to 10% only. Accordingly we request this to be suitably modified to either the PBG may be revoked or the penalty of 10% be levied.	Penalty clause has been modified. Please see response to Wipro.																																
17.	Corrigendum 1, Pt 6	The bids can be submitted upto 1600 hrs on 18 June 2019 on the CPP Portal.	We request you to extend the submission date by 10 days from the date of releasing the next corrigendum/clarifications.	Time-limit for submission bids is being increased to June 21 at 1530 hours																																

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Sl. No.	Section and Clause	Query	Modifications/clarifications
1	Section 3. Key Considerations and Instructions for Submitting Bid Response. Clause: In addition to the above, turnover and number of projects undertaken to provide management & technology consultancy services shall also be considered as enunciated in the table relating to technical evaluation.	The turnover of the consulting projects needs to be mentioned or the value of the projects. In the table it is given value of the projects. It maybe changed to value of the projects.	It is aggregate value of project revenue accruing to the company during a financial year.
2	Section 3. Key Considerations and Instructions for Submitting Bid Response. Clause: In addition to the above, turnover and number of projects undertaken to provide management & technology consultancy services shall also be considered as enunciated in the table relating to technical evaluation.	In this clause, it is given to provide experience for management & technology consultancy services whereas in the table it is mentioned implementation for e-Governance projects. Please confirm which supersedes.	Experience in technology consultancy services and actual software development in e-governance projects to be considered
3	Section 3. Key Considerations and Instructions for Submitting Bid Response. Clause: Integrity Pact in standard format is also to be provided.	Please provide the format of the Integrity Pact which shall be signed by the successful bidder as part of the contract.	MEITY's model RFP may be referred to for this purpose though third party monitor is not necessary.
4	Section 3. Key Considerations and Instructions for Submitting Bid Response. Clause: EMD equal to 2% of the Bid Value shall be given by way of Demand Draft in the name of Bureau of India Standards payable in New Delhi.	In the ToR it is given EMD of 2% of the bid value, whereas it is 5 Lakhs on the CPP portal. Please clarify	5 lakh

5	Section 4. Clause: The bids can be submitted upto 16 00 h on 18 June 2019 on the CPP Portal.	How will the EMD be submitted? If a hard copy needs to be submitted, then please specify the place and person.	Bids are also to be submitted online on CPP but the EMD and a signed copy of the Financial Bid also needs to be submitted as hard copy.
6	Section 4. Clause: The bids can be submitted upto 16 00 h on 18 June 2019 on the CPP Portal.	Is the hard copy of the bids need to be submitted? If yes, then please specify how many copies and venue.	As above
7	Section 4. Clause: The bids will be opened on 19 th June 2019 as give in CPP portal	Will the technical and financial bid open on the same date? Please confirm	Technical bid will be opened on the specified date. Financial bids of the technically qualified bidders (>60% score or 36 marks in technical evaluation) will be opened after technical evaluation.
8	Section 6: Resource Requirement Clause: Solution Architecture Consultant (who will also perform the duty of tech lead)	In the role of this resource it is given “Programmer/Analyst with 6 years’ experience”. However, in the educational qualification it is given “Minimum of 10 years of experience.” Please clarify	It is 6 years
9	Section 7: Evaluation Criteria Technical Bids shall be evaluated as follows	Will any additional marks be awarded for graduating from premier institutes? If yes, what will be the weightage?	A passout from an old IIT/IIM (which is generally within within top 10 ranking institutes in the respective fields) also can be considered for 2 marks in item no. 1(iii) if academic perdfmrance there is considered good.
10	Section 7: Evaluation Criteria Clause: Part A: CVs of personnel: Quality of Applications/Portal Developed in the past- 13 marks	What would be the parameters in the CV for evaluation of the quality of applications/portal developed?	Already detailed in reply to Wipro
11	Section 7: Evaluation Criteria Clause: Part A: CVs of personnel: Additional Relevant Certifications	What would be the certifications that would be considered for evaluation? Please cite some examples.	PMP/Prince2/ITIL
12	Section 7: Evaluation Criteria Clause: Part A: CVs of personnel: Any specialized skills suitable for eBIS	Kindly share the list of applicable specialized skills being considered for evaluation for a typical eBIS project	Please see Appendix-A to know the areas in which eBIS is envisaged.

	Project		
13	Section 7: Evaluation Criteria Clause: Part A: CVs of personnel: Note1: Marks for each category of personnel offered by a company shall be averaged and then weighted average shall be taken in the ratio 2:3 to calculate the final score.	How will the weighted average in the ratio 2:3 be calculated? Please give an example to elaborate.	Already replied in case of Wipro
14	Section 7: Evaluation Criteria Clause: Part B: Company Profile	Can projects done with international development agencies, semi-government bodies, governments for other countries be also included?	No
15	Section 7: Evaluation Criteria	Will the interview of all the candidates will be held?	Interview with candidates will be held for ascertaining quality of work done earlier and to understand whether there is actual experience in software development. Even after this round of interview, the candidates offered by the successful bidder can be called for another round of interview to select one in each category.
16	Section 8: Commercial Bid: Bidder will be required to share the total program management fee for one year.	In this clause it is given to share the fees for 1 year. However, in the table it is for 60 months. Please confirm.	Please check responses given to Wipro and Deloitte
17	Section 9 : Penalties – Penalties shall be imposed @1% for each week of delay for non-supply of replacement manpower and for delay in other target dates mutually agreed originally.	It is not clear that the penalty of 1% as stipulated, is to be calculated on which amount. Is it 1% of the milestone value or the contract value or some other amount? Similar ambiguity applies to 6% and 10% penalty caps as proposed. Please provide clarity.	Clarified in case of Wipro

18	Section 9 : Penalties – Penalties shall be imposed @1% for each week of delay for non-supply of replacement manpower and for delay in other target dates mutually agreed originally.	These penalties will apply only if the delay is solely attributable to the bidder. Further such penalties shall be sole and exclusive remedy for such defaults. Please confirm	Ok
19	Contractual clauses	Since the RFP does not have the contractual clauses, can we submit our standard Terms of Business to be signed, should the tender be awarded to PwC.	Contractual clauses will be discussed and will be in accordance with this RFP. Reference to Model RFP also can be made wherever necessary.
20	Deployment of the resources	By when are the selected resources need to be deployed on the project? Minimum of 2 weeks after the issue of work order should be considered.	Not mor ethan 2 weeks from date of selection of a candidate.

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Sl. No.	Clause No.	Clauses as per ToR	Suggestions/Query	Clarification
1.	<p>Page No 2</p> <p>2.1. Phase 1: Assessment /Performance Improvement of Existing BIS Applications and Development of New Applications</p> <p>And</p> <p>2.2. Phase II: Project Management for the Implementation Phase</p>	<p>PMU will assess the present applications of BIS, identify the implementation and performance improvement areas (if any) and get the deficiencies removed and applications enhanced</p> <p>And</p> <p>Once applications start getting pilot tested, additional activities as per last lines of Para 1 will commence. The PMU will be responsible for Project Monitoring Support during project implementation by the SI, review all the deliverables of the SI.</p>	<p>We would request you to specify indicative timeframe (duration) for Phase I and Phase II of the engagement.</p>	<p>Tentative duration of phase I will be 1.25 years months and for phase II, it will be 1.75 years years. However, initial couple of applications should start rolling out in about 3 months in original/improved form, as the case may be (latter in case pf existing applications). The total duration of the engagement will be three years extendable up to five years.</p>
2.	<p>Page No 2</p> <p>2.1. Phase 1</p>	<p>Assessment /Performance Improvement of Existing BIS Applications and Development of New Applications</p>	<p>We would request you to confirm if the Phase I activities would involve Business Process Re-engineering (BPR), Gap assessment and optimization of the</p>	<p>BPR will need to be factored in during design and development phase to optimally harness power of ICT enabled solution. However, implementation of any</p>

			workflows etc. and to design To-be processes for BIS. If yes, are the documents such as Use Case Diagrams, FRS, Data Flow Diagrams (DFDs), database schemas, Test Cases, ER diagrams and user manuals etc. available with the BIS?	such BPR, gap assessment, optimisation will evolve concurrently in Phase-I and will get into implementation mode in Phase-II. For your requirements of documents, please refer to Appendix-A attached along with mail inviting bids.
3.	2.2. Phase II:	<p>Project Management for the Implementation Phase</p> <p>Exact timelines for each deliverable for various Applications/Portals will be worked out separately</p>	<p>We would request you to provide the indicative list of deliverables expected from the PMU team along with the timelines.</p> <p>Further we would request you to clarify if designing of technical documentation for new application is to be undertaken by the PMU or by the in-house ICT professionals</p> <p>Also, we would request you to include the following provision in the ToR:</p> <p>In case the BIS does not object/provide feedback in writing (stating the reasons for the objection/feedback) within twenty-two (22) days from the date of receipt of deliverable, the same shall be deemed to have been approved by the BIS</p>	<p>PMU shall start operating initially through the in-house ICT professionals under the guidance of senior officers of ITS Department of BIS. Deliverables will include development and implementation of the software mentioned in Appendix A within the overall timelines mentioned above. The timeline for deployment of the individual modules will be decided in due course.</p> <p>The technical documentation will be prepared by the ICT professionals under regular guidance of the PMU and periodic review by senior professionals of the successful bidder. All stakeholder departments in BIS and outside will also be involved closely for giving functional inputs. Some of the changes are suggested when end users actually</p>

				start using the Application/Portal.
4.	<p>Page 3</p> <p>3.Key Considerations and Instructions for Submitting Bid Response</p>	<p>Para 2:</p> <p>For technical evaluation of the bids, CVs of 3 alternative persons for each position shall be offered by the Bidder and considered by the Evaluation Committee.</p>	<p>We would request you to clarify the total CVs required for each position (1 main + 3 alternative) OR (1 main + 2 alternative)</p> <p>Also, we would request you to modify the clause as below:</p> <p>For technical evaluation of the bids, for each position Bidder shall provide one (1) altenrate CV in addition to the main CV for consideration by the Evaluation Committee.</p>	<p>Altogether, three CVs have to be provided for each position and average marks for all the 3 alternatives will be considered</p>
5.	<p>Page 3</p> <p>3.Key Considerations and Instructions for Submitting Bid Response</p>	<p>Para 8:</p> <p>If due to any unavoidable circumstance, one or more of the deployed person(s) needs to be replaced/changed, then the bidder will need to provide equivalent or better personnel (to the satisfaction of BIS) and ensure complete knowledge transfer required for continuity of the project</p>	<p>We would request you to specify the duration in weeks for the transition and knowledge transfer where-in both the outgoing personnel and incoming personnel shall be deployed simultaneously</p>	<p>The responsibility of KT is with the PMU. The duration cannot be specified by BIS. IN any case, such a transition should take not less than a fortnight.</p>
6.	<p>Page 4</p> <p>3.Key Considerations and Instructions for Submitting Bid Response</p>	<p>Para 16:</p> <p>Time limit for bid submission is 1200 hours on 13.06.2019</p>	<p>We would request you to extend the date of bid submission by at least two (2) weeks to enable us to submit competitive and complete proposal</p>	<p>Time period for submission of bids extended upto 18 June 2019 at 16 00 h.</p>
7.	<p>Page 12</p>	<p>Part A: CVs of Personnel</p>	<p>We would request you to modify</p>	<p>No change is being considered as</p>

	6. Evaluation Criteria	<p>Criteria</p> <p>(i) M.Tech. in CS/IT: 3 marks</p> <p>(ii) MBA: 2 marks*</p> <p>(iii) Any special accomplishment in education e.g. Gold Medalist, Rank Holderetc. 2 marks</p>	<p>the criteria as below:</p> <p>Criteria</p> <p>(i) B.E./ B.Tech/M.Tech. in CS/IT/ET&T: 3 marks</p> <p>(ii) MBA: 2 marks*</p> <p>(iii) Any special accomplishment in education e.g. Gold Medalist, Rank Holderetc. 2 marks</p>	BE in CS/IT etc. is an essential qualification. Marks are being assigned for only incremental qualification.
8.	<p>Page 12</p> <p>6. Evaluation Criteria</p>	<p>Part A: CVs of Personnel</p> <p>And</p> <p>Part B: Company Profile</p>	<p>We would request you to specify the minimum qualifying marks for</p> <p>Part A: CVs of Personnel and Part B: Company Profile</p>	60 % is the minimum qualifying criteria i.e. 36 out of 60 marks.
9.	<p>Page No 15</p> <p>8. Penalties</p>	<p>Penalties shall be imposed @1% for each week of delay for non-supply of replacement manpower and for delay in other target dates mutually agreed originally. There shall be a capping of 6% after which the contract will be liable to be cancelled with a cancellation penalty of 10% besides having a discretion of invoking Bank Guarantee as well.</p>	<p>We would request you to modify the clause as below:</p> <p>Penalties shall be imposed @0.5% per resource cost for each week of delay for non-supply of replacement manpower and for delay in other target dates mutually agreed originally. There shall be a capping of 6% after which the contract will be liable to be cancelled with a cancellation penalty of 10% of the Consultancy fee already paid besides having a discretion of invoking Bank Guarantee as well. Any delay due to the Force Majeure conditions</p>	Force Majeure conditions and delay not attributable to PMU resources will be excluded from penalty.

			<p>will be excluded from the resource deployment shcedule.</p> <p>Penalties shall not be applicable for any delays beyond the reasonable control of the PMU or for the reasons not attributable to the PMU.</p>	
10.	Appendix A	Appendix A	<p>We would request you to provide clarify on the which are the existing applications and which are the new applications to be developed.</p> <p>Further we would request you to specify the prioritization of the applications to be undertaken for Phase I and Phase II</p>	<p>The software for product certification, management system certification, registration and laboratory are operational.</p> <p>Software for foreign certification, laboratory recognition, hallmarking scheme (jeweller and assaying centres), consumer affairs are under modification due to changes after new regulations.</p>
11.	Additional Clause	Limitation of Liability	<p>We would request you to add the following clause to the Terms of Reference</p> <p>BIS (and any others for whom Services are provided) shall not recover from PMU, 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</p>	<p>Since the project is being executed in house in manpower mode, this clause is not considered necessary.</p>

			contemplated. BIS (and any others for whom Services are provided) shall not recover from PMU, 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	
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