

Pre-bid query reply against RFP No.ASDM-51/2017/169, dtd 17/10/2017

Sl. No.	Organization	RFP Clause	Page no.	Detail of Clause	Clarification Sought	Response from ASDM
1	TCS	12 Proposal Validity	12	12.2 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	RFP conditions remain unchanged
2	TCS	12 Proposal Validity	12	12.3 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	Please refer corrigendum 2
3	TCS	12 Proposal Validity	12	12.5 The Key Experts have to be full-time on this project and at the location mentioned as per the RFP. This clause is non-negotiable and penalties to the extent of 50% of the fee for the Key Expert as mentioned in FIN 2 (per man-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 60 days of such change request. After one year of the contract, Consulting Firm / Agency has to ensure that 60% of the proposed team of Experts remain unchanged.	Request to kindly amend the penalty cap to 10% of the fee for the Key Expert and after one year of the contract, Consulting Firm / Agency has to ensure that 40% of the proposed team of Experts remain unchanged.	Please refer corrigendum 2
4	TCS	14 Substitution of Key Experts at Validity Extension	13	The Consulting Firm / Agency should provide a Key Expert replacement within 30 days of such written request placed by ASDM otherwise a penalty of 5% of quoted man-month rate per day of delay will be levied.	Kindly clarify regarding the penalty applicability percentage with regarding to Key Experts mentioned in the above clause	Please refer corrigendum 2
5	TCS			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	RFP conditions remain unchanged
6	TCS	16 Earnest Money Deposit	14	16.5 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	RFP conditions remain unchanged
7	TCS	19Criteria, sub-criteria, and point system for the evaluation of the Pre-Qualification and Full Technical Proposals:	31	The bidder should have similar experience in end to end IT implementation of at-least one e-Governance Project during the last three years with project value >=10 Crores for any Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding 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 ?	Any IT e-governance project for any Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding Agency in India can also be submitted for qualifying.
8	TCS	19Criteria, sub-criteria, and point system for the evaluation of the Pre-Qualification and Full Technical Proposals:	31	The bidder should have experience in the area of conceptualizing, designing, developing, implementing and rolling out a State level IT enabled web based solution with volume of Users / Registered students (Candidates) (in case of Skill Development Projects) > 10 Lakh	Kindly reduce the number of users to 10,000	RFP conditions remain unchanged
9	TCS	20.b. Technical Evaluation Criterion	32	2.Bidder should have managed Project with number of Users / Registered students (Candidates) registered in a single IT & MIS System/ Skill development Portal in India • >=20 Lakhs : 10 marks • >=10 Lakhs and <20 Lakh: 5 marks • <10 Lakhs : 0 marks	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 • >=5 thousand : 10 marks • >=2 thousand and <5 thousand: 5 marks • <2 thousand : 0 marks"	Please refer corrigendum 2

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10	TCS	20.b. Technical Evaluation Criterion	32	3.The bidder should have experience of working with a State Skill Development Mission / NSDC in India across the skill development value chain including private training partner engagement, scheme integration, candidate mobilization, training conduct and delivery, IT & MIS system development	Kindly relax this criteria	Please refer corrigendum 2
11	TCS	20.b. Technical Evaluation Criterion	33	4.Experience of undertaking Program Management of large IT projects preferably in Skill Development with total project value > 30 Crore 5 Marks for each project	Kindly relax this criteria	Please refer corrigendum 2
12	TCS	8.8	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.	RFP conditions remain unchanged
13	TCS	13.1	20	Penalty Clause-However, if the Consulting Firm / Agency meets the required quarterly deliverable target, in the coming months, the withheld payment against the deliverable shall be made, subject to maximum rollover till the end of that fiscal year.	In this clause we are talking about imposing penalty of 1.5% per month to 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.	RFP conditions remain unchanged
14	TCS	14	21	Consulting Firm / Agency will follow a quarterly invoicing process. All the deliverables for the quarter will be submitted as per the timelines as per the Deliverables mentioned in Section 6 or mutually agreed upon during the project inception stage.	It is recommended that Invoicing (Pre Go Live & for Go Live) will be done once given payment milestone is met.	RFP conditions remain unchanged
15	TCS	21.3	24	Termination for Convenience	It is recommended to remove this clause.	RFP conditions remain unchanged
16	TCS	21.5.2	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.	RFP conditions remain unchanged
17	TCS				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.	Refer clause no 57.2, RFP conditions remain unchanged, Liasoning and integration etc all support to be provided by bidder and cost on actual basis for cloud hosting and third party services will be borne by ASDM.
18	TCS	10.3	95	Payment Milestones	It is recommended to change the payment terms as mentioned below: - 100% payment for Implementation Services till Go-live - 100% payment of training cost upon completion of training - 100% payment for Data Migration upon completion of migration - Payment for Services O&M as equated monthly instalment in Arrears.	RFP conditions remain unchanged
19	TCS				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.	RFP conditions remain unchanged
20	TCS				There is no clause for Exit Management in the RFP. It is recommended to include this clause.	Please refer Page No.55 (Handholding Support)

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21	TCS	Scope of Work	48	Portal Application design, development and implementation	Is it in open source community edition or enterprise edition?	It can be either community or enterprise edition but cost has to be borne by the bidder.
22	TCS		48	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	Who will provide the payment gateway and SMS gateway?	Liasoning and integration etc all support to be provided by bidder and cost on actual basis will be borne by ASDM.
23	TCS		48	Integration with employment exchange databases and leading job portals	Who will bear the cost of third party services for integration with leading job portals?	Cost with regards to Third party services integration shall be borne by ASDM on actuals
24	TCS		49	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?	Scope for multilingual can be included if needed in future. As of now English is the only language.
25	TCS	Analytics	54	Fraud Detection	what would be the process of detection?	Will be shared with selected consulting firm/Agency
26	TCS				Request to kindly include the following standard terms for Contract :	
27	TCS				Validity of Proposal	RFP conditions remain unchanged
28	TCS				This proposal will remain valid for acceptance for a period ofweeks from the proposal date.	RFP conditions remain unchanged
29	TCS				Language for Communication	RFP conditions remain unchanged
30	TCS				The official language for communication on this assignment will be English. Further, all deliverable documents will be in the English language.	RFP conditions remain unchanged
31	TCS				Letter of Acceptance	RFP conditions remain unchanged
32	TCS				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.	RFP conditions remain unchanged
33	TCS				Lead Time	RFP conditions remain unchanged
34	TCS				Bidder will commence work within weeks of receiving the requisite advance payment.	RFP conditions remain unchanged
35	TCS				Execution Infrastructure	RFP conditions remain unchanged
36	TCS				The BUYER will provide necessary and adequate infrastructure to enable Bidder to fulfil 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:	RFP conditions remain unchanged
37	TCS				Office space;	RFP conditions remain unchanged
38	TCS				Hardware and software;	RFP conditions remain unchanged
39	TCS				Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs;	RFP conditions remain unchanged
40	TCS				Office stationery and consumable;	RFP conditions remain unchanged
41	TCS				Secretarial assistance, if necessary at site;	RFP conditions remain unchanged
42	TCS				Telephone, e-mail and fax facilities at site;	RFP conditions remain unchanged
43	TCS				Photocopying assistance;	RFP conditions remain unchanged

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44	TCS				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).	RFP conditions remain unchanged
45	TCS				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.	RFP conditions remain unchanged
46	TCS				Co-ordination	RFP conditions remain unchanged
47	TCS				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.	RFP conditions remain unchanged
48	TCS				Assistance	RFP conditions remain unchanged
49	TCS				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.	RFP conditions remain unchanged
50	TCS				Necessary and sufficient time will have to be spent by Users in BUYER with Bidder personnel during this stage of the assignment.	RFP conditions remain unchanged
51	TCS				Methodology, Tools and Techniques	RFP conditions remain unchanged
52	TCS				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.	RFP conditions remain unchanged
53	TCS				Deliverables	RFP conditions remain unchanged
54	TCS				The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.	RFP conditions remain unchanged
55	TCS				Acceptance of Deliverables	RFP conditions remain unchanged
56	TCS				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.	RFP conditions remain unchanged

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57	TCS				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	RFP conditions remain unchanged
58	TCS				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.	RFP conditions remain unchanged
59	TCS				Change Management Procedure	RFP conditions remain unchanged
60	TCS				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.	RFP conditions remain unchanged
61	TCS				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.	RFP conditions remain unchanged
62	TCS				Payment of Invoices/Bills	RFP conditions remain unchanged

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63	TCS				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.	RFP conditions remain unchanged
64	TCS				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.	RFP conditions remain unchanged
65	TCS				Reimbursement of Tax/Levy	RFP conditions remain unchanged
66	TCS				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.	RFP conditions remain unchanged
67	TCS				Intellectual property rights:	RFP conditions remain unchanged
68	TCS				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.	RFP conditions remain unchanged
69	TCS				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.	RFP conditions remain unchanged
70	TCS				Warranty	RFP conditions remain unchanged

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71	TCS				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.	RFP conditions remain unchanged
72	TCS				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.	RFP conditions remain unchanged
73	TCS				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.	RFP conditions remain unchanged
74	TCS				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.	RFP conditions remain unchanged
75	TCS				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.	RFP conditions remain unchanged
76	TCS				Additional Support and Services	RFP conditions remain unchanged
77	TCS				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.	RFP conditions remain unchanged
78	TCS				Travel and Related Expenses	RFP conditions remain unchanged
79	TCS				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.	RFP conditions remain unchanged
80	TCS					
81	TCS				Cost Escalation	RFP conditions remain unchanged

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82	TCS				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.	RFP conditions remain unchanged
83	TCS					
84	TCS					
85	TCS				Confidentiality 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, formulae, 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,	RFP conditions remain unchanged
86	TCS				a. Is obtained from another source without restriction.	RFP conditions remain unchanged
87	TCS				b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;	RFP conditions remain unchanged
88	TCS				c. becomes generally known to the public without violation of this Proposal;	RFP conditions remain unchanged
89	TCS				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;	RFP conditions remain unchanged
90	TCS				e. is required to be provided under any law, or process of law duly executed.	RFP conditions remain unchanged
92	TCS				Non-employment	RFP conditions remain unchanged
93	TCS				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.	RFP conditions remain unchanged
95	TCS				Liability	RFP conditions remain unchanged

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96	TCS				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	RFP conditions remain unchanged
97	TCS				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.	RFP conditions remain unchanged
98	TCS				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) wilful misconduct or (b) indemnification against third party claims for infringement.	RFP conditions remain unchanged
100	TCS				General Indemnity	RFP conditions remain unchanged
101	TCS				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.	RFP conditions remain unchanged
104	TCS				Indemnity for infringement of intellectual property rights	RFP conditions remain unchanged
105	TCS				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.	RFP conditions remain unchanged
107	TCS				Force Majeure	RFP conditions remain unchanged

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108	TCS				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.	RFP conditions remain unchanged
110	TCS				Arbitration	RFP conditions remain unchanged
111	TCS				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.	RFP conditions remain unchanged
113	TCS				Governing law:	RFP conditions remain unchanged
114	TCS				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.	RFP conditions remain unchanged
116	TCS				Termination	RFP conditions remain unchanged
117	TCS				The Agreement resulting from this proposal may be terminated:	RFP conditions remain unchanged
118	TCS				(a) by either party by giving the other party not less than ninety (90) days written notice of termination;	RFP conditions remain unchanged
119	TCS				(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;	RFP conditions remain unchanged
120	TCS				(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);	RFP conditions remain unchanged
121	TCS				(d) by either party pursuant to Force Majeure.	RFP conditions remain unchanged

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122	TCS				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.	RFP conditions remain unchanged
123	TCS				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.	RFP conditions remain unchanged
124	TCS				Notices	RFP conditions remain unchanged
125	TCS				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 –	RFP conditions remain unchanged
126	TCS				or to such other person or addresses as any of the Parties shall have notified to the others.	RFP conditions remain unchanged
128	TCS				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.	RFP conditions remain unchanged
129	TCS				Waiver	RFP conditions remain unchanged
130	TCS				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.	RFP conditions remain unchanged
131	TCS				Assignment	RFP conditions remain unchanged
132	TCS				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 Nonexclusively	RFP conditions remain unchanged
133	TCS				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.	RFP conditions remain unchanged
134	TCS				Independent Relationship	RFP conditions remain unchanged
135	TCS				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.	RFP conditions remain unchanged
136	TCS				Modification	RFP conditions remain unchanged
137	TCS				This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.	RFP conditions remain unchanged
138	TCS				Publicity	RFP conditions remain unchanged

Sl. No.	Organization	RFP Clause	Page no.	Detail of Clause	Clarification Sought	Response from ASDM
139	TCS				Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.	RFP conditions remain unchanged
141	TCS				Entire Understanding	RFP conditions remain unchanged
142	TCS				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 supersedes 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.	RFP conditions remain unchanged
144	TCS				Tata Code of Conduct:	RFP conditions remain unchanged
145	TCS				The business activities of the Bidder are self-regulated by the "Tata Code of Conduct". The BUYER undertakes that it will endeavour to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counsellor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received.	RFP conditions remain unchanged
146	TCS				Survival	RFP conditions remain unchanged
147	TCS				The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.	RFP conditions remain unchanged
148	PWC	19. a. Pre-Qualification - 6	31	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.	RFP conditions remain unchanged
149	PWC	19. a. Pre-Qualification - 7	31	The bidder should have experience in the area of conceptualizing, designing, developing, implementing and rolling out a State level IT enabled web based solution with volume of Users / Registered students (Candidates) (in case of Skill Development Projects) > 10 Lakh	Please clarify whether only Skill Development Project with user base over 10 Lakh be considered for evaluation under this criteria. Request, to remove the restricting skill development project clause, as this will hinder large scale participation. Also, the documentary evidence under this clause should check the client confirmation on the volume of registered users.	Any Central/State Level IT enabled web based solution will also be considered.
150	PWC	15. Sub-Contracting	13	15.1 Sub-Contracting of Key Experts is not allowed and all the resources should be on the payroll of the Consulting Firm / Agency	A project of this scale will large amount of support to the key resources. Therefore, Non-Key resources will have to be deployed in the Assam. We request to allow Sub-Contracting of these Non-Key resources.	Please refer corrigendum 2
151	PWC	19. b. Technical Evaluation Criterion - 4	32	Experience of undertaking Program Management of large IT projects preferably in Skill Development with total project value > 30 Crore	Please clarify if 30 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.	Please refer corrigendum 2 Any other project in capacity building training etc can also be submitted but projects in skill development will be preferred.
152	PWC	Section 7	58	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 50% of total payment is realized by the successful bidder on successfully achieving the "Soft launch of ASDM IT & MIS portal", and 23% is achieved on successful go live "Go-live of ASDM IT & MIS portal". The rest 27% should be paid out at 3% every quarter for the support period of 27 months.	RFP conditions remain unchanged

Sl. No.	Organization	RFP Clause	Page no.	Detail of Clause	Clarification Sought	Response from ASDM
153	PWC	Scope of Work Section 6	48	Learning Management System – Online and Offline content availability	Please elaborate on "Offline content availability" requirement	Users can access their content offline.
154	PWC	Scope of Work Section 6	48	Financial & Asset Management 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.	Liasoning and integration etc all support to be provided by bidder and cost on actual basis will be borne by ASDM.
155	PWC	Scope of Work Section 6	48	Analytics driven platform	Please elaborate on "Analytics driven platform" requirement (Request to share specific business & functional requirement on that)	This refers to the requirement of Analytical reports which are required for various departmental processes for effective decision making.
156	PWC	Scope of Work Section 6	49	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	Please provide indicative numbers of MIS reports along with their complexity for ASDM Portal & MIS system.	Will be shared with selected consulting firm/Agency. The portal should have the option of dynamic reports.
157	PWC	Scope of Work Section 6	49	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	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.	Will be shared with selected consulting firm/Agency
158	PWC	Scope of Work Section 6	49	Scalable and Secure architecture: An IT portal should be secure and should be able to grow with increased demand without re-writing entire application from	We assume, ASDM will provide SSL certificate & other required infra for implementing the desired security mechanism on proposed Portal & MIS System. Kindly confirm.	Refer clause no 57.1, RFP conditions remain unchanged
159	PWC	Scope of Work Section 6	49	Application maintenance and post implementation 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. CR will be treated separately at agreed upon time & cost. Kindly confirm	Any CR will be treated based on the agreed timeline & cost in consent with department.
160	PWC	Scope of Work Section 6	52	Learning Management 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?	Will be shared with selected consulting firm/Agency
161	PWC	Section 7: Suggested Minimum Deliverables and Payment Terms	58	Portal & MIS System for ASDM - Number of modules: 15 1. Web Portal 2. Learner Tracking System 3. Trainer Tracking System 4. Financial Management System 5. Human Resource Management System (HR Payroll) 6. Personnel Administration (Master data of employee) 7. Organization Management 8. Training Centre Tracking System 9. Document & Workflow Management System 10. MIS Dashboard 11. Learning Management System 12. External Employer Tracking System /	Considering the project scope, this timeline seems quite stringent. Requesting a review of the same and amend it with extension of development timeline at least by another 3 months.	RFP conditions remain unchanged

Sl. No.	Organization	RFP Clause	Page no.	Detail of Clause	Clarification Sought	Response from ASDM
162	PWC	Scope of Work Section 6	55	Placement Testing: It would be bidder's responsibility to ensure that all issues raised during User Acceptance Testing (UAT) are closed and signed-off from respective authority.	Request you to amend the clause as, It would be joint responsibility of bidder & PMU/ASDM team to ensure that all issues raised during User Acceptance Testing (UAT) based on signed baseline documents (SRS, FRS) are closed and signed-off from respective authority.	RFP conditions remain unchanged
163	PWC	Scope of Work Section 6	55	Handholding Support: Bidder shall also provide hand-holding support to ASDM's personnel for a period of three months from the date of Go-Live of respective application. These personnel must be clearly identified exclusively for this role. Bidder shall provide at least 2 people for hand-holding support at ASDM.	1. Please indicate how many departmental officials from ASDM (approx.) will get involve in this handholding sessions. 2. It is assume that ASDM will be responsible to identify the departmental officials & ensure their availability for the planned hand-holding sessions. Any delay caused due to non-availability of the departmental officials will not be attributed to bidder. Please confirm.	1). Will be shared with selected consulting firm/Agency 2). Yes, understanding is correct
164	PWC	Scope of Work Section 6	56	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 Soft launch of ASDM IT & MIS portal	As per scope of work, procurement of system software & related services will be ASDM responsibility. But as per the given clause the ATS of system software is the part of bidder's responsibility. Please clarify. Please elaborate the term "Soft launch" & specify the deliverables for this milestone.	ATS for proposed ASDM application shall be in the scope of work of the bidder. Soft launch is T+6 months and support period shall be for 2.5 years
165	PWC			Generic	From the perspective of IT security management and benchmarked quality of developing custom IT application we request to consider ISO 27001:2013 and ISO 9001:2008 certification respectively for the participating bidders, as a pre-qualification criteria.	RFP conditions remain unchanged
166	PWC			Conflict of Interest	Request to include the clause on Conflict on Interest to promote greater transparency in the overall project implementation : 28.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. 28.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract. 28.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below: 28.a. Conflicting activities (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or nonconsulting services resulting from or directly related to the consulting services for such preparation or implementation.	No change

Sl. No.	Organization	RFP Clause	Page no.	Detail of Clause	Clarification Sought	Response from ASDM
167	PWC			Unfair Competitive Advantage	Request to include the clause on Unfair Competitive Advantage to promote greater transparency in the bid process management system : Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants	RFP conditions remain unchanged
168	EY	Section 20.3. Terms of Reference (TOR)	Page no. 15	For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by MISSION DIRECTOR of ASDM	For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications then asked for in RFP and accepted in writing by MISSION DIRECTOR of ASDM	Please refer corrigendum 2
169	EY	Section 2. Data Sheet & Instructions to Consulting Firm / Agency (ITC), Clause no. 20 (C) (2)	Page no. 32	Solution Architect Experience > 15 Years – 2 Marks BE/B.Tech/MCA - 2 Marks Experience in designing solution for State / National level web portal (Skill Development preferred) - 2 Marks	We request the department to amend the clause as follows: Experience > 15 Years – 2 Marks BE/B.Tech/MCA/Equivalent - 2 Marks Experience in designing solution for State / National level web portal (Skill Development preferred) - 2 Marks	Please refer corrigendum 2
170	EY	Section 2. Data Sheet & Instructions to Consulting Firm / Agency (ITC), Clause no. 20 (C) (3)	Page no. 32	Delivery and Integration Architect B. Tech / BE/ MCA - 2 Marks Minimum 5 years of experience – 2 Marks Experience of implementing enterprise level IT solution – 2 Marks	We request the department to amend the clause as follows: B. Tech / BE/ MCA /Equivalent- 2 Marks Minimum 5 years of experience – 2 Marks Experience of implementing enterprise level IT solution – 2 Marks	Please refer corrigendum 2
171	EY	Section 2. Data Sheet & Instructions to Consulting Firm / Agency (ITC), Clause no. 20 (C) (4)	Page no. 33	MIS Expert B. Tech / BE/ MCA - 1 Mark Minimum 5 years of experience – 1 Mark MIS Experience for large IT implementation Programs – 2 Marks	We request the department to amend the clause as follows: B. Tech / BE/ MCA /Equivalent- 1 Mark Minimum 5 years of experience – 1 Mark MIS Experience for large IT implementation Programs – 2 Marks	Please refer corrigendum 2
172	EY	Section 6, Terms of Reference (TOR)	Page no. 48	Scope of Work	We request department to share the details of no. of users for each module	Will be shared with selected consulting firm/Agency
173	EY	Section 6, Terms of Reference (TOR)	Page no. 48	Scope of Work - Identification of specifications for hardware and system software required for the portal		Refer clause no 57.2, RFP conditions remain unchanged, Liaoning and integration etc all support to be provided by bidder and cost on actual basis for cloud hosting only will be borne by ASDM. Any licence fees for system software will be borne by bidder.
174	EY	Section 6, Terms of Reference (TOR)	Page no. 54	Bidder shall follow Open standards, inter operable and gets integrated with other standard systems and applications / state / departmental portals.	We request department to share the details of other state/department portal for the integration	Will be shared with selected consulting firm/Agency
175	Talisma			Bidder should have average minimum annual turnover of 100 crores in the preceding three financial years (i.e. FY 2014-2015, 2015-2016 & 2016-2017) Balance sheet/Profit & Loss Statement/CA certificate	Average minimum annual turnover of 50 crores in the preceding three financial years	RFP conditions remain unchanged
176	Talisma			Bidder must possess a valid Capability Maturity Model (CMM Level 3) certificate valid as on bid calling date. Copy of certifications, which are valid on the date of submission	ISO 9001 certification or CMM Level 3 certificate valid as on bid calling date	RFP conditions remain unchanged

Sl. No.	Organisation	RFP Clause	Page no.	Detail of Clause	Clarification Sought	Response from ASDM
177	KPMG	Section 2. Data Sheet & Instructions to Consulting Firm / Agency (ITC); Sl no: 19; Pre-qualification-Sub serial no:6	31	The bidder must possess a valid Capability Maturity Model (CMM Level 3) certificate valid as on bid calling date.	Requesting if this can be made either as CMM Level 3 or ISO 9001 instead of only CMM level 3	RFP conditions remain unchanged
178	KPMG	Section 2. Data Sheet & Instructions to Consulting Firm / Agency (ITC); Sl no: 19; ; Pre-qualification -Sub serial no:7	31	The bidder should have experience in the area of conceptualizing, designing, developing, implementing and rolling out a State level IT enabled web based solution with volume of Users / Registered students (Candidates) (in case of Skill Development Projects) > 10 Lakh	Requesting if 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	Any Central/State Level IT enabled web based solution will also be considered.
179	KPMG	Sheet & Instructions to Consulting Firm / Agency (ITC); Sl no: 19; Technical criterion-Sub serial no:2	31	Bidder should have managed Project with number of Users / Registered students (Candidates) registered in a single IT & MIS System/ Skill development Portal in India	Requesting if 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.	Please refer corrigendum 2
180	KPMG	Sheet & Instructions to Consulting Firm / Agency (ITC); Sl no: 19; Technical criterion-Sub serial no:4	32	Experience of undertaking Program Management of large IT projects preferably in Skill Development with total project value > 30 Crore	Requesting if the size can be made as > 5 cr	Please refer corrigendum 2

**Sd/-
Mission Director
Assam Skill Development Mission**