

Corrigendum #1

RFP for Selection of Agency for Hiring Skilled Manpower for ICDS ISSNIP Project

RFP Number - ICDS/ISSNIP/MAP IT/RFP/2396

14th March 2016

Clause No. 5 (c) 'Bidders Eligibility / Qualifying Criteria is now read as under:-

The Bidder should have experience of running, **at least any one of the following**, in last five years for any Central/ State Government/ Government Corporation/ PSU or reputed private organization. Copy of Work Orders/ PO should be furnished as documentary proof.

- At least **Three** similar projects of providing minimum **200 IT related Skilled Resources** in each project spread over atleast 5 cities.
- At least **Two** similar projects of providing minimum **300 IT related Skilled Resources** in each project spread over atleast 5 cities.
- At least **One** similar projects of providing minimum **600 IT related Skilled Resources** in each project spread over atleast 5 cities.

Clause No. 4.11 'Others' relevant clause is now read as under:-

Salary payment to the employees to be made on the first working day of the next month.

Clause No. 8 'Period of Contact' is now read as under:-

The contract period is Till **December 2017** from the date of signing of Agreement. The contract shall be offered for District, Block & project level locations (Annexure E). In case, the number of locations increases during the contract period, the bidder shall have to provide the additional manpower at the same price as offered in Financial Bid in all the required locations. If the department is satisfied with the performance of the agency, the contract can be extended for a further period of 15 months. In such a scenario, the department may at its discretion increase the salaries of the manpower deployed, upto a maximum limit of 8%.

Clause No. 18 'MAP_IT reserves the right to the Following' - last bullet point is now read as under:-

'If the Service provider is not proceeding in accordance with the terms of contract the department shall serve a written notice in this regard. If the department is not satisfied with the response from the Service Provider, the Department may terminate the services of the Service Provider.

Clause No. 26 'Performance Security' is now read as under:-

The Bidder shall at his own expense, deposit with ICDS, within Fifteen (15) working days of the date of notice of award (LOI) or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled/nationalized Bank of a value equivalent to 10% of the Contract Value, acceptable to department, payable on demand, for the due performance and fulfillment of the contract by the successful bidder.

ICDS may, without prejudice to any other remedy for breach of contract, by written 7 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part.

If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.

Clause No. 27 'Service Level Agreement (SLA)' – Note to the sub-clause (b) Operational Penalties - 'last paragraph' is now read as under:-

Note: - The penalties, if applicable, shall be deducted from the monthly payment against the invoices of the agency. The maximum 'operational penalty' that can be deducted from the monthly invoice would be **20%** of the 'monthly service fees' (i.e. row Y of the financial bid). Further, in case the value of total monthly 'operational penalties', is 20% or more of the monthly service fees for 2 consecutive months, the contract may be terminated and the performance guarantee may be forfeited.

Clause No. 30 'Termination of Convenience' is now read as under:-

ICDS, by **giving atleast 60 days** written notice to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ICDS convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by ICDS.

Clause No. 16 'Confidentiality' is now read as under:-

The RFP contains information proprietary to MAP_IT. MAP_IT requires the recipients of this RFP to maintain its contents in the same confidence as their

own confidential information and refrain from reproducing it in whole or in part without the written permission of MAP_IT.

MAP_IT will not return the bids/responses to the RFP received. The information provided by the bidder/s will be held in confidence and will be used for the sole purpose of evaluation of bids.

Neither party shall, without the prior written approval of the other party, disclose the other Party's designated confidential information, and shall take all necessary steps to ensure that its employees, agents and sub-Service Providers do not disclose the other party's confidential information. The confidentiality obligation of ICDS and Service Provider shall continue for one (1) year after the expiry/ termination of this Agreement.

Important Dates (Relevant) under Table A is now read as under:-

The Last Date for Submission of Bids has been extended till **22nd March 2016 upto 3:30 pm**. Technical Bid Opening is now **22nd March 2016 at 4:00 pm**.

All other Terms & Conditions of the RFP shall remain unchanged.

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