

PRE-BID QUERIES RESPONSE					
RFP No. 01/PMT/PMF/MAP_IT/2016/572					
"Request for Proposal for Selection of System Integrator for Implementation of Project Management Tool for the Government of Madhya Pradesh"					
SI #	RFP Page #	RFP Rule #	Rule details	Query/ Suggestion/ Clarification Required	MAP_IT response
Company: KPMG Advisory Services Private Limited, Kolkata					
1	13	4.1.2	The no. of end-users under different categories are 100, but the number may increase to 500 users over a period of 2 years covering 12 additional departments.	Scope defined as 18 department and 6 district for 4 months implementation and one year support. In case of new addition of department, will that be considered as Change request or a separate order? Either way, kindly clarify the method of cost discovery for additional scope and payment method.	Pls refer Page No. 54 Annexure-B of Financial bid and Page No. 44 Point 20 A& B on change request
2	14	4.1.3	For detailed study on functional requirement bidder may submit the request to MAP_IT. All the expenses for same needs to be borne by the bidder.	Kindly clarify whether requirement can be obtained from Departmental headquarters and district head quarters.	This activity is before submission of bid and can be done at Department's directorate/ office at Bhopal
3	13	Data backup and Security	The solution may be subjected to a TPA (third party audit) arranged by MAP_IT and all the recommendations provided by the auditor shall be addressed by the SI to the complete satisfaction of MAP_IT.	Please clarify who will bear the expense for TPA. How the impact on timeline will be managed? Since solution will be hosted at Microsoft cloud and MSP is a COTS product of Microsoft the auditing of security and codes requires the involvement of the OEM. Moreover certain observations/recommendations may involve changes at the product level which is something that OEM will have to rectify. Kindly clarify whether the department will have a separate agreement with the OEM in this regard.	The TPA expense shall be borne by MAP_IT. As mentioned in the RFP "The solution would be hosted in any of the Microsoft/ 3rd party Datacentre in India conforming to security guidelines of Dept. of IT, Govt. of India".

4	14	Training	Training needs to be provided to all the 3 category users as per schedule mentioned in the RFP.	Will the training be conducted in any single location of departmental headquarter / district headquarter? If no, then in how many locations and where?	Training will be done primarily at Bhopal. In case of any special requirement it can be arranged in any District Headquarter.
5	9&10	Pre-qualification , Technical Evaluation	All the project experiences in Pre-qualification Technical Evaluation sections should have in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India as per the RFP	Requesting to consider overall last 5 financial years for the all the project experiences in regards to project initiation/completion in Pre-qualification Technical Evaluation sections(from 2011-2012,2012-2013,2013-2014, 2014-2015 & 2015-2016).	As per RFP
6	9	Pre-qualification ,	The bidder should be in the business of System Integration for last 3 financial years (2013-2014, 2014-2015 & 2015-2016) and having an experience of implementation of at least 1 project on Microsoft Project Management Tool in any company/ organization.	Requesting to consider ongoing projects and ongoing/ Phase completion certificate as a document along with Work order/Contract. Requesting to consider overall last 5 financial years for the all the project experiences in Pre-qualification Technical Evaluation sections (from 2011-2012,2012-2013,2013-2014, 2014-2015 & 2015-2016)	As per RFP
7	9	Pre-qualification ,	The bidder should have experience of implementation of at least 2 projects of Project Management Tool implementation (Scope of work should include Customization, Configuration, Implementation, Training and Maintenance) in any company/ organization in the last 3 financial years (2013-2014, 2014-2015 & 2015-2016) for 50 users in India.	Requesting to consider ongoing projects and ongoing/ Phase completion certificate as a document along with Work order/Contract Requesting to consider overall last 5 financial years for the all the project experiences in Pre-qualification Technical Evaluation sections(from 2011-2012,2012-2013,2013-2014, 2014-2015 & 2015-2016)	As per RFP

8	10	Technical evaluation	Project Management Tool Implementation Experience (Max. Marks – 10)	Requesting to consider ongoing projects and ongoing/ Phase completion certificate as a document along with Work order/Contract. Requesting to consider overall last 5 financial years for the all the project experiences in Pre-qualification Technical Evaluation sections(from 2011-2012,2012-2013,2013-2014, 2014-2015 & 2015-2016)	As per RFP
9	11	Tech-Qual	The bidder should have experience of providing Microsoft Project Management Tool Training to more than 150 users in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India	We request you to consider training provided on other standard project management tools / software as well, as an acceptable experience in this section.	As per RFP
10	43	LD clause	The maximum amount of liquidated damages shall be 10% against the work order.	Kindly clarify the determination parameters of liquidated damages if it occurs due to delay in licensing agreement between MAP_IT and license vendor/ Infra readiness delay by MAP_IT or department/districts.	Pls refer page No. 49, Note: For any delay not attributed to SI, the penalty will not be imposed.
11	9 & 10	Pre-qualification, Technical Evaluation	Project experience period	Kindly clarify whether the project started prior the timeframe (i.e. earlier than 3 financial years as per the current criteria) but completed/ongoing within the the last 3 years will be considered.	As per RFP
12	15	Functional Requirements	Project Analysis/ Report	Please indicate the approximate number of reports required from the customized system	Pls refer page no. 21 of RFP point no. 5

13	9&10	Pre-qualification, Technical Evaluation	Project experience	Requesting to consider on going projects for all relevant experiences for Pre Qualification and Technical Evaluation.	As per RFP
14	6	Last Date for Submission of Bids	26th July 2016 up to 3 PM	Requesting an extension of 7 days for submission of the bid.	As per RFP
Company: XtraNet Technologies Private Limited, Bhopal					
1			Consortium / Joint Bid	The RFP is not talking about consortium, so we assume that bid can be submitted in consortium. Kindly clarify.	No consortium is allowed in the RFP. Pls refer Corrigendum
2	10	3. A - 8	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of Rs. One Lakh Twenty Five Thousand only (Rs. 1,25,000/-).	It is requested to provide the EMD exemption on submission of NSIC Registration certificate.	As per RFP
3	14	4.1.3. A-8	Expected time frame after signing of agreement for the Go-Live is 4 calendar months, therefore bidder needs to complete activities in parallel	The time line for Go Live is too short. Asked Customization and integration with existing systems will take lot of time. Requesting to extend time line for Go Live to 8 calendar months.	As per RFP
4	14	4.1.3. B-5	No. of participants may increase or decrease as per the requirements	It is requested to specify the maximum possible number of participants as it will impact over all project costing.	Pls refer page No.13 point no. 4.1.2
5	14	4.1.3. C-2	SI shall design the Business Continuity & Disaster Recovery Plan	Kindly elaborate this point. Does it includes IT Infrastructure planning also.	IT Infra planning is not required

6	14	4.1.3. C-4	The SI shall also Produce and maintain system audit logs on the system for a period agreed to with the MAP_IT. On expiry of the said period the audit logs should be archived and stored off-site at a location agreed with the department.	MS Project Online does not give access to Audit logs. Hence cannot capture audit logs. Kindly delete this clause.	What ever log are generated by the system needs to be captured and maintained
7	15	4.1.3 D	OEM/ SI should have a 24*365 support centre for technical support.	We assume that 24*365 offsite technical support is asked for. Kindly clarify.	Technical support is off-site
8	15	4.1.4	Data Management - Import export data	This will require integration with the MAPIT billing systems. Will come under Customization. Need system study of MAPIT's existing systems.	MAP_IT billing system is not in scope
9	16	4.1.4	Project Monitoring/ Status Reporting	This requires more elaboration. Need the existing system details such as will MAPIT provide the web services of their Billing systems to us to do the integration? Need clarity on the systems that need integration with Project Online. Kindly provide more details regarding this point.	MAP_IT billing system is not in scope
10	21	4.2.1 A	Timelines for Software Customization and Configuration	Cannot adhere to these timelines. Minimum 8 months required till go live. Kindly update the timeline table.	As per RFP
11	22	4.3 a-2	Deploy onsite, offsite team for implementation	It is assumed that MAPIT will provide chairs, desks and Internet connectivity to the onsite SI team	Sitting space can be provided only for 2 resources for any on-site activity
12	23	4.3 a-5	Depute a Project Manager as Single Point of Contact (SPOC)	It is assumed that Project Manager will be required for full project duration till Go Live. Kindly confirm.	Project Manager is not required 100% onsite
Company: Silver Leaf Solutions Private Limited, Gurgaon					

1				We are the authorized partner of Microsoft and we wish to participate, but we are not able to meet all the criteria so requesting you to please allow the consortium bidding in this tender	No consortium is allowed in the RFP. Pls refer Corrigendum
Company: WIPRO LIMITED, Bhopal					
4	14	4.1.3.A.3	All the licenses will be procured in the name of MAP_IT. The number licenses may be increased or decreased by MAP-IT.	All the licenses will be procured in the name of MAP_IT. The number licenses may be increased or decreased by MAP-IT <u>by means of mutual agreement with the Successful Bidder at mutually agree terms & conditions.</u>	As per RFP
6	14	4.1.3.B.5	No. of participants may increase or decrease as per the requirements.	No. of participants may increase or decrease as per the requirements. <u>In case of the increase in the no. of participants, the price to be paid for the increased participants shall be mutually agreed between the MAP_IT and Successful Bidder.</u>	As per RFP
7	26	5.9.e	The bid security of unsuccessful bidders shall be refunded in due course of time after final acceptance of successful bid and signing of Agreement and submitting performance security.	The bid security of unsuccessful bidders shall be refunded in due course of time after final acceptance of <u>within 30 days from the date of announcement of successful bidder.</u> bid and signing of Agreement and submitting performance security.	As per RFP
8	26	5.9.f	The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -	The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -	As per RFP
			a. when the bidder withdraws or modifies its bid after opening of bids;	a. when the bidder withdraws or modifies its bid after opening of bids;	

			<p>b. when the bidder does not execute the agreement, if any, after placement of agreement within the specified period;</p> <p>c. when the bidder fails to commence the service or execute work as per work order within the time specified;</p> <p>d. when the bidder does not provide the security deposit within specified period after the agreement is placed; and</p> <p>e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.</p>	<p>b. when the bidder does not execute the agreement, if any, after placement of agreement within the specified period subject to the deviations proposed;</p> <p>c. when the bidder fails to commence the service or execute work as per work order within the time specified;</p> <p>d. when the bidder does not provide the security deposit within specified period after the agreement is placed; and</p> <p>e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.</p>	
9	26	5.9.g	Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.	Notice will be given to the bidder with reasonable time period being not less than 30 days before bid security deposited is forfeited.	As per RFP
10	33	5.21.c	The bid security of the bidders whose bids could not be accepted shall be refunded in due course of time after the agreement with the selected SI is signed and its performance security is obtained.	The bid security of the bidders whose bids could not be accepted shall be refunded in due course of time within 30 days from the date of announcement of successful bidder. after the agreement with the selected SI is signed and its performance security is obtained.	As per RFP
11	34	5.25.c	Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-	Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-	As per RFP

			i. When any terms and condition of the contract is breached.	i. When any terms and condition of the contract is breached <u>after giving a period of at least 30 days to the bidder to make good the default.</u>	
			ii. When the bidder fails to make complete supply satisfactorily.	ii. When the bidder fails to make complete supply satisfactorily.	
			iii. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.	iii. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.	
12	34	5.25.d	Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.	Notice will be given to the bidder with reasonable time <u>for a period not less than 30 days</u> before PSD deposited is forfeited.	As per RFP
13	34	5.26.a	An agreement shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.	An agreement shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder. <u>is signed between MAP IT and the successful bidder.</u>	As per RFP
14	34	5.26.b	The successful bidder shall sign the agreement within 7 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.	The successful bidder shall sign the agreement within 7 <u>30</u> days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.	As per RFP
16	35	5.28.f	If a bidder is convicted of any offence under the Act, the procuring entity may: - a. cancel the relevant procurement process if the bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;	Request the client to provide the detail of the Act being referred to in this clause	As per RFP

			b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.		
17	36-37	5.3	A bidder, who: -	A bidder, who: -	As per RFP
			a) withdraws from the procurement process after opening of financial bids;	a) withdraws from the procurement process after opening of financial bids;	
			b) withdraws from the procurement process after being declared the successful bidder;	b) withdraws from the procurement process after being declared the successful bidder;	
			c) fails to enter into procurement contract after being declared the successful bidder;	c) fails to enter into procurement contract after being declared the successful bidder <u>subject to deviations proposed;</u>	
			Security Deposit will be forfeited.	Security Deposit will be forfeited.	
18	37	5.31	a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of <10> days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds.	Request the client to provide the detail of the Act being referred to in this clause	As per RFP

			No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.		
19	40	6.7.b	The contract for the services can be repudiated at any time by the Officer in charge, if the service delivery is not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.	The contract for the services can be repudiated at any time by the Officer in charge, if the service delivery is not made to his satisfaction <u>in accordance with the delivery schedule</u> after giving an opportunity to the bidder of being heard <u>by means of a notice in writing</u> and recording the reasons for repudiation.	As per RFP
20	40	6.11.b & 6.11.c	<p>b) The Procurement Officer shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the Procurement Officer. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with MAP_IT.</p> <p>c) The balance, if any, shall be demanded from the Selected Bidder and when recovery is not possible, the Procurement Officer shall take recourse to law in force.</p>	Request deletion of clause b and c of rule 6.11 as MAP_IT has access to other remedies for safeguarding it's interests.	As per RFP
21		Need to add		Any change in rate of indirect taxes or any new levy of indirect taxes after the date of submission of bid shall be borne by MAP_IT.	Pls refer Page. 53 note

24	42	6.16	The services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.	The services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate. <u>reasonably commercial standards shall be adopted.</u>	As per RFP
25	43	6.17.d.iii	*The percentage refers to the payment due for the associated milestone for service.	*The percentage refers to the payment due for the associated milestone for service <u>delayed deliverables.</u>	As per RFP
26	43	6.18	Except in cases of gross negligence or wilful misconduct: - a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected bidder to pay liquidated damages to the Purchaser; and b) the aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.	Request deletion of this clause and insertion of the following clause:- <u>Notwithstanding anything contained herein, the consultant shall not be liable for any indirect or consequential loss or damage.</u>	As per RFP

				<u>Except in case of gross negligence or wilful misconduct on the part of the consultant or on the part of any person or company acting on behalf of the consultant in executing the work or in carrying out the services, the vendor, with respect to damage caused by the vendor to property and/ or assets of the purchaser or of any of the Purchaser's vendors, shall not be liable to client for any Direct Loss or Damage that exceeds the Total Contract Value.</u>	
27	43	6.19.c	c) If a Force Majeure situation arises, the selected bidder shall promptly notify the MAP_IT in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by MAP_IT, the selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.	c) If a Force Majeure situation arises, the selected bidder shall promptly notify the MAP_IT in writing of such conditions and cause thereof within 15 30 days of occurrence of such event. Unless otherwise directed by MAP_IT, the selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.	As per RFP
28	44	6.20.A.b	Effort estimation for change request for any customization in the software/ solution other than finalized as per the scope of RFP will be done jointly by Technical committee of MAP_IT and SI. The blended man-month rate finalized in the agreement will be the basis of the costing. The change request will be capped at 20% of the bid value.	Effort estimation for change request for any customization in the software/ solution other than finalized as per the scope of RFP will be done jointly by Technical committee of MAP_IT and SI. The blended man-month rate finalized in the agreement will be the basis of the costing. The change request will be capped at 20% 10% of the bid value. <u>Any change request in excess of 10% of the bid value will have to be mutually agreed between MAP IT and SI and such change shall be deliverable at mutually agreed and mutually agreed terms & conditions.</u>	As per RFP

29	44	6.20.A.c	Prices to be charged by the selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.	Prices to be charged by the selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties. and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.	As per RFP
30	44	6.21	<p>Termination for Default</p> <p>i. The tender sanctioning authority of MAP_IT may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part: -</p> <p>a. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MAP_IT; or</p> <p>b. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or</p> <p>c. If the selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.</p>	<p>Termination for Default</p> <p>i. The tender sanctioning authority of MAP_IT may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days in writing sent to the selected bidder, terminate the contract in whole or in part: -</p> <p>a. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MAP_IT; or</p> <p>b. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or</p> <p>c. If the selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.</p>	As per RFP

			d. If the selected bidder commits breach of any condition of the contract.	d. If the selected bidder commits breach of any condition of the contract <u>after giving a notice in writing of at least 30 days to the SI to make good the default.</u>	
			ii. If MAP_IT terminates the contract in whole or in part, amount of PSD may be forfeited.	ii. If MAP_IT terminates the contract in whole or in part, amount of PSD may be forfeited.	
			iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.	iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.	
31	45	6.21	Termination for Insolvency	Termination for Insolvency	As per RFP
			MAP_IT may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MAP_IT.	MAP_IT may at any time terminate the Contract by giving a written notice of at least 30 days <u>in writing</u> to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MAP_IT.	
32	45	6.21	Termination for Convenience	Termination for Convenience	As per RFP

			<p>i. MAP_IT, by a written notice of at least 30 days sent to the selected 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 the Purchaser's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p>	<p>i. MAP_IT, by a written notice of at least 30 90 days in writing sent to the selected 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 the Purchaser's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p>	
			<p>ii. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.</p>	<p>ii. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination <u>by means of payment by MAP IT to the selected bidder of a mutually agreed amount.</u></p>	
				<p><u>In case of Termination for Convenience of MAP_IT, the Purchaser shall pay to the selected bidder the following amounts :</u></p>	
				<p><u>a) Payment for all the Goods delivered and services rendered till the effective date of termination;</u></p>	

				<u>(b) the costs reasonably incurred by the selected bidder in the removal of the selected bidder's Equipment from the site and in the repatriation of the selected bidder's and its Subcontractors' personnel;</u>	
				<u>(c) any amount to be paid by the selected bidder to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;</u>	
				<u>(d) costs incurred by the selected bidder in protecting the System and leaving the site in a clean and safe condition; and</u>	
				<u>(e) the cost of satisfying all other obligations, commitments, and claims that the selected bidder may in good faith have undertaken with third parties in connection with the Contract and that are not covered above.</u>	
34	47	7.1.B	B. Software Customization:	B. Software Customization:	As per RFP
			1. 10% on the SRS sign-off	1. 10% on the SRS sign-off	
			2. 30% after customization of required fields	2. 30% 50% after customization of required fields	
			3. 40% after Go-live	3. 40% after Go-live	
			4. 20% after 3 months of Go-Live	4. 20% after 3 months of Go-Live	
35	47	7.1.C	Training:	Training:	As per RFP
			1. 80% after the completion of batch and within 15 days of submission of invoices	1. 80% 100% after the completion of batch and within 15 days of submission of invoices	

			2. 20% after completion of all trainings or after 2 months of the completion of batch whichever is earlier.	2. 20% after completion of all trainings or after 2 months of the completion of batch whichever is earlier.	
36	47	7.1.D.vi	In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.	Request deletion of this clause as MAP_IT has access to other remedies for safeguarding it's interests.	As per RFP
37	48	7.2.A	Penalty on Software License, Customization, Configuration and Implementation	Request the deletion of Penalties on Software licenses, Customization, Configuration and Implementation since the interest of MAP_IT in this regard is already safeguarded by the provision of Liquidated Damages (LD) as provided in rule 17 of section 6 of the RFP	As per RFP
38	48-49	7.2.B.1	Penalty amount	Penalty amount	As per RFP
			1) 5% of cost of training of the concerned batch for average rating between 6.5 to 7.4.	1) 5% 2.5% of cost of training of the concerned batch for average rating between 6.5 to 7.4.	
			2) Between 5.5 to 6.4 10% of cost of training of the concerned batch.	2) Between 5.5 to 6.4 10% 5% of cost of training of the concerned batch.	
			3) Below 5.5 points the further trainings maybe liable for termination.	3) Below 5.5 points the further trainings maybe liable for termination.	
			Remarks	Remarks	
			1. Penalty will not be more than 10% of the total value mentioned in the work order	1. Penalty will not be more than 10% 5% of the total value of training mentioned in the work order	
			2. Rating will be considered on the parameters of Delivery, Content & Trainer.	2. Rating will be considered on the parameters of Delivery, Content & Trainer.	

39	49	7.2.B.2	Penalty for Non-Availability of Trainer	Request the deletion of Penalties on Non-Availability of Trainers since the interest of MAP_IT in this regard is already safeguarded by the provision of Liquidated Damages (LD) as provided in rule 17 of section 6 of the RFP	As per RFP
			Penalty of 10% of the total value mentioned in the work order if trainer is not available		
41	49	Note to 7.2	For any delay not attributed to SI, the penalty will not be imposed. Penalty is capped @ 10% of the work-order issued.	For any delay not attributed to SI, the penalty will not be imposed. Penalty is capped @ 10% <u>5%</u> of the work-order issued.	As per RFP
42	52	Annexure 3	Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.	Request deletion of this clause	As per RFP
43	49	7.2.C	Penalties on Operational SLA	Request the client to delete the penalty provisions based in the back to back agreements between MAP_IT and Microsoft.	As per RFP
				Request the client to provide clarity and penalty rates, if any, for the SLA agreements between MAP_IT and the selected bidder	
44	54	Notes to Annexure B of Annexure 3 of RFP	*Scope of Change Request in software customization will be limited to 20% of the bid value	*Scope of Change Request in software customization will be limited to 20% <u>10%</u> of the bid value	As per RFP
45	10	B. Technical Evaluation Criteria:	Project Completion certificates from client for fulfilling the same with scope of work	Project Completion certificates from client for fulfilling the same with scope of work or Self Declaration signed by Authorized Signatory	As per RFP

46	11	B. Technical Evaluation Criteria:	Work Completion Certificates from the client;	Work Completion Certificates from the client;	As per RFP
			OR	OR	
			Work Orders + Phase Completion Certificate from the client	Work Orders + Phase Completion Certificate from the client	
				OR	
			Self-Certificate Signed by authorized signatory		

Note: Please refer the corrigendum issued for this RFP