

**Pre-bid query reply against RFP No.ASDM-51/2017/359 dated 12.2.2018**

Name of the Company/Firm: 3i Infotech Limited					
S.No.	RFP Clause No.	Page No.	Query / Suggestion/ Clarification	Query / Suggestion/ Clarification	Response
1	6.3. Scope of Work Overview Pl. No.2	50	2. Identification of specifications for hardware and system software required for the portal	Please confirm that all the Hardware and software required will be provided by the Assam Skill Development Department. Also, please confirm that all the Hardware required for training (monitoring devices - CCTV etc.) will be provided by the Assam Skill Development Department.	Please refer clause FIN-2 of Section 5. Where it is mentioned that Bidder will bear the cost of the entire software. As Cloud hosting will be requested so question of hardware arise. CCTV will be deployed by ASDM for the training center.
2	Clause 6.3. Scope of Work Overview Pl. No.6	50	6. x. Integration with employment exchange databases and leading job portals xi. Integration with Sector Skill Councils, Assessment and Certification modules	Please confirm that the Assam Skill Development Department will coordinate for engagement and information gathering from all the integration parties.	OK
3	Clause 6.3. Scope of Work Portal Application design, development and implementation Pl. No.5.	51	5. Monitoring and Evaluation: Modern technologies that allow video capture of student participation and monitoring of the work should be a key feature of the portal so that there is no proxy / hoax attendance etc. The system should provide business logic and simple analytics capability to monitor and evaluate the performance under various schemes.	Please elaborate the scope as the requirement and the required level of monitoring. Also confirm that whether the integration with the AADHAR / Biometric/ Facial recognition is required or not.	Live capture of CCTV images and uploading of biometric attendance sheets from training center to MIS system is required ..
4	Section 2. Data Sheet & Instructions to Bidders (ITB) 21. b. Technical Evaluation Criterion Pl. No. 3	33	3. Experience of undertaking Program Management of large IT projects preferably in Skill Development with total project value > 10 Crore (Total - 15 Marks) - 5 Marks for each project upto a maximum of 2 projects. - <b>Maximum 5 marks in addition to above in case any of the project is a Skill Development Project.</b>	Request to please reframe the criteria as -  3. Experience of undertaking Program Management of large IT projects including training and capacity building with total project value > 10 Crore (Total - 15 Marks) - 5 Marks for each project upto a maximum of 2 projects. - <b>Maximum 5 marks in addition to above in case any of the project users have students as the primary users of the application and involve at least 3 modules similar to scope mentioned in this RFP</b>	As per RFP
5	Clause 13.2 : Proposal validity	13	In exceptional circumstances, prior to the expiration of the bid validity period, the tendering ASDM may request bidders to extend the period of validity of their bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.	Bidder may be given chance to resubmit it's price quote in case of extension, if they wish.	As per RFP
6	Data Sheet. Point 15	29	Project Manager – IT & MIS : BE/ B Tech or MBA with 7+ years of work experience in Project management, Software	We request to amend the criteria as below:  Project Manager – IT & MIS : BE/ B Tech /MCA or MBA with 7+ years of work experience in Project management, Software	OK
7	Section 7. Suggested Minimum Deliverables and Payment Terms	58		We would request to indicate timeline for approval of deliverables at various stages. Any deliverable submitted should be reviewed within 15 days. All reviewed comments if addressed in revised document and submitted within next 7 days will be approved within subsequent 7 days.	As will bear the costly throughout the contract period.
Name of the Company/Firm: MKCL					
S.No.	RFP Clause No.	Page No.	Query / Suggestion/ Clarification	Query / Suggestion/ Clarification	Response
1				As mentioned in the tender document, the bidder may be expected to integrate their placement portal with external employment portals. Can ASDM mention the name of the desired employment portals and leading job portals along with their cost of APIs, if any then it would be easier for us to derive the final software development cost more precisely? Third party SMS gateway will be integrated by the bidder. If ASDM wanted bidder to borne the cost send SMSes then the tentative number of counts per year should be notified.	Mobile application is Under development.
2					Will be notified later.
3				Need some clarity on Financial Management System, it is mentioned that the system is supposed to generate various financial statements like trial balance, balance sheet etc. What is expected in Trial balance and Balance sheet? As the system is only concerned about skilling part trial balance and balance sheet of only Skilling part is expected or what?	FMS will cover financial transactions for skilling. The bidder is encouraged to propose relevant information in this regards.
4				It is not clear from the Financial Management System's indicative functions that whether ASDM wanted to manage their entire accounts from this system or only skilling part's accounting will be managed through Financial Management System.	Skilling Part
5				After pre-bid, while preparing bid response document and to derive the best quote, if we need any sort of clarification then what is the process of getting such queries clarified?	Clarification mails are welcome till the publication of prebid query response
Name of the Company/Firm: Luminous Infoways					
S.No.	RFP Clause No.	Page No.	Query / Suggestion/ Clarification	Query / Suggestion/ Clarification	Response
1	Section 2. Data Sheet & Instructions to Bidders (ITB)	C. Opening and Evaluation(Pre-Qualification)	The Bidder should have average minimum annual turnover of INR 50 Crores in the preceding three financial years (i.e. FY 2014-2015 & 2015-2016 and 2016-2017)	We request you to kindly modify the pre qualification criteria for a healthy competition among bidders. We suggest the revised statement as: The Bidder should have minimum annual turnover of INR 50 Crores in the preceding three financial years (i.e. FY 2014-2015 & 2015-2016 and 2016-2017)	As per RFP.
2	Section 2. Data Sheet & Instructions to Bidders (ITB)	C. Opening and Evaluation(Pre-Qualification)	The Bidder should have average minimum annual turnover of INR 10 Crores from IT Advisory / IT Consultancy / Software development in the preceding three financial years (i.e. FY 2014-2015 & 2015-2016 and 2016-2017)	As per the scope of work mentioned in the RFP we feel that firms having experience in software development are the best fit for this assignment. IT Advisory/IT consultancy firms may create unnecessary discrepancy among bidders. We suggest the revised statement as: The Bidder should have average minimum annual turnover of INR 10 Crores from Software development in the preceding three financial years (i.e. FY 2014-2015 & 2015-2016 and 2016-2017)	As per RFP.

3	Section 2. Data Sheet & Instructions to Bidders (TB)	C. Opening and Evaluation(Technical Evaluation Criterion)	Bidder should have implemented/ managed web based Project with a number of Users / Registered students (Candidates) registered in a single IT & MIS System/ Skill development Portal in India NO. of users <ul style="list-style-type: none"> <li>• &gt;=10 Lakhs : 10 marks</li> <li>• &gt;=5 Lakhs and &lt;5 Lakh: 10 marks</li> <li>• &lt;5 Lakhs : 0 marks</li> </ul>	As mentioned in RFP the state envisages skill development of 10 lakh youth in the next 5 years, this is the figure which has been visualized to achieve within the state. However, such initiatives taken in national level has a registration count of around 2 lakh users. One such application is ESDM of Gov. Keeping view of such interesting statistics we request to change the criteria for healthy competition and amend the statements as Bidder should have implemented/ managed web based Project with a number of Users / Registered students (Candidates) registered in a single IT & MIS System/ Skill development Portal in India NO. of users <ul style="list-style-type: none"> <li>• &gt;=2 Lakhs : 10 marks</li> <li>• &gt;=1 Lakhs and &lt;2 Lakh: 5 marks</li> <li>• &lt;1 Lakhs : 0 marks</li> </ul>	As per RFP.	
4			NSIC Exemption	We have been exempted by NSIC for any kind of tender fee & EMD. Hence we want to avail the benefit.	Provide more information on the relaxation sought for and the category of NSIC empanelment.	
5	Operation & Maintenance	Annual Technology Support	The bidder shall be responsible for arranging for annual technology support for the products to ASDM provided by respective OEMs. ASDM would require ATS for a period of 3 years from the date of go-live of all the applications.	Please provide clarity about the ATS. As per our understanding we do not find any kind of equipment supply.	The software should be deployed in the cloud so no question about equipment supply.	
6	Operation & Maintenance	Application Software Maintenance	All patches and upgrades from OEMs shall be implemented by the bidder ensuring customization done in the solution as per the ASDM's requirements are applied. Technical upgrade of the installation to the new version, as and when required, shall be done by the bidder. SMS Gateway, Payment Gateway	Please specify who is going to provide the gateways, either department or bidder.	till the contract period is over the bidder has to take care after that ASDM will continue to take care of the SMS Gateway and payment Gateway.	
<b>Name of the Company/Firm: TCS</b>						
S.No.	RFP Clause No.	Page No.	Query / Suggestion/ Clarification	Query / Suggestion/ Clarification	Response	
1	13 Proposal Validity		13.2 In exceptional circumstances, prior to the expiration of the bid validity period, the tendering ASDM may request bidders to extend the period of validity of their bids. The EMD shall also be extended for a corresponding period.	Request to kindly allow Bidders to have option to extend the validity of the Bid without extending the validity of the EMD submitted along with the Bid	As per RFP	
2	13 Proposal Validity		13.3 If it is established that any Key Expert nominated in the Consulting Firm / Agency's Proposal was not available at the time of Proposal submission or was included in the Proposal without his / her confirmation; such Proposal shall be disqualified and rejected for further evaluation.	Kindly note Bidders shall submit indicative CVs of Key Experts at the time of proposal submission. However, the personnel shall be the employees of the Bidders organisation	ASDM is looking for a Quality Software within time line mentioned in the RFP.	
3	15.3 Substitution of Key Experts at Validity Extension		14 The Implementing Agency should provide a replacement within 30 days of such written request placed by ASDM otherwise penalty will be leviable as per Service level metrics.	Kindly clarify regarding the penalty applicability percentage with regarding to Key Experts mentioned in the above clause	Please refer APPENDIX III: Service Level Metrics, point 3 under note section.	
4	39 Liquidated Damages		19 Liquidated Damages	It is recommended to levy 0.5% of the project cost for every week of delay or part thereof, subject to maximum of not more than 5% of the project cost.	As per RFP.	
5	17 Earnest Money Deposit		14 17.5 Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract.	Request to kindly return the EMD of unsuccessful bidders immediately after finalization of the successful bidder	As per RFP.	
6	20.5 Criteria, sub-criteria, and point system for the evaluation of the Pre- Qualification and Full Technical Proposal:		32 The bidder should have similar experience in end to end IT implementation of at least one e-Governance Project during the last three years 2014-2015 & 2015-2016 and 2016/2017, with project value of the above component >=Rs. 1 Crores for any Central Govt./ State Govt./ NSIC/ State Skill Development Mission / Multilateral Funding Agency/ any other Government agency in India	"Similar experience" - Can we provide any IT e-governance project OR a similar project in IT & MIS System -Skill development Portal is needed here ?	As per RFP.	
7	20.6 Criteria, sub-criteria, and point system for the evaluation of the Pre- Qualification and Full Technical Proposal:		33 The bidder must possess a valid Capability Maturity Model (CMM Level 3) certificate valid as on bid calling date.	Request you to make CMM Level 3 to CMM Level 5	As Per RFP.	
8	21.b. Technical Evaluation Criterion		33 2 Bidder should have implemented/ managed web based Project with a number of Users / Registered students (Candidates) registered in a single IT & MIS System/ Skill development Portal in India <ul style="list-style-type: none"> <li>• &gt;=10 Lakhs : 10 marks</li> <li>• &gt;=5 Lakhs and &lt;5 Lakh: 10 marks</li> <li>• &lt;5 Lakhs : 0 marks</li> </ul>	Kindly modify the clause to "Bidder should have managed Project with number of Users / Registered students (Candidates) registered in a single IT & MIS System/ Skill development Portal in India <ul style="list-style-type: none"> <li>• &gt;=5 thousand : 10 marks</li> <li>• &gt;=2 thousand and &lt;5 thousand: 5 marks</li> <li>• &lt;2 thousand: 0 marks"</li> </ul>	As per RFP	
9	21.b. Technical Evaluation Criterion		33 3 Experience of undertaking Program Management of large IT projects preferably in Skill Development with total project value > 10 Crore 5 Marks for each project	Kindly relax this criteria	As per RFP	
10	39.8		19 Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.	It is recommended to include the clause and liability of TCS should not exceed 10% of contract value under this clause.	As per RFP	
11	APPENDIX III: Service Level Metrics		66 1. Delays in submission of deliverable: Delay in delivery of any deliverable as mentioned in Section 7, shall incur penalty of 5% of the payment linked to the deliverable for every week of delay. If the value of penalty accumulated at any time in the Contract, is more than 20% of the total Contract value, then ASDM shall reserve the right to terminate the contract	In this clause we are talking about imposing penalty of 5% per month, however in given RFP condition ASDM withheld amount against the deliverable and release payment once delivery target is met...Please clarify, whether ASDM retaining money or imposing penalty.	As per RFP.	
12	52.3		24 Termination for Convenience	It is recommended to remove this clause.	As per RFP.	
13	52.5.2		25 Suspension-The ASDM may, by written notice of suspension to the Technical Consultant, without any obligation (financial or otherwise) suspend all the payments to the Consulting Firm / Agency hereunder if the Consulting Firm / Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement	It is recommended to remove this clause and payment should be made on prorata basis.	As per RFP.	
14				Request a confirmation from ASDM, that all Infrastructure (HW OR SW) will be provided and maintained by ASDM only, bidder is only liable for supply of manpower.	As per RFP.	
15	General	General	General	It is recommended to pay the invoices raised by TCS within 30 days of receipt of invoices, failing which interest @ 2% per month shall be charged.	ASDM will not entertain.	
16	General	General	General	There is no clause for Exit Management in the RFP.	Please refer 52 Termination Clauses	
17	6.3 Scope of Work		50 1. Portal Application design, development and implementation	It is recommended to include this clause.		
18			50 6.4 Financial & Asset Management System – Generation of integrated reports involving both physical & financial targets & achievements, budget monitoring on real time basis, Integration with 3rd party systems like Banks payment system, Mail gateways, SMS gateways, complete accounting for various transactions (receipts, payments, consumable & non consumable assets etc.) of the Mission, penalty and performance tracking as stipulated in the RFP	Is it in open source community edition or enterprise edition? Who will provide the payment gateway and SMS gateway?	ASDM does not impose any restriction in this regard. IA throughout the contract period.	
19			50 6.10 Integration with employment exchange databases and leading job portals	Who will bear the cost of third party services for integration with leading job portals?	IA	

20	Portal Application design, development and implementation	51	9.Language: The system should have English language interface. It should allow English data entry in selected forms.	Is this portal will be multilingual?What about the language of other forms?	Only English
21	6.4. Modules and Functionalities	54	11.5 Analytics-->Fraud Detection	what would be the process of detection?	NO
22				Request to kindly include the following standard terms for Contract :	
23				Validity of Proposal	
24				This proposal will remain valid for acceptance for a period of ...weeks from the proposal date.	As per RFP
25				Language for Communication	
26				The official language for communication on this assignment will be English. Further, all deliverable documents will be in the English language.	As per RFP
27				Letter of Acceptance	
28				As the first step for the assignment, the BUYER will issue Bidder a Letter of Acceptance. This letter will refer to proposal and confirm its acceptance. Initial payment, by cheque or draft drawn on a branch at the location of Bidder's branch submitting the proposal, must accompany the Letter of Acceptance.	As per RFP
29				Lead Time	
30				Bidder will commence work within .... weeks of receiving the requisite advance payment.	As per RFP
31				Execution Infrastructure	
32				The BUYER will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include:	As per RFP
33				Office space:	
34				Hardware and software:	
35				Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs;	As per RFP
36				Office stationery and consumable;	As per RFP
37				Secretarial assistance, if necessary at site;	As per RFP
38				Telephonic, e-mail and fax facilities at site;	As per RFP
39				Photocopying assistance;	As per RFP
40				Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided).	As per RFP
41				The above-mentioned infrastructure will be required for work to be carried out at the site of BUYER during regular working hours. BUYER shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.	As per RFP
42					As per RFP
43					As per RFP
44				Co-ordination	As per RFP
45				BUYER will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. BUYER will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various BUYER Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from BUYER to take decisions and give timely approvals as per the need of the project.	As per RFP
46				Assistance	
47				The BUYER will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the BUYER, before the service is undertaken by Bidder.	As per RFP
48				Necessary and sufficient time will have to be spent by Users in BUYER with Bidder personnel during this stage of the assignment.	As per RFP
49				Methodology, Tools and Techniques	
50				Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the BUYER will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.	As per RFP
51				Deliverables	
52				The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.	As per RFP
53				Acceptance of Deliverables	
54				BUYER will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal.	As per RFP
55				The application software (if any) will be delivered/installed for acceptance to BUYER as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUYER. BUYER will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by BUYER. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by BUYER, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. BUYER will confirm acceptance in writing to Bidder. The BUYER shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by BUYER if the BUYER (a) fails to provide the list of non conformities	As per RFP
56				Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BUYER. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.	As per RFP
57				Change Management Procedure	
58					
59					
60					
61					
62					
63					
64					
65					

66				A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the BUYER to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the BUYER for its approval within a reasonable time period. Bidder will incorporate the change after receiving the BUYER's written approval. In case of delay in approval by the BUYER, the baseline itself may undergo a change; this will mean a reassessment of the charges.	As per RFP
67				Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the BUYER. These will be evaluated jointly by the BUYER and Bidder and will be provided by the BUYER at no cost to Bidder.	As per RFP
68					
69				Payment of Invoices/Bills	
70				All invoices and bills for the Application Software will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation. All payments are to be made by demand draft/cheque favouring TATA CONSULTANCY SERVICES LIMITED. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by BUYER and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.	As per RFP
71				All fees payable to Bidder are exclusive of any sales, use, value added tax, service taxes or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, BUYER shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the BUYER. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.	As per RFP
72					
73				Reimbursement of Tax/Levy	
74				Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.	As per RFP
75					
76				Intellectual property rights:	
77				All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and the BUYER shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of the BUYER the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder.	As per RFP
78				Similarly all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and BUYER shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.	As per RFP
79					
80				Warranty	
81				Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications of the Application Software. This warranty shall remain valid for three (3) months after the acceptance of the software by the BUYER or three (3) months after the delivery of the software, whichever is earlier.	As per RFP
82				BUYER shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software.	As per RFP
83				The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the BUYER. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the BUYER without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by BUYER in connection with the preparation of the deliverable.	As per RFP
84					
85				In case of breach of this warranty, BUYER's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the BUYER if already paid by the BUYER.	As per RFP
86				EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO BUYER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.	As per RFP
87				Additional Support and Services	
88				In case the BUYER requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.	As per RFP
89					
90				Travel and Related Expenses	
91				Should the assignment require any travel by any Bidder expert outside their respective base location(s), the BUYER will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.	As per RFP
92					
93				Cost Escalation	

94				Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the BUYER, non-availability of facilities at the BUYER, increase in the scope of the agreed Change-Requirements or increase in the BUYER's implementation support requirements etc., Bidder will bring this to the attention of the BUYER. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.	As per RFP
95					
96				Confidentiality	
97				Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulas, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and	As per RFP
98				a. is obtained from another source without restriction.	As per RFP
99				b. is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality.	As per RFP
100				c. becomes generally known to the public without violation of this Proposal;	As per RFP
101				d. is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information;	As per RFP
102				e. is required to be provided under any law, or process of law duly executed.	As per RFP
103					
104				Non-employment	
105				The BUYER will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising here from.	As per RFP
106					
107				Liability	
108				Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the BUYER or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER. Such failures or delays shall be brought to the notice of the BUYER and subject to mutual agreement with the BUYER, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the BUYER for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.	As per RFP
109				Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.	As per RFP
110				The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount paid to Bidder by the BUYER in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.	As per RFP
111					
112				General Indemnity	
113				The BUYER will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the BUYER by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.	As per RFP
114					
115					
116				Indemnity for infringement of intellectual property rights	
117				The BUYER warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.	As per RFP
118					
119				Force Majeure	
120				Except to the extent otherwise provided herein, no liability shall result to other Party from delay in performance of from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labour trouble but each of the hereto shall be diligent in attempting to remove such cause or causes. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party. However Bidder shall be entitled to receive payments for all services rendered by it under this Assignment.	As per RFP
121					
122				Arbitration	
123				In the event of a dispute or difference of any nature whatsoever between Bidder and the BUYER during the course of the assignment arising as a result of this proposal, the same will be referred for arbitration to a Board of Arbitration. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bidder and the BUYER will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out in Delhi.	As per RFP
124					
125				Governing law:	

126				This proposal shall be governed by and construed in accordance with Laws of India and the parties submit to the exclusive jurisdiction of the courts in Delhi.	As per RFP
127					
128				Termination	
129				The Agreement resulting from this proposal may be terminated:	As per RFP
130				(a) by either party by giving the other party not less than ninety (90) days written notice of termination;	As per RFP
131				(b) forthwith if either party commits any material breach of any term of this contract and which in the case of a breach capable of being remedied shall not have been remedied within thirty (30) working days of written notice to remedy the same;	As per RFP
132				(c) forthwith by either party if the other party shall convene a meeting of its creditors or if a proposal is made for a declaration as insolvent or a proposal for any other composition scheme or arrangement (or assignment for the benefit of its creditors), or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business assets of the other party or if an order is made or a resolution is passed for the purpose of the winding-up of the other party or for the making of an administration order (otherwise than for the purpose of amalgamation or reconstruction);	As per RFP
133				(d) by either party pursuant to Force Majeure.	As per RFP
134					
135				Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.	As per RFP
136				In the event of this assignment being terminated, the BUYER shall be liable to make payments of all the amount due under this assignment for which services have been rendered by Bidder's Consultant's. Forthwith on the expiry or earlier termination of this agreement, each party shall, return to the other party all documents and materials, belonging to the other party with regard to this assignment, or shall at the option of the disclosing party destroy all documents or materials in connection with this assignment.	As per RFP
137					
138				Notices	
139				All notices, requests, demands and other communications under this proposal or in connection herewith shall be given to or made upon the respective parties as follows –	As per RFP
140				Bidder: Tata Consultancy Services Limited,	As per RFP
141				TCS House, Raveline Street,	As per RFP
142				Fort, Mumbai 400 001.	As per RFP
143				With a copy to: Deputy General Counsel	As per RFP
144				Tata Consultancy Services Limited,	As per RFP
145				TCS House, Raveline Street,	As per RFP
146				Fort, Mumbai 400 001.	As per RFP
147					As per RFP
148				BUYER: (pl. fill up the Address).	As per RFP
149				or to such other person or addresses as any of the Parties shall have notified to the others.	As per RFP
150					
151				All notices, requests, demands and other communications given or made in accordance with the provisions of this proposal shall be in writing by letter, fax, email or telegram.	As per RFP
152					
153				Waiver	
154				No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.	As per RFP
155					
156				Assignment	
157				Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party	As per RFP
158					
159				Nonexclusively	
160				Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.	As per RFP
161					
162				Independent Relationship	
163				This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.	As per RFP
164					
165				Modification	
166				This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.	As per RFP
167					
168				Publicity	
169				Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.	As per RFP
170					
171				Entire Understanding	
172				This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.	As per RFP
173					
174				Tata Code of Conduct:	
175				The business activities of the Bidder are self-regulated by the "Tata Code of Conduct". The BUYER undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received.	As per RFP
176					
177				Survival	
178				The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.	As per RFP
Name of the Company/Firm: KPMG					
5.No.	RFP Clause No.	Page No.	Query / Suggestion/ Clarification	Query / Suggestion/ Clarification	Response

1	Section 16 Subcontracting	16.1	16.1 Sub-Contracting of Key Experts is not allowed and all the resources should be on the payroll of the Implementing Firm / Agency 16.2 Implementing Agency to provide a Self-Certificate from its Head – HR or Authorized Signatory that the resources deployed on the Project is on the Payroll of the Implementing Agency, at the start of the project. This Certificate needs to be provided annually.	Please confirm that key resources (Key experts as defined in RFP) will be on payroll, but non key resources (junior developers, support staff) can be sub contracted.  In that case, request you to change the self-certificate from HR or authorized signatory to mention that the key resources deployed on the Project is on the Payroll of the Implementing Agency, at the start of the project. This Certificate needs to be provided annually.	ASDM's prime concern is a quality software.
2	Technical Evaluation Criteria, criteria #2	33	Bidder should have implemented/ managed web based Project with a number of Users / Registered students (Candidates) registered in a single IT & MIS System/ Skill development Portal in India	Please clarify that this criteria can be made for any IT projects and not limited to Skill development IT project. So registered users criteria can be any type of users and not only students.	As per RFP
3	General		Since this project is not just an IT implementation project, but specific to address a critical area in Assam for skill development, requesting to have a criteria in Technical Evaluation where Bidder has managed/implemented skill sector specific projects in multiple states	Per state where SI has some skill related projects assign 1 marks to a maximum of 5 marks	As per RFP
4	Bid submission		Requesting if the last date of bid submission can be extended from 6 <sup>th</sup> March 2018 to 20 <sup>th</sup> March 2018 as there will office	Requesting two weeks extension	As per RFP
<b>Name of the Company/Firm: ESOS</b>					
S.No.	RFP Clause No.	Page No.	Query / Suggestion/ Clarification	Query / Suggestion/ Clarification	Response
1			The Bidder should have average minimum annual turnover of INR 50 Crores in the preceding three financial years (i.e. FY 2014-2015 & 2015-2016 and 2016-2017)	The Bidder should have average minimum annual turnover of INR 30 Crores in the preceding three financial years (i.e. FY 2014-2015 & 2015-2016 and 2016-2017)	As per RFP
2			The bidder should have similar experience in end to end IT implementation of at-least one e-Governance Project during the last three years 2014-2015 & 2015-2016 and 2016-2017, with project value of the above component >=Rs. 1 Crores for any Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding Agency/ any other Government agency in	The bidder should have similar experience in end to end IT implementation of at-least one Software Development Project during the last three years 2014-2015 & 2015-2016 and 2016-2017, with project value of the above component >=Rs. 1 Crores for any PSU/Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding Agency/ any other Government agency in	As per RFP
<b>Name of the Company/Firm: ESOS</b>					
S.No.	RFP Clause No.	Page No.	Query / Suggestion/ Clarification	Query / Suggestion/ Clarification	Response
1	Clause 13, Page 30		No kind of Consortium/Joint Venture is allowed	Since the project requires very wide and varied amount of experience and domain expertise, please allow joint ventures and consortium?	As per RFP
2	Clause 25, point 5, Page 32		The bidder should've similar experience in end-to-end IT implementation of at least one e-governance project in the last three years 2014-15, 2015-16 and 2016-17, with project value of the above component >=1 Crores for any Central/Govt./State Govt./NSDC/State Skill Development Mission/Multilateral funding agency/any other government agency in India	Large scale IT companies usually have extensive experience in implementing digital and IT solutions across industries globally with worth of multi-million USD and have extensive experience in private sector. The above mentioned clause is very restrictive and therefore should be removed or at best should be changed to experience in developing web portal worth Rs. 1 Crore for reputed private/government/public organizations.	As per RFP
3	Clause 20, Point 7, Page 33		The bidder should have experience in the area of conceptualization, designing, developing, implementing and rolling out a state level IT enables web based solutions the last 3 years 2014-15, 2015-16 and 2016-17.	We suggest that it should also be changed into 'should have experience in developing at least 3 web portals of not less than Rs. 1 Crore in last three financial years for reputed private/public/government organizations'	As per RFP
4	Clause 14, Page 31		Resources Required from Implementing Agency-Support Resource	As far as inclusion of Non-Key expert is concerned, we suggest that suitable local candidates (with relevant experience) from within the state should be preferred as the project would also require synchronization/customization as per the state-based requirements.	ASDM's prime concern is a quality software.
5	Clause 21, Point: b.2 Page 33		Bidders should have implemented /managed webs based projects with a number of users/registered students in a single IT & MIS system /Skill development program in India. (Marking based on users: 10 if >=10 lakhs, 10 if >=5 lakhs and <=5lakhs, 0 if <5 lakhs)	This clause is very restrictive and only one or two organizations in the country may fulfill this clause. Please change it to "should have done web based projects with 'X' number of visits/month". Then the scoring can be defined based on visits/month (for example: 1 million visits)	As per RFP
6	Clause 21, Point: b.3 Page 33		Experience of undertaking Program Management of large IT projects preferably in Skill Development with total project value >10 Crore	This is a very limiting condition. Please consider large IT projects in all sectors with total project value >10 Crore	As per RFP
7	-		-	There are no specifications mentioned about commercial off-the-shelf applications that can be used for this project with integration and customization based on specific requirements of the project. We suggest bidders are allowed to use such applications so that already existing superior technology can be used rather than developing the applications from the scratch. This will save time, reduce bottlenecks and improve turn-around time.	We are open to new technology however the license of off-the- shelf products needs to be purchased.ASDM will bear any extra cost for these licenses.
<b>Name of the Company/Firm: PWC</b>					
S.No.	RFP Clause No.	Page No.	Query / Suggestion/ Clarification	Query / Suggestion/ Clarification	Response
1	20. a. Pre-Qualification - 6		33 6. The bidder must possess a valid Capability Maturity Model (CMM Level 3) certificate valid as on bid calling date.	As this is a 80:20 QCBS bid, clearly there is focus on quality by ASDM. We request to modify these clause and consider organizations having valid CMMI Level 5 certificate. This would ensure the highest quality of deliverables and a successful project outcome.	As Per RFP
2	21. b. Technical Evaluation Criterion - 3		33 Experience of undertaking Program Management of large IT projects preferably in Skill Development with total project value > 10 Crore	Please clarify if 10 Cr project value is required for Program Management of large IT projects only in Skill Development or other projects in area of Capacity Building, Training, etc. will suffice. If, the large IT project is only in Skill Development then we request to remove the restricting criteria of Skill Development and change it to Similar domains.	As Per RFP

3	Suggested Minimum Deliverables and Payment Terms		59	Suggested Minimum Deliverables and Payment Terms	In the current format the payment milestones are heavily back-loaded. We request to modify the payment milestones such that 6. Soft launch of ASDM IT & MIS portal : 24% 8. Go-live of ASDM IT & MIS portal : 15% 9. Operation & Maintenance Support after Go-Live : 27% (Quarterly for the period of 27 months after Go-Live)	As Per RFP
4	III. Integrating the Skill Development effort in the State with the National Skills Qualification Framework.		47	III. Integrating the Skill Development effort in the State with the National Skills Qualification Framework.	Please confirm that all the services required for integrating with National Skills Qualification Framework will be provided by ASDM. Bidder will only be responsible for integrating the services with ASDM Portal & MIS system. Procurement & support for those services shall be the responsibility of ASDM.	As per RFP
5	Scope of Work Section 6.3		53	LearningManagement System- Online and Offline content availability	Please elaborate on "Offline content availability" requirement	Without the internet the LMS should be able to work.
6	Scope of Work Section 6.3		55	Financial & AssetManagement System- Integration with 3rd party systems like Banks payment system, Mail gateways, SMS gateways	Please confirm that all the services required for integrating with 3rd party systems like Banks payment system, Mail gateways, SMS gateways will be provided by ASDM. Bidder will only be responsible for integrating the services with ASDM Portal & MIS system. Procurement & support for those services shall be the responsibility of ASDM.	As per RFP
7	Scope of Work Section 6.3		50	Analytics driven platform	Please elaborate on "Analytics driven platform" requirement (Request to share specific business & functional requirement on that)	As per RFP
8	Scope of Work Section 6.3		50	Dashboards and MIS reports: MIS reports should help a small team of ASDM officers to work effectively, provide required summary information. Broader reach: ASDM will oversee implementation in 33 districts. A central portal must provide required interfaces to stake holders to avoid delays due to manual processes.	Please provide indicative numbers of MIS reports along with their complexity for ASDM Portal & MIS system.	The system should have the facility for customize reporting.
9	Scope of Work Section 6.3		51	Monitoring and Evaluation: Modern technologies that allow video capture of student participation and monitoring of the work should be a key feature of the portal so that there is no proxy / proxy attendance etc.	Please elaborate the actual functionalities you would like to bring in as part of ASDM Portal & MIS system by integrating captured videos for effective tracking & monitoring of student participation.	Should be able to get the live view at any moment from the training centers.
10	Scope of Work Section 6.3		51	Scalable and Secure architecture: An IT portal should be secure and should be able to grow with increased demand without rewriting entire application from scratch.	We assume, ASDM will provide required hardware, system software & related services, SSL certificate & other required infra for implementing the desired security mechanism on proposed Portal & MIS System. Kindly confirm.	As per RFP
11	Scope of Work Section 6.3		51	Application maintenance and postimplementation support: A support is required for bug fixes, handle CRs, and active entities (other than candidates) support.	1. Please elaborate on "Active Entities" point. 2. We assume, in support phase bidder will only be responsible for bug fixes and application support based on signed baseline documents (SRS, FRS). Change Request (CR) will be treated separately at agreed upon time & cost. Kindly confirm.	As per RFP. CR will not be treated separately till the 36 months.
12	Scope of Work Section 6.3		53	LearningManagement System module: "Easy way for instructors to take attendance, ideally using a mobile device such as a phone or tablet"	Please elaborate the scope of mobile app. Is it only attendance purpose or additional functionality should be part of it?	Mobile app have multiple functionalities. Will be explained later in details after selection of the bidder.
Name of the Company/Firm: LyRay						
S.No.	RFP Clause No.	Page No.	Query / Suggestion/ Clarification	Query / Suggestion/ Clarification	Response	
1				What is number of expected concurrent users ?	50000	
2				Would you want the Digital platform for application development be enterprise grade and supported by OEM?	No	