

Corrigendum to NIT no 5122 dtd 28.12.2018

Sl No	Section	Content of rfp requiring clarification	Suggested Change	Remarks
1	Section 5.1 (1), Page 8	It must be in operation, continuously for the last 10 years in the field of Software Development & Consultancy as on 30th June 2018.	It must be in operation, continuously for the last 10 years in the field of IT Advisory/Consultancy as on 30th June 2018.	It must be in operation, continuously for the last 10 years in the field of Software development/IT Advisory/IT Consultancy as on 31st Dec 2018.
2	Section 5.1 (2), Page 9	The applicant should have a minimum average annual turnover from Development Consultancy/Advisory of Rs 50 Crores from Indian operations over the last three FYs (FY15-16, FY16-17 & FY17-18)	The applicant should have a minimum average annual turnover from IT Consultancy/Advisory of Rs 100 Crores from Indian operations over the last three FYs (FY15-16, FY16-17 & FY17-18)	Suggestion cannot be entertained.
3			Please include ISO certification as part of the eligibility criteria	Having relevant ISO certifications is desirable and will add to the score of the agency in the final presentation.
4	Section 5/ Page No 9	Applicant Turnover: The applicant should have a minimum average annual turnover from development Consultancy /Advisory of Rs 50 Crores from Indian operations over the last three FYs (FY15-16, Y16-17 & FY17-18)	It is suggested to rephrase the description as : Applicant Turnover: The applicant should have a minimum average annual turnover from Development Consultancy/ Advisory of Rs 50 Crores.	Cannot be entertained
5	Section 5/ Page No 9	Capacity: The applicant agency must have at least 100 full time professionals	The date 30th June 2018 should be updated to latest date 31st-Dec-2018 or any other date post RFP	31st Dec 2018 shall be considered as the last date.

		on its rolls as on 30th June 2018.	publication.	
6	11.3/ Page No: 40	Annexure III: Financial Proposal Format. CTC (INR) Per Month	By CTC (INR) Per Month: we understand that it is Resource Cost per month not actual Cost to Company of resource. Please clarify. It is not possible to share the CTC of resource as it is very much internal to company. It is also desirable to mention that in case of change of resource due to unavoidable circumstances like resignation, the actual CTC may vary for new resource depending upon actual experience.	CTC per month is in reference to the resource cost quoted by the agency that shall be liable to be paid by SCTE&VT for that particular resource.
7	Section 8/ Page No 30	Senior Consultant (Technology Management) Qualification and Experience: Should have at least a couple of certifications in the area of solution architecture/ Networking/ Hardware & storage/Database/SDLC etc.	All the certificates are technical certificates, suggested to include Management Certificates (e.g PMP, Prince2, ITIL etc)	Minimum criteria has been specified, anything over and above this shall add in the marks of the agency in the final presentation.
8	Section 6.36.3/Page No 26	The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless notifies the Selected Applicant of its release from those obligations.	It is requested include a time frame of 6 months, post termination/expiry of the contract for any obligation arising under this contract	Cannot be entertained

9	Section 6.27/Page No 24	Indemnity	It is suggested to include a verbiage as "Any indemnity amounts will be limited to the fees paid, subject to final determination by a competent court/arbitrator"	Cannot be entertained
10	Section 6.19.2/Page No 20	Liquidated Damages	Can we suggest to reduce the cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 5% of the total Professional Fee instead of 10%	Cannot be entertained
11	Section 6.34/Page No 26	"No Claim" Certificate	We would request to please note that Section 73 of the Indian Contract Act provides that when a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach. Additionally, further, our position on this point reflects the risk/reward balance, which is no different from the local industry practice being followed today by other advisors operating in similar space. Hence, given that this clause of the RFP is contrary to applicable law, we suggest that this clause in the RFP be omitted.	This clause is not in contradiction with any existing law.

12	6.36/Page No. 26	The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless notifies the Selected Applicant of its release from those obligations.	It would be suggested to add following condition to existing clause: "Any obligation arising under this engagement letter/ RFP shall survive for a period of 6 months, post termination/ expiry of the Contract"	Cannot be entertained
13	General		There is no restriction on use of deliverables. The deliverables should be used by client for internal use only. It would be suggested to add the clause for delivery restriction	Cannot be entertained
14	General		It would be suggested to add third party disclaimer clause	Already there in the annexure
15	General		It would be suggested to add protection of express clause for the assisting firm	Cannot be entertained
16	Page no. 4 Factsheet	Last date for receipt of Technical and Financial proposals (Sealed Envelope)	We request to extend the proposal submission date by at least 2 weeks for preparation of comprehensive and responsive proposal.	Shall be considered
17	Page no. 8 Section 4 (Period of Execution)	The selected Agency will establish and run the Project Management Unit (PMU) for a period of 1 year from the date of signing the agreement, which can be extended for a maximum period of 1	Keeping quantum of work into consideration it is suggested that agency be selected for 2 years initially which may be extended for another 1 year depending upon performance.	Considered

		year, based on satisfactory performance as determined by SCTE&VT Odisha.		
18	Page no. 9 Section 5 (Eligibility Criteria)	5. Applicant's Experience: The applicant must have experience of providing at least 2 IT/Consultancy projects of minimum value of Rs 50 lakhs to Govt organisations in the last 5 years and is required to submit proof of engagement such as MoU/ Work Order/ Engagement Letter/ Completion Certificate/ LoA etc	We request to increase the minimum no. of IT/Consultancy projects to 5 and minimum value of each project should be increased to Rs. 2 Crores for maintaining the quality participation of firms.	Cannot be considered
19	Page no. 25 Section 6.29 (Payment Schedule)	The payment as specified in financial format at Annexure-3 as submitted by the Selected Consultant shall be made on a Monthly basis.	According to section 6.29, the payment to selected consultant shall be made on monthly basis whereas it is mentioned in Section 9 that the payment will be made on the basis of deliverable (% of quoted fee).	The payment shall be made based on deliverables.
20	Page no. 35 Technical Evaluation Criteria	New Clause: Marking scheme on average annual Turnover over last 3 FY	We suggest to incorporate marking scheme on Turnover as below: Rs. 75 Crores (0 marks) Rs. 75 - 100 Crores (5 marks) >Rs. 100 Crores (10 marks)	Cannot be considered
21	Page no. 39 Annexure III: Financial Proposal Format	General Management Services Fee (% of total professional fee)	Request to kindly clarify General Management Services Fee	This includes the fee charged by the agency over and above the resource cost.
22	Page no. 39 Annexure III: Financial Proposal Format	Note: a.The above fee does not include travel, lodging and other out of pocket expenses, which shall be	Request to kindly elaborate approved rates of travel, lodging and other out of pocket expenses	No change. To be disclosed during agreement

		reimbursed as per actuals or the approved rates, whichever is lower.		
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