

Pre Bid Response & Corrigendum Document

For

Selection of System Integrator for implementing Centralized Project Management Software (CPMS) for Government of Chhattisgarh



**CHhattisgarh infotech & biotech Promotion Society
(CHiPS)**

**State Data Center Building, Near Police Control Room,
Civil Line Raipur, Chhattisgarh-492001**

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Tender Reference Number: 20/CEO/CHiPSCPMU/2016
Dated 09/09/2016

Project Name: Selection of System Integrator for Centralized Project Management Software
(CPMS) for Government of Chhattisgarh Government of Chhattisgarh

Reference Number: Pre Bid Response 01/CEO/CHiPS/CPMU/2016
Dated 18th October , 2016

Last date and time for submission of bids: 25th October 2016 at 03:00 PM

Physical Submission of EMD/DD: 25th October 2016 at 03:00 PM to 5:00 PM

Date of Technical Bid Opening: 26th October 2016 at 11:30 AM

Corrigendum and Addenda:-

A. The following Addenda are to be read, as mentioned below at **Page no.102, in 5.21 Service Level Agreement (SLA)**

"Completion of Phase 3 and Submission of Deliverables and reports as per Section 4 of this TENDER 0.5% of the Total value of **Phase 3** for every 1 week of delay in submission on an incremental basis to a maximum of 10%. If the penalty goes beyond 10%, chips reserve the right to terminate the contract in addition to forfeiture of performance security."

B. The following Addenda are to be read, as mentioned below at **Page no.26, Section 4.3 under detailed functional Scope of COTS Software**

-The prices for licenses are valid for a period of 3 years from date of UAT in first 2 departments or **3 yrs. 6 months from the contract signing date whichever is earlier**

C. The following point is added, as mentioned below at **Page no.56, Section 4.9 General Scope of Work Point no. 4, FMS Operation and maintenance for mentioned department**

1. **"The bidder should include one onsite Technical resource of OEM whose solution is proposed during O & M phase of first six months after UAT in first 2 departments. The cost should be included in the price proposal under Operation and Maintenance line item. The OEM Undertaking for the same should be submit with technical bid.**

D. The following point is added, as mentioned below at **Page no.49, Section 4.9 General Scope of Work Point no. 2 Data Digitization**

2. The paper size is A3/A4 and data will be provided in Raipur. The department will provide map/drawing in soft copy to successful bidder to upload in the application software during implementation phase.
3. Max. no. of pages A3/A4 will be 1,00,000/- for all departments/ projects.

E. The following clause is added in the RFP document

- a) Bidder will not be penalize, If the delay in performing because of sole attribute of CHiPS/department.
- b) The bidder should submit the invoice for clamming the payment, if CHiPS/ department has not responded in writing with in 30 days to bidder after submission of reports and/ or deliverables as per Milestone/phase mentioned in the RFP. If CHiPS/department responded after 30 days of submission of reports and/ or deliverables, than bidder should incorporate the required suggestion/ changes and re submit for final approval.

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1	Pag no. 7		CHiPS, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.	Some organisation has to take the ownership of the document. A tender document published by department or its agencies should take the liability, else the rfp itself will have point.		As per RFP
2	Pag no. 26		The user for COTS software for different departments may increase but not limited up to 5000 different user as per user defined above.	Request you to change this statement. Users need to be limited as it has commercial impact. <i>"The user for COTS software for different departments may increase but not limited up to more than 5000 different user as per user defined above."</i>		Initially the requirement is up to 5000 user. However In near future the qty. may increase beyond 5000, than infrastructure, DB and Server OS or any other licenses may be re assess
3	Customization of COTS Software Page no. 48		Note Ø The Modules given above are Tentative & Scope of Work for Customization/ Development may change after detailed System Study & GAP Analysis.	Request to amend the clause as below for better clarity & Smooth execution of the project: The bidder shall undertake to conduct detailed system study and GAP Analysis on the guidelines issued by CHIPS. After sign-off on the detailed system study any further change, if required, shall be done by bidder through a Change Request mechanism mutually agreed between		The scope of work is limited up to functional requirement of the tender document. Any changes/modification under the scope of work will be done by OSU team.

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				<p>purchaser and selected bidder.</p> <p>In case of any major change (i.e. effort of more than 3 man days, it should be through CR).</p>		
4	Page no. 48, 49		<p>COTS Software deployment- The selected bidder will deploy the COTS software at the CG state data center. CHiPS will provide the necessary Hardware (Server, Firewall etc.) and Operating system software/ Databse (Microsoft server, MS SQL, Oracle etc.) for deployment of COTS software.</p> <p>The bidder should provide the required Enterprises Licenses for Operating System/ database (Microsoft server/ MS SQL/ Oracle) to run the COTS successfully.</p>	<p>Request clarification as to who is responsible for the Operating system software/ Databse (Microsoft server, MS SQL, Oracle etc.) for deployment of COTS software: CHIPS or the bidder.</p> <p>Kindly confirm</p>		<p>Bidder is responsible for system software/ Databse (Microsoft server, MS SQL, Oracle etc.) for deployment of COTS software and should be provisioned for 5000 users.</p>

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5	Page no. 49		The CHiPS shall not be responsible for any extra hardware/ software requirement after technical proposal submitted by Bidder.	<p><i>Request you to make below change:</i></p> <p><u>Any additional products and services shall be provided via change request mechanism after both the parties have agreed on time and cost of such activities.</u></p>	-	All the requirement should be mentioned in Technical bid and will be part of your Technical & Commercial Proposal.
6	Page no. 49		<p>2) Data Digitization of creation of master projects per department. The system should be deployed with following considerations:</p> <ul style="list-style-type: none"> · The bidder should create two master projects per department including data digitization and master data setup. 	<p>Request to please amend the clause as below for better clarity & understanding:</p> <p>2) Data Digitization of creation of master projects per department. The system should be deployed with following considerations:</p> <ul style="list-style-type: none"> · The bidder should create two master projects per department including data digitization and master data setup. The data for digitization shall be provided by the department/Chips at their Head Office in Raipur. 		Entire Data for Digitization will be provided by respective department/ Chips at their Head Office at Raipur.

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7	Page no. 53		<p>1. The selected Bidder shall conduct following minimum training sessions as a part of capacity building in departmental employees to use the new system:</p> <p>A. 2 Days training session to the Administrators/ designated officials with respect to the Admin access/ Role Based access. This would include the training on the entire software deployed at the SDC shall be provided by Selected Bidder.</p> <p>B. 20 days training session Division wise for the end-users in batch sizes not exceeding 20 with specific focus on using the Software, Concepts and troubleshootin</p>	<p>Kindly confirm on the below: Request to provide the total number of personnels to be trained under the Training scope.</p> <p>The training would be provided by selected bidder at the State/Division head Quarter of the five identified department/Chips. Please confirm..</p>		<p>Training will be provided at State Head Quarter/ Division wise (5 division) of the Five identified departments for 20 days.</p>
8	Page no. 57		<p>The details of the post implementation support services are provided below. As part of the post implementation services, the Selected Bidder shall provide below support for</p>	<p>Kindly amend the clause as below:</p> <p>The details of the post implementation support services are provided below. As part of the post implementation services, the Selected Bidder shall</p>		<p>Please read as below " The details of the post implementation support services are provided below. As part of the post implementation services,</p>

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			<p>the software, hardware, and other infrastructure provided as part of this RFP but not limited to: The Selected Bidder shall provide one (3) years of comprehensive AMC that includes:</p>	<p>provide below support for the software, hardware, and other infrastructure provided as part of this RFP but not limited to: The Selected Bidder shall provide one three (3) years of comprehensive AMC after UAT or three years six months from Work order, whichever is earlier, that includes:</p>		<p>the Selected Bidder shall provide below support for the software, hardware, and other infrastructure provided as part of this RFP : The Selected Bidder shall provide three (3) years of comprehensive AMC after UAT or three years six months from Work order, whichever is earlier, that includes:"</p>
9	Page no. 58		<p>The Selected Bidder shall provide the performance warranty in respect of performance of the installed software to meet the performance requirements and service levels in the RFP.</p>	<p>Request you to define the Severity/Performance Levels - L1, L2, L3</p>		<p>a) High Level Issue L1: Call resolution time should be with in 24 Hours from call logging like overall software application/ department level software not working, etc. b) Mid Level Issue L2: Call resolution time should be with in 48 Hours like any part/ form of application software is not working etc. c) Low Level Issue L3: Call resolution time should be with in 72 Hours like</p>

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						other bug/ patch updation for smooth operation of application software etc.
1 0	ü Testing and Acceptance Page no. 66		<ul style="list-style-type: none"> · The Selected Bidder must agree to above criteria for complete system acceptance and further agree that: · It will provide without additional charge to departments and in a timely manner, all mutually agreed additional services and products (Software -if applicable) not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance. 	<p>Kindly amend the existing clause as per below :</p> <ul style="list-style-type: none"> · The Selected Bidder must agree to above criteria for complete system acceptance and further agree that: · It will provide without additional charge to departments and in a timely manner, all mutually agreed additional services and products (Software -if applicable) not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance. Infrastructure (incl OS, DB, etc) if required for meeting the performance of the above requirements shall be provided by CHIPS. <u>Any such additional products and services shall be provided via change request mechanism after both the parties have agreed on time and</u> 		As per RFP

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				<u>cost of such activities.</u>		
1 1	4.12 DELAYS IN THE BIDDER'S PERFORMANCE Page no. 73		As soon as practicable after receipt of the Bidder's notice, the CHiPS in consultation with the Bidder shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance with or without a penalty. The decision of the CHiPS in this matter shall be final.	As soon as practicable after receipt of the Bidder's notice, the CHiPS in consultation with the Bidder shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance with or without a penalty. The decision of the CHiPS in this matter shall be final. Further in addition to the clause, no penalty should be levied on the bidder if the default/ delay is not attributable to the bidder. Penalty will not be levied when the delay is attributable to the Purchaser. Kindly confirm.		Please read as below: "As soon as practicable after receipt of the Bidder's notice, the CHiPS in consultation with the Bidder shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance with or without a penalty. The decision of the CHiPS in this matter shall be final. Further in addition to the clause, no penalty should be levied on the bidder if the default/ delay is not attributable to the bidder. Penalty will not be levied when the delay is attributable to the Purchaser."

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1 2	4.13 BIDDER'S OBLIGATION S Page no. 73		4.13 BIDDER'S OBLIGATIONS The Bidder shall work closely with the CHiPS and abide by directives issued by them or their staff. The Bidder will abide by the job safety requirements prevalent in India and shall indemnify the CHiPS from any demands or liabilities that may arise during the execution of the contract, including that from accidents or loss of life. The Bidder shall be solely liable for any compensation that may become payable as a result of such incidents and will not hold the CHiPS responsible or obligated.	This cannot be given by IT companies. Request you to delete this clause.		Chips will not be liable to any compensation in such case.
1 3	4.20.2 Transfer of Assets Page no. 77		ii. All risk in and title to the Assets to be transferred / to be purchased by the CHiPS pursuant to this Article shall be transferred to CHiPS, on the last day of the exit management period.	Kindly amend the clause as below: ii. All risk, ownership and title to the Assets to be transferred / to be purchased by the CHiPS pursuant to this Article shall be transferred to CHiPS, on the delivery/installation/ commissioning whichever is earlier.		Please read as below: "ii. All risk, ownership and title to the Assets to be transferred / to be purchased by the CHiPS pursuant to this Article shall be transferred to CHiPS, on the

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						delivery/installation/ commissioning whichever is earlier."
1 4	4.20.2 Transfer of Assets Page no. 77		iii. CHiPS shall pay to the Selected Bidder on the last day of the exit management period, such sum representing the Net Block (procurement price less depreciation as per provisions of the Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.	Kindly amend the existing clause as below: iii. CHiPS shall pay to the Selected Bidder as stated in the Terms of Payment Schedule.		Please read as below: iii. CHiPS shall pay to the Selected Bidder as stated in the Terms of Payment Schedule.
1 5	5.4.3 Earnest Money Deposit (EMD) Page no. 85		d) The EMD may be forfeited: · If a bidder withdraws its bid during the period of bid validity. · In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.	Request modification of the clause as below: d) The EMD may be forfeited: · If a bidder withdraws its bid during the period of bid validity. · In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP <u>and the proposal submitted.</u>		Please read as below: "d) The EMD may be forfeited: · If a bidder withdraws its bid during the period of bid validity. · In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP and the proposal accepted by the the department."

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1 6	5.9 Proposal Forms Page no. 94		iii. CHiPS shall not be bound by any printed conditions or provisions in the Bidder's Proposal.	Kindly amend the clause as follows: iii. CHiPS shall not be bound by any printed deviations in the Bidder's Proposal.		Please read as below: "iii. CHiPS shall not be bound by any printed deviations in the Bidder's Proposal."
1 7	5.15 Deciding Award of Contract Page no. 95		After acceptance of LoI Performance Security shall be deposited as specified in this document for entering into an Agreement with CHiPS.	After acceptance of LoI Performance Security shall be deposited as specified in this document within 21 days of acceptance of LOI for entering into an Agreement with CHiPS.		Please read as below: "After acceptance of LoI Performance Security shall be deposited as specified in this document within 21 days of acceptance of LOI for entering into an Agreement with CHiPS."
1 8	5.16 Confidentiality Page no. 96		· The obligations of confidentiality under this section shall survive rejection of the contract.	However payment for the products delivered and services rendered shall be paid by CHIPS. In case of rejection or termination of contract, payments for the services rendered should be paid by the department.		As per RFP
1 9	5.19.1 Termination Clause Page no. 98		After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, CHiPS reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this	Request addition of underlined clause as below: After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, CHiPS reserves the right to get the balance contract executed by another party of its choice by giving one month(s) notice for the same. In this event, the		Please read as below: "After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, CHiPS reserves the right to get the balance contract executed by another party of its choice by giving one

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			<p>event, the selected bidder is bound to make good the additional expenditure, which CHiPS may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.</p>	<p>selected bidder is bound to make the additional expenditure, which CHiPS may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.<u>However, such obligation on bidder shall be limited to a maximum of 10% of the differential cost of procuring that service.</u></p> <p><u>Payment shall be made to the bidder for the products & services delivered till the date of termination, in case of default & convenience.kindly confirm.</u></p>		<p>month(s) notice for the same. In this event, the selected bidder is bound to make the additional expenditure, which CHiPS may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.However, such obligation on bidder shall be limited to a maximum of 20% of the differential cost of procuring that service".</p> <p>Payment shall be made to the bidder for the products & services delivered till the date of termination, in case of convenience and may be provided in case of default.</p>

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20	5.20 Limitation of Liability Page no. 100		5.20 Limitation of Liability Limitation of liability shall be as per applicable law. The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.	Kindly amend the existing clause as below: 5.20 Limitation of Liability Limitation of liability shall be as per applicable law. The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the 25% of the amount specified in the Contract.		As per RFP
21	5.21 Service Level Agreement (SLA) Page no. 102		Completion of Phase 1 and Submission of Deliverables and reports as per Section 4 of this TENDER 0.5% of the Total value of the Contract for every 1 week of delay in submission on an incremental basis to a maximum of 10%. If the penalty goes beyond 10%, chips reserve the right to terminate the contract in addition to forfeiture of performance security.	Kindly amend the clause as below: Completion of Phase 1 and Submission of Deliverables and reports as per Section 4 of this TENDER 0.5% of the Total value of Phase 1 for every 1 week of delay in submission on an incremental basis to a maximum of 10%. If the penalty goes beyond 10%, chips reserve the right to terminate the contract in addition to forfeiture of performance security.		As per RFP

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2 2	5.21 Service Level Agreement (SLA) Page no. 102		Completion of Phase 3 and Submission of Deliverables and reports as per Section 4 of this TENDER 0.5% of the Total value of the Contract for every 1 week of delay in submission on an incremental basis to a maximum of 10%. If the penalty goes beyond 10%, chips reserve the right to terminate the contract in addition to forfeiture of performance security.	Kindly amended the clause as below: Completion of Phase 1 and Submission of Deliverables and reports as per Section 4 of this TENDER 0.5% of the Total value of Phase 3 for every 1 week of delay in submission on an incremental basis to a maximum of 10%. If the penalty goes beyond 10%, chips reserve the right to terminate the contract in addition to forfeiture of performance security.		Please read as below: "Completion of Phase 3 and Submission of Deliverables and reports as per Section 4 of this TENDER 0.5% of the Total value of Phase 3 for every 1 week of delay in submission on an incremental basis to a maximum of 10%. If the penalty goes beyond 10%, chips reserve the right to terminate the contract in addition to forfeiture of performance security."

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2 3	5.28 Liquidated Damages Page no. 106		5.28 Liquidated Damages Subject to clause for Force Majeure, if the bidder fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Selected Bidder repudiates the contract before completion of the work, the CHiPS, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 10 percent of the project cost from the Selected Bidder, as Liquidated Damages (LD).	Kindly amend the clause as below: Subject to clause for Force Majeure, if the bidder fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Selected Bidder repudiates the contract before completion of the work, the CHiPS, at its discretion, may without prejudice to any other right or remedy available to it under the contract recover at 0.5% of the Licence cost for every one week of delay in submission on an incremental basis to a maximum of 10% as Liquidated Damages (LD).		Please read as below: Subject to clause for Force Majeure, if the bidder fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Selected Bidder repudiates the contract before completion of the work, the CHiPS, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 10 percent of the project cost from the Selected Bidder, as Liquidated Damages (LD). LD would be applicable only when bidder does not perform any activity after the date of signing the agreement.

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2 4	Page no. 111		<p>ii) Arbitration CHiPS and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, CHiPS and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution to Secretary, Department of Electronics and Information Technology, Government of Chhattisgarh, Raipur, as single party Arbitrator in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final</p>	<p>Kindly amend the existing clause as below:</p> <p>ii) Arbitration CHiPS and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, CHiPS and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for Arbitration in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final and binding to all parties.</p>		<p>Please read as below: "ii) Arbitration CHiPS and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, CHiPS and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for Arbitration in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final and binding to all parties."</p>

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			and binding to all parties.			

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2 5	ANNEXURE VII: PRE-CONTRACT INTEGRITY PACT Page no. 128		<p>7. SANCTIONS FOR VIOLATIONS</p> <p>7.1.6. To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.</p> <p>7.1.7. To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the TENDERING AUTHORITY.</p>	<p>Request to amend the existing clause as below:</p> <p>7. SANCTIONS FOR VIOLATIONS</p> <p>7.1.6. To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.</p> <p>7.1.7. The purchaser will take the appropriate action against the BIDDER which can lead to very harsh consequence.</p>		As per RFP

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2 6	ANNEXURE VII: PRE-CONTRACT INTEGRITY PACT Page no. 130		<p>8. FALL CLAUSE The BIDDER undertakes that he has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the TENDERING AUTHORITY, if the contract has already been concluded.</p>	<p>Request the department to amend the Fall Clause as below:</p> <p>The BIDDER undertakes that he has not supplied/is not supplying similar product/systems or subsystems and having same scope of work, quantity, specifications, schedule for delivery, payment terms and all other applicable terms and conditions at a price lower than that offered in the present bid in respect of any other Department of Government of Chhattisgarh or PSU (owned by Govt of Chhattisgarh)</p>		As per RFP

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2 7	To be added		Savings Clause	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever. Kindly confirm.		Bidder will not be penalize, If the delay in performing because of sole attribute of CHiPS/department.
2 8	To be added		Deemed Acceptance	Request the department to add the below clause for smooth execution of the project: Services and/or deliverables shall be qualified & and eligible for claiming payment after 20 days of submission of deliverables incase Customer has not responded in writing to bidder or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 20 days time to correct in case of any rejection by Client. KIndly clarify		Below clause is added: The bidder should submit the invoice for claming the payment, if CHiPS/ department has not responded in writing with in 30 days to bidder after submission of reports and/ or deliverables as per Milestone/phase mentioned in the RFP. If CHiPS/department responded after 30 days of submission of reports and/ or deliverables, than bidder should incorporate the required suggestion/ changes and re submit for final approval.

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29	Payment terms		<p>User Acceptance in first 2 departments: 40% of the bid value quoted against line item no. 4 as per financial bid format</p> <p>User Acceptance in next 3 departments: 60% of the bid value quoted against line item no. 4 as per financial bid format</p>	<p>Please amend the clause as below:</p> <p>User Acceptance in first 2 departments: 60% of the bid value quoted against line item no. 4 as per financial bid format</p> <p>User Acceptance in next 3 departments: 40% of the bid value quoted against line item no. 4 as per financial bid format</p>		As per RFP
30	Payment terms		The prices for licenses are valid for a period of 3 years from date of UAT in first 2 departments.	The prices for licenses are valid for a period of 3 years from date of UAT in first 2 departments or 3 yrs. 6 months from the contract signing date which ever is earlier.		Please read as below: "The prices for licenses are valid for a period of 3 years from date of UAT in first 2 departments or 3 yrs. 6 months from the contract signing date which ever is earlier."
31	4.2 PROJECT ACTIVITIES AND TIMELINES ; Pg-20		The Selected Bidder will be implement the entire project in phase wise manner the total time span is 42 Months. The project will be implemented in Phases and maintenance period of 36 months through a central support structure.	<p>Request to amend the clause as below:</p> <p>The Selected Bidder will be implement the entire project in phase wise manner the total time span is 42 Months. The project will be implemented in Phases and maintenance period of 36 months through a central support structure.</p>		Please read as below: "The Selected Bidder will be implement the entire project in phase wise manner the total time span is 42 Months. The project will be implemented in Phases and maintenance period of 36 months through a central support

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				The project time starts from the signing of Contract between the Purchaser & selected bidder.		structure. The project time starts from the signing of Contract between the Purchaser & selected bidder."
3 2	Technical Support Manpower		The Selected Bidder Shall provide Technical Support Manpower (B.E./B.Tech/BCA/MCA/ M.E./ M.Tech) with minimum 3 Years of relative Experience.	Request department to kindly share the detailed Scope of Work of the Technical Support Manpower. We assume that the Technical Support Manpower will be responsible for giving functional support (Navigation within the Solution, Helping in uploading of the documents in the respository, flow of the application, user creation, generation of predefined reports on said parameters) of the respective department. Kindly confirm.		Technical Support Resources will be responsible for giving functional support (project creation, Navigation within the Solution, Helping in uploading of the documents in the respository, flow of the application, user creation, generation of predefined reports on said parameters) of the respective department.

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3 3	Operational Support Unit (OSU)		<p>The following are the roles and responsibility will be carried out by the OSU.</p> <ul style="list-style-type: none"> “ System administration “ Migration of transactional data if required “ Development of new form / report “ Generation of MIS report “ Supervision of Project “ Data back up “ Any changes in the workflow and core application framework “ Day to day support for smooth functioning of project 	<p>Department has asked for multiple skills in the Operational Support Unit and have only taken two resources for this purpose. Two no. of resources will not be able to cater the requirement in all the specified skills set. Hence we request the department to increase the number of resource count to 4 in OSU. [<i>Rationale : The resource who handles application support can only take care Development of new forms , changes in the workflows as per defined application architecture, but Data Backup , System Administration is to undertaken by different resource who had experience of such tasks so we expect a seperate resource,however to handle dashboard creation, reports creation / generation on require a dedicate skilled personal hence requested a resource for that, and now 4th resource shall be expert into handling Application performance, tuning & data integration perspective who can also closely monitor and application</i></p>		<p>In addition to the requirement of the RFP following clauses is added in OSU. "The bidder should include one onsite Technical resource of OEM during O & M phase of first six months after UAT in first 2 department.</p>

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				<p><i>performance and plan for proper release, configuration of the same.]</i></p> <p>Secondly we also recommend the department to take atleast 1 resource from the OEM itself for better Project execution.</p>		

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3 4	Intergation with other native systems & applications		Integration of project management software to billing system, statewide e- procurement system and other native systems to pull status information, workflow information and other attributes.	<p>We request to kindly quantify & share the names of systems which need to be integrated with the asked solution. This is very much required for to estimate the efforts. Following details are expected to properly extimate the task :</p> <p>a) No. of Systems to be Integrated b) Technical Platform of the Solution (eg. SAP, Oracle Apps,) c) Approximate transaction or interaction of these applications with the proposed application d) Formats of Integration (SOAP,XML, XLS , CSV...) e) Batch or Near Real Time based</p> <p>Secondly, we assume that supply of Middleware & other related software required for integrtaion will be provided by the department and will not be in our part of scope.</p> <p>Any other system to be integrated will be done through a change request mechanism.</p>		<p>1. supply of Middleware & other related software required for integrtaiion will be provided by the CHiPS/department and will not be in bidder scope. 2. Existing systems of the department may be integrated with this application. The technical platform of the solution may be orcale, SAP, etc.</p>

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3 5	Mobile Application		System should be based on thin clients and should not require installation of software on any of the client machines. The provision for accessing the system information through an app should be available for mobile devices.	Kindly clarify whether department needs a Mobile app?? If yes, than what all parameters are required in the Mobile App. As per our discussion with the department the no. of fields required in the Mobile app will be approx. 10. Kindly confirm..		Mobile Hybrid App is required with data field for site engineer/ site supervisor. The view of High level dashboard should also provide in the Mobile App.
3 7	COTS Software deployment-		The bidder should provide the required Enterprises Licenses for Operating System/ database (Microsoft server/ MS SQL/ Oracle) to run the COTS successfully.	Licensing of software depends upon the brand of S/w & Hardware Specifications in case of OS/DB. Request department to provide the OS & DB licenses also with the hardware. This will be give level playing field for all the SI's. Secondly, kindly clarify that who will be giving the Virtulisation Software Licenses. Please clarify.		Bidder is responsible for system software/ Databse (Microsoft server, MS SQL, Oracle etc.) for deployment of COTS software and should be provisioned for 5000 users.
3 8	Data Digitization		Data Digitization	Kindly provide the size & formats of different set of data available with the departments. Secondly we assume that the entire data will be provided centrally at Chips head Office Raipur? Kindly clarify This is needed for better		The paper size is A3/A4 and data will be provided in Raipur. The department will provide map/drawing in soft copy to successful bidder to upload in the application software during implementation phase.

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				understanding of scope and quantify the efforts.		
3 9	Data Digitization		Data Digitization	<p>Pl provide information on the below to assess the quantum of work to be undertaken -</p> <p># Max. no of pages to be scanned/digitized. # Pages format (A3, A4 etc...)??</p> <p>Kindly clarify..</p>		Max. no. of pages will be 1,00,000/- for all departments/ projects
4 0	Data Validation		Data Validation	<p>As per our discussion the respective departments & the consultant already appointed as CPMU will be validating and sharing the data which needs to be processed.</p> <p>Kindly confirm...</p>		Data will be provided by the department and after digitization final validation will be done by department. Consultant appointed as CPMU will facilitate the SI for this purpose.

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4 1	4.4 GENERAL SCOPE OF WORK: 2) Data Digitization of creation of master projects per department Pg 49		Master data build-up: Target Departments will provide master data for project management. Selected bidder will have to feed the data to software. Some data may be provided in soft copies which bidder will have to feed by using some utilities	Request the department to confirm on the below: In which language documents are available and in which language Data Entry has to be done? We assume that data entry to be done on english only however the labels can be presented in English and Hindi. [Rationale : If data captured in Hindi and English both then it will pose problems in making the data searchable and hence will adversely impact the reporting too.) Kindly confirm..		Documents are available in english, hindi and hand written for data digitization work. The system should be capable to data entry in English and Hindi. Yes, Data entry to be done on english only however the labels can be presented in English and Hindi, However CHiPS/department may instruct to bidder for data entry in English/Hindi.
4 2	Data Migration		New Clause	Is there any existing data to be migrated from any Legacy applications . If Yes, please share the nature of data and volume (In GBs). Please clarify. Also confirm that data to be migrated to the system(ONE TIME) shall be provide in the Wipro designed formats by the Dept in the Raipur.		Department will provide the available soft data to migrate in to the system related to the project and functional requirement of the RFP.
1	3 (3)	14/150	Average annual turnover of last 3 Financial Years	Please check if CA Certificate is ok in place of Statutory Auditor		CA certificate is acceptable
2	3 (3)	14/150	Net worth of last 3 Financial Years	Please check if CA Certificate is ok in place of Statutory Auditor		CA certificate is acceptable

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3	3 (4)	15/150	Projection completion certificate from client certified by Statutory auditor	Completion certificate from client will be difficult. Please check if Self certified completion certificate is ok. Also, please check in stead of Statutory auditor, if CA certificate is ok		CA certificate is OK
4	4.20.2	76/150	Termination notice of 30 days	The notice period should be of 90 days		As per RFP
5	5.4.3	84/150	EMD	Please check what is validity period for EMD		180 days from date of bid submission
6	5.19.1	97/150	Right to terminate if LD is more than 10% of total price	Please remove this clause		As per RFP
7	2.4	12/150	Contract duration can be extended by 1 year with mutual consent	Please ensure if prices to be quoted including additional 1 year or not. Also, if there is any option for rate revision for additional 1 year at the time of extension		This line is removed. It is typographical error
8	General		Payment Term	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.		As per RFP

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9	3	14	The Bidder, a single legal entity registered in India, should have an average annual turnover of the last three financial years (as per the last published Balance sheets), minimum of Rs. 50 Crore that is generated from IT/ ITeS business (FY 13-14 , FY14-15 and FY15-16).	Request to modify as the bidder/prime bidder in case of consortium should have a minimum average Annual turnover of Rs.500 Crores or equivalent USD (1 USD = Rs. 65) from IT/ITeS services for the last three Financial years (FY12-13 , FY 13-14and FY14-15)		As per RFP
10	3	14	Certificate from the statutory auditor	Kindly allow us to submit Chartered accountant certificate as SA certificate incurs cost and takes longer time to get issued.		CA certificate is acceptable
11	3	14	The bidder should have positive Net Worth in each of the last three Financial Years (FY 13-14 , FY14-15 and FY15-16)	Request to modify as the bidder/prime bidder in case of consortium should have positive Net Worth of atleast Rs.300 crores in each of the last three Financial Years (as on year ending on 31st March 2013, 2014 & 2015)		As per RFP

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1 2	3	15	Bidder should have executed / Executing minimum three software development/ customization projects in Central/State Government/PSU/Corporation/Quasi Government. Out of these three projects one project should be a COTS based Project management tool for managing the complete project cycle and value of this project should be more than 8 cr.	Request to modify as the bidder should have experience in at least 3 IT projects of worth not less than 10 Crores for India/International government entity and remove the COTS project requirement.		As per RFP
1 3	3	15	Bidder should have ISO 9001:2008 & CMMi Level 3 certification	Request to make CMMI level 5 mandatory so that there is no compromise on quality in terms of delivery,timelines and schedule.		As per RFP
1 4	Annexure 1	113	ANNEXURE I: FORMAT FOR POWER OF ATTORNEY	Kindly allow us to submit the Power of attorney in our own format.		As per RFP

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1 5	Annexure 4	118	The consent from Onsite Personnel proposed under this assignment should submit with declaration to work under this project for at least 3 years.	We will be providing only sample CV's during the bid response document preparation. As majority of our resources are billable and are currently allocated, it is difficult to put them on hold till the award of contract. Resources with higher or equivalent qualifications and experience will be provided once the contract is signed.		As per RFP
1 6	Technical Evaluation Criteria	92	The Commercial score of other Bidder(s) will be computed by measuring the respective Commercial bids against the lowest proposal.	As per Composite (T1 – L1) marks = $(TM * 0.70 + CM * 0.30) * 100$, we understand that the evaluation criteria is QCBS(70:30). Kindly confirm.		Yes
1 7	Sec 3	15	The bidder should have min 100 software developers on company payroll	Kindly modify this as The bidder should have minimum 10000 software developers on company payroll		As per RFP
1 8	Technical Evaluation Criteria	90	"The bidder should have implemented/ implementing a Enterprise Project Management System software in any State/ Central/ PSU/Public Sector Banks/Corporations government in	Kindly allow us to submit e-governance projects/workflow automation projects also instead of enterprise project management system projects alone.		As per RFP

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			India of value not less than 8 Crore in last 3 years"			
1 9	3	15	Out of these three projects one project should be a COTS based Project management tool for managing the complete project cycle and value of this project should be more than 8 cr.	Bidder would request for modifying this clause to "COTS based e governance " project		As per RFP
2 0	4.1	18	Data Digitization of two projects per departments.	Bidder would request for clarification on the term " two projects per deptt"		Any two projects of the department
2 1	4.2	21	Implementation of Virtual 3D Modelling for Infrastructure Project (3 Months)	Bidder would request for more details on "virtual 3d modelling" term used here	System must have functionality to virtually model the given area based on the available Open Street Map or Lidar data to represent the infrastructure buildings & landscape in 3D. With this	As per RFP

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					virtual model reference, one must be able to carry out various iterations such as insertion/modification of 3D models of building, roads, bridges etc., for planning, reviewing, for decision making and to arrive at early Estimation	
2 2	4.3	23	The proposed COTS should have all the features and functionalities mentioned in this RFP. The proposed solution should be from the single OEM for all the modules.	Please remove the 3d modelling and geo fencing/tagging tool requirement		As per RFP
2 3	4.3	24	the proposed software system should be able to integrate with the existing	Bidder would request for more details on existing PM software mentioned here in terms of		Any standard software for PM will be consider

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			project management software in the stakeholder government departments.	technological aspects, vendor details etc		
2 4	4.3	24	It should be possible to capture, update and report project progress data from project sites using mobile interfaces (mobile app).	Bidder seeks clarification on mobile app as to whether mobile browser access would suffice or not		Site Engineer/ Site supervisor should feed the data on site including geo tagging.
2 5	4.3	25	System should be capable of integrating with the existing treasury (namely e-kosh) and works monitoring system of Government agencies and any other Finance Management System.	Bidder would request for more details on existing existing systems mentioned here in terms of technological aspects, vendor details etc		As per RFP
2 6	4.3	33	Capability to have contractors participates in the project execution process. Assign vendors a login to the system so they can work like any other member. Security is maintained to ensure one contractor does not access/see the information of another contractor. The execution of tasks and workflows between internal	Bidder understands that contractors being external users will log on via internet, please confirm our understanding and also share tentative no. of contractors		Yes contractors are external user will log on via internet.

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			members and contractors is seamless and driven by their roles/security level in the project.			
27	4.3	38	Curate information from multiple e-governance systems if needed along with the project management system to provide a single actionable information dashboard to the decision makers in government	Bidder would request for more details on multiple e-gov systems mentioned here in terms of technological aspects, vendor details etc		As per RFP
28	4.3	41	System should be able to create an ILM (Infrastructure Lifecycle Management) structure fully compliant with IFC & Omni class to Collaborate around a single platform with all stakeholders. Ability for exporting ILM and SDFN Model -reedom to share ILM dataset in neutral format	Please remove this clause		As per RFP
29	4.3	41	Virtual Model creation support for one infrastructure project	Bidder would request for dropping single OEM clause since such exhaustive 3d virtual modelling tool has to be from some leading OEM in this field		As per RFP

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3 0	4.4	47	The survey report includes identification of any user level infrastructure enhancements, Network and connectivity requirement	Bidder understands that infrastructure enhancement cost shall be borne by CHiPS, please confirm our understanding or clarify accordingly		As per RFP
3 1	4.4	48	The Modules given above are Tentative & Scope of Work for Customization/ Development may change after detailed System Study & GAP Analysis	Bidder understands that any change in scope would be dealt with proper change management procedure, please confirm our understanding or clarify accordingly		Functional scope should meet with the requirement of the RFP
3 2	4.4	49	The bidder should provide the required Enterprises Licenses for Operating System/ database (Microsoft server/ MS SQL/ Oracle) to run the COTS successfully.	Bidder understands that only number of licenses required will be identified by bidder and subsequently procured by CHiPS. Please confirm or clarify accordingly		NO it should provided by the bidder and quote in to their commercial bid.
3 3	4.4	50	Creation of digital workflows and digital sign off provision for approval of key project milestones as well as documentation.	Bidder would request for clarification as to who will be responsible for procuring Digital Signatures		CHiPS/ Department
3 4	4.4	50	Warranty: The Selected Bidder shall obtain the 3 year product warranty and three year onsite free service warranty on all	Bidder understands that only COTS software warranty and service for 3 years is to be provided and for other licensed software , warranty will be taken care by CHiPS. Please confirm		Bidder is responsible for 3 years support of their software/ licenses provided with the bid.

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			licensed software	or clarify accordingly		
3 5	4.4	51	The Selected Bidder shall provide patches to the licensed software including the software, operating system, databases and other applications	Bidder would request for clarification on the responsibility of providing licensed software , its patches etc mentioned here		Clarified above
3 6	4.4	51	As part of hand holding services, bidder has to provide Centralized Helpdesk and Support for end users from Raipur location	Bidder would request for more details on helpdesk availability in terms of no. of hours per day and no. of days per week, toll free/contact number arrangement responsibility etc		The successful bidder has to provide onsite/off site Help Desk support to end user during office hour.
3 7	4.4	58	During the warranty period the Selected Bidder shall maintain the systems and repair / replace at the installed site, at no charge to the CHiPS, all defective components that are brought to the Selected Bidder notice	Bidder understands that only with AMC from OEM in place , bidder needs to coordinate with OEMs without involving any cost to be borne by bidder. Please confirm our understanding or clarify accordingly		Yes bidder is responsible for AMC and upgradation of patches for licenses.

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3 8	4.4	58	The Selected Bidder shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost to CHiPS in case the suggested procured hardware or software is not adequate to meet the service levels	Bidder would request for dropping of this clause, else keep change management provisions for this.		As per RFP
3 9	4.4	64	Backup has to be taken on tape, the backup will be provided to Nodal Officer of the Project	Bidder understands that backup tapes will be provisioned by CHiPS, please confirm our understanding or clarify accordingly		Bidder is responsible for backup tape.
4 0	4.6	70	The Agency shall perform the Data Quality Assessment for the Data digitized/ Migrated by Selected Bidder to the system.	Bidder would request for more details on data volumes and format for digitization/migration requirement		Please refer corrigendum
4 1	4.10	72	The required Hardware will be maintained by Data Centre Operator (DCO) and the Bidder shall coordinate with DCO for any issue related to hardware.	Bidder would request for more details on "DCO" in terms of roles/responsibilities of DCO so that Bidder can decide on deputing Infra staff accordingly		As per RFP

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4 2	4.17	75	One of the fundamental requirements of the proposed application is its scalability. The architecture should be scalable (cater to increasing load of internal and external users and their transactions) and capable of delivering high performance for at-least four years from the date of deployment.	Bidder would request for clarification on total no. of users, concurrency and future expansion scope		Already defined in the RFP
4 3	5.21	101	0.5% of the Total value of the Contract for every 1 week of delay in submission on an incremental basis to a maximum of 10%.	Bidder would request for modification of this clause so that delay caused by reasons attributed to bidder only will be considered for penalty and not otherwise		Already clarified in above query
4 4	5.21	102	High Level Issue L1: Call resolution time should be with in 24 Hours from call logging.....	Bidder would request for more details and defination on" L1, L2 and L3 " mentioned here		Already clarified in above query
4 5	Technical Evaluation Criteria	89	The bidder should have executed/executing IT/ITeS project in the state of Chhattisgarh where value should be greater than or equal to 5 crore	Please modify the clause as "The bidder should have executed/executing IT/ITeS project in India where value should be greater than or equal to 5 crore"		As per RFP

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4 6	Technical Evaluation Criteria	90	The product should be at least 90% compliance other wise the bidder would be technically disqualified.	Please modify the clause as "The product should be at least 70% compliance other wise the bidder would be technically disqualified."		As per RFP
4 7	4.4, FMS, Operation and maintenance for mentioned department	48, 58	CHiPS will provide the necessary Hardware (Server, Firewall etc.) and Operating system software/Databse (Microsoft server, MS SQL, Oracle etc.) for deployment of COTS software. The Selected Bidder shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost to CHiPS in case the suggested procured hardware or software is not adequate to meet the service levels	This is favoring OEMs. The additional licenses has to be provided by CHiPS		Required Database and OS for server licenses should be provided by Bidder.
4 8	3	15	The software solution should be proposed from single OEM	Please remove this Prequal criteria		As per RFP

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4 9	4.8 DATA RIGHTS	72	All data of the Application shall be the exclusive property of the CHiPS/department. In case when the contract is terminated for whatsoever reasons, end up of contract duration or when departments demands, the selected bidder shall have to transfer complete data to the CHiPS.	Please modify the Clause as below: All data of the Application solely and exclusively developed for CHiPS shall be the exclusive property of the CHiPS/department. In case when the contract is terminated for whatsoever reasons, end up of contract duration or when departments demands, the selected bidder shall have to transfer complete data to the CHiPS.		As per RFP

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5 0	4.11 USER ACCEPTANCE TESTS	72	The Bidder in the presence of CHiPS and/or its nominated agency will conduct acceptance tests at the site. The tests will involve installation and commissioning and trouble free operation of the COTS solution. No additional charges shall be payable by the CHiPS for such integration and carrying out these acceptance tests.	Please modify the Clause as below: The Bidder in the presence of CHiPS and/or its nominated agency will conduct acceptance tests at the site as per the schedule presented in the accompanying Technical Proposal. The application software (if any) will be delivered/installed for acceptance to CHiPS as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of CHiPS. CHiPS 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 CHiPS. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by CHiPS, will be notified to Bidder in writing not later	Bidder wishes to add certain clause pertaining to UAT.	As per RFP

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				<p>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. CHiPS will confirm acceptance in writing to Bidder. The CHiPS shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables.</p>		

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				<p>Please modify the Clause as below: The tests will involve installation and commissioning and trouble free operation of the COTS solution as mutually agreed upon. No additional charges shall be payable by the CHiPS for such integration and carrying out these acceptance tests; 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 CHiPS. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by CHiPS if the CHiPS (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</p>		As per RFP

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				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 CHiPS. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.		As per RFP
5 1	4.12 DELAYS IN THE BIDDER'S PERFORMANCE	73	Delivery of the COTS software and performance of the services shall be made by the Bidder in accordance with the time schedule specified in this Scope of Work. If any time during performance of the contract, the Bidder should encounter conditions impeding timely delivery of the services, the Bidder shall promptly notify the CHiPS in writing of the fact of the delay, its likely	Please modify the Clause as below: Delivery of the COTS software and performance of the services shall be made by the Bidder in accordance with the time schedule specified in this Scope of Work. If any time during performance of the contract, the Bidder should encounter conditions impeding timely delivery of the services, the Bidder shall promptly notify the CHiPS in writing of the fact of the delay, its likely duration and its cause(s) ; provided the delays are for reasons	Bidder's corporate policy is to limit the maximum penalty for SLA breach to 5% of the payment due for the period for which it is measured.	As per RFP

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			<p>duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the CHiPS in consultation with the Bidder shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance with or without a penalty. The decision of the CHiPS in this matter shall be final.</p>	<p>solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the CHiPS. As soon as practicable after receipt of the Bidder's notice, the CHiPS in consultation with the Bidder shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance with or without a penalty. The decision of the CHiPS in this matter shall be final. The penalty shall be payable only for the SLA breach for reasons solely attributable for the Bidder and such penalty shall be CHiPS's sole and exclusive remedy for all delays herein.</p>		

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5 2	4.20.2 Transfer of Assets		a) CHiPS shall be entitled to serve notice in writing on the Selected Bidder, at any time during the exit management period as detailed hereinabove requiring the Selected Bidder and/or its sub-Selected Bidders to provide the CHiPS with a complete and up to date list of the Assets within 30 days of such notice. CHiPS shall then be entitled to serve notice in writing on the Selected Bidder, at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Selected Bidder to sell the Assets, if any, to be transferred to CHiPS or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.	Please modify the Clause as below: a) CHiPS shall then be entitled to serve notice in writing on the Selected Bidder, at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Selected Bidder to sell the Assets, if any, to be transferred to CHiPS or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.	Repetition, hence deleted	As per RFP
5	5.17Confide	96		Bidder wishes to make the	Bidder propose	As per RFP

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3	Confidentiality (page 96)			<p>Confidentiality clause mutual.</p> <p>This confidentiality restriction shall be for the term of the resultant contract and for a period of two years thereafter.</p> <p>This restriction does not limit the right to use information contained in the data if it:</p> <p>a. Is obtained from another source without restriction.</p> <p>b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;</p> <p>c. becomes generally known to the public without violation of this Proposal;</p> <p>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;</p> <p>e. is required to be provided under any law, or process of law duly executed.</p>	<p>to make the clause mutual and propose inclusion of obligation period and exceptions to CI.</p>	<p>As per RFP</p> <p>As per RFP</p> <p>As per RFP</p> <p>As per RFP</p> <p>As per RFP</p> <p>As per RFP</p>

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5 4	5.19.1 Termination Clause		CHiPS reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by CHiPS under the following circumstances:-	Please modify the Clause as below: CHiPS reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by CHiPS under the following circumstances:-		As per RFP
	i) Right to Terminate the Process	297	· The selected bidder commits a breach of any of the terms and conditions of the bid.	Please modify the Clause as below: · The selected bidder commits a material breach.		
			The bidder goes into liquidation, voluntarily or otherwise.	The bidder goes into liquidation, voluntarily or otherwise..		
			· An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.	Clause deleted		
			· If the selected bidder fails to complete the assignment as per the time lines prescribed in the TENDER and the extension if any allowed, it will be a breach of contract. The CHiPS reserves its right to cancel the order in the event of delay and forfeit the bid security a liquidated damages for the delay.	· If the selected bidder fails to complete the assignment as per the time lines prescribed in the TENDER and the extension if any allowed, it will be a material breach of contract; provided the defects/delays are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the CHiPS. The CHiPS reserves its right to cancel the order in the event of delay and		

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				forfeit the bid security a liquidated damages for the delay.		
			· If deductions of account of liquidated damages /Penalty exceeds more than 10% of the total contract price.	· If deductions of account of liquidated damages /Penalty exceeds more than 5% of the total delayed goods or services for the contract price. The liquidated damages /Penalty shall be payable only for the SLA breach for reasons solely attributable for the Bidder and such liquidated damage/Penalty shall be CHiPS's sole and exclusive remedy for all delays herein.	Bidder's corporate policy is to limit the maximum penalty for SLA breach to 5% of the payment due for the period for which it is measured.	
			· In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, CHiPS reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.	· In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, CHiPS reserves the right to procure the same or similar services from alternate sources at the maximum 5% of the risk, cost and responsibility of the selected bidder.		

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			<p>After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, CHiPS reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which CHiPS may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.</p>	<p>After award of the contract, if the selected bidder does not perform or delays execution of the contract, CHiPS reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which CHiPS may have to incur in executing the balance contract which may not exceed a maximum 5% of the contract price of the delayed goods or services. This clause is applicable, if for any reason, the contract is cancelled; provided the defects/delays are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the CHiPS.</p>		
				<p>The Bidder wishes to have similar termination rights. Further, the parties shall by providing 30 days written notice can terminate the contract.</p>	<p>Bidder wants to have a similar right of termination in case of default and non payment of fees by CHiPS.</p>	

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					Further, Termination for convenience proposed.	
				Notwithstanding anything, the Bidder may terminate this Agreement for cause if CHiPS materially breaches this contract, provided Bidder gives CHiPS notice of such breach and it remains uncured after 30 days following notice.		
				If any amount due and payable by CHiPS under the Agreement is more than 30 days overdue; and there is no dispute between CHiPS and Bidder in relation to that amount, Bidder may issue to CHiPS a notice that payment is overdue. If CHiPS fails to pay Bidder within 7 days after the date of such notice, Bidder may by a further notice to CHiPS terminate the contract or at its election withdraw services or stop performance of its obligations until payment is made.		

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5 5	5.19.2 Penalty	98	The Bidder shall perform its obligations under the agreement entered into with the CHiPS, in a professional manner. In the event of failure to maintain the SLA, penalty would be levied up to a maximum of 10% of the total service cost. CHiPS may recover such amount of penalty from any payment being released to the Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the CHiPS has to take corrective actions to ensure functionality of its property, the CHiPS reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. CHiPS may impose penalty to the extent	Please modify the Clause as below: The Bidder shall perform its obligations under the agreement entered into with the CHiPS, in a professional manner. In the event of failure to maintain the SLA, penalty would be levied up to a minimum of 0.5% of the total service cost for the delayed goods or services, subject to a maximum of 5% of the total service cost for the delayed goods or services. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the CHiPS has to take corrective actions to ensure functionality of its property, the CHiPS reserves the right to impose penalty, which may be equal to 5% of the delayed cost it incurs or the loss it suffers for such failures; provided the act, failure or defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the CHiPS. The penalty shall be payable only for the SLA breach for reasons solely attributable for the Bidder and such liquidated damage shall be	Bidder's corporate policy is to limit the maximum penalty for SLA breach to 5% of the payment due for the period for which it is measured.	As per RFP

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			of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.	CHiPS's sole and exclusive remedy for all delays herein.		
				CHiPS may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder, in all other cases it shall be to the account of CHiPS.		
			· The CHiPS shall implement all penalty clauses after giving due notice to the bidder.	· The CHiPS shall implement all penalty clauses after giving due notice to the bidder.		
			· If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the CHiPS reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.	· If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the CHiPS reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.		

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5 6	5.19.5 Force Majeure	100	New Clause	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 Agreement 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 Agreement.	Bidder wishes to add certain clause relating to force majeure clause.	As per RFP
5 7	3.21 Service Level Agreement (SLA)	101	0.5% of the Total value of the Contract for every 1 week of delay in submission on an incremental basis to a maximum of 10%.	Please modify the Clause as below: 0.5% of the Total value of the Contract for the delayed goods or services for every 1 week of delay in submission on an incremental basis to a maximum of 5% of the delayed goods or services.	Bidder's corporate policy is to limit the maximum penalty for SLA breach to 5% of the payment due for the period for which it is measured.	As per RFP

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			If the penalty goes beyond 10%, chips reserve the right to terminate the contract in addition to forfeiture of performance security.	Please modify the Clause as below: If the penalty goes beyond 5% of the delayed goods or services, chips reserve the right to terminate the contract in addition to forfeiture of performance security. The penalty shall be payable only for the SLA breach for reasons solely attributable for the Bidder and such liquidated damage shall be CHiPS's sole and exclusive remedy for all delays herein.		As per RFP
5 8	5.22 Right Of Monitoring, Inspection And Periodic Audit	103		Please modify the Clause as below: Audit shall not occur more than once in each calendar year and shall be conducted expeditiously, efficiently, and at reasonable business hours. The CHiPS shall not have access to the proprietary data of, or relating to, any other customer of the Bidder, or a third party or the Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with the Bidder's ability to perform the services in accordance with the service levels, unless the CHiPS relieves the Bidder from meeting the applicable service levels.	Bidder wishes to propose certain stances to the existing audit clause	As per RFP

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5 9	5.25 Indemnity	103	<p>The Selected Bidder shall execute and furnish to the CHiPS, a Deed of Indemnity in favour of the CHiPS, in a form and manner acceptable to CHiPS, indemnifying CHiPS from and against any costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period arising out of:</p> <ul style="list-style-type: none"> · Negligence or wrongful act or omission in connection with or incidental to this Contract; or · Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder or its team . <p>The indemnity shall be to the extent of 100% of</p>	<p>Please modify the Clause as below: The Selected Bidder shall execute and furnish to the CHiPS, a Deed of Indemnity in favour of the CHiPS, in a form and manner acceptable to CHiPS, indemnifying CHiPS from and against any costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period arising out of:</p> <ul style="list-style-type: none"> · Negligence or wrongful act or omission in connection with or incidental to this Contract; or <p>The indemnity shall be to the extent of 100% of project cost in favour of</p>	<p>Bidder as a general practice does not give indemnity of general nature. Hence it proposes the deletion of this clause.</p>	<p>As per RFP</p>

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			project cost in favour of the CHiPS.	the CHiPS.		
				As a condition to avail the foregoing indemnity, the CHiPS agrees to notify BIDDER in writing of the claim; and allow the BIDDER to control, and cooperates with the CHiPS in, the defense and any related settlement negotiations.		
				In the event that CHiPS is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any deliverable as a result of or in connection with any claim for which BIDDER is required to indemnify CHiPS under this Clause according to a final decision of the courts or in the view of BIDDER, BIDDER, may at its own expense and option: (i) procure for CHiPS the right to continue using such deliverable; (ii) modify the deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such		

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				<p>measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, BIDDER shall refund CHiPS the fees effectively paid for that deliverable by CHiPS subject to depreciation for the period of use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of BIDDER and the exclusive remedy of CHiPS in matters related to infringement of third party intellectual property rights.</p>		

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				<p>BIDDER shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Bidder's compliance with CHiPS's specific technical designs or instructions (except where BIDDER knew or should have known that such compliance was likely to result in an infringement claim and CHiPS did not inform CHiPS of the same); (ii) inclusion in a deliverable of any content or other materials provided by CHiPS and the infringement relates to or arises from such CHiPS materials or provided material; (iii) modification of a deliverable after delivery by BIDDER to CHiPS if such modification was not made by or on behalf of BIDDER ; (iv) operation or use of some or all of the deliverable in combination with products, information, specification, instructions, data, materials not provided by BIDDER ; or (v) use of the deliverables for any purposes for which the same have not been designed or developed or other than</p>		

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				<p>in accordance with any applicable specifications or documentation provided under the applicable statement of work by BIDDER ; or (v) use of a superseded release of some or all of the deliverables or CHiPS's failure to use any modification of the deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by BIDDER .</p>		

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6 0	5.28 Liquidated Damages	106	Subject to clause for Force Majeure, if the bidder fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Selected Bidder repudiates the contract before completion of the work, the CHiPS, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 10 percent of the project cost from the Selected Bidder, as Liquidated Damages (LD).	Please modify the Clause as below: Subject to clause for Force Majeure, if the bidder fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Selected Bidder repudiates the contract before completion of the work, the CHiPS, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover minimum of 0.5% of the delayed goods/services subject to a maximum of 5 percent of the project cost for the delayed goods/services from the Selected Bidder, as Liquidated Damages (LD). The Liquidated Damages shall be payable only for reasons solely attributable for the bidder and such liquidated damage shall be CHiPS's sole and exclusive remedy for all delays herein.	Bidder's corporate policy is to limit the maximum penalty for SLA breach to 5% of the payment due for the period for which it is measured.	As per RFP

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			<p>In case it leads to termination, CHiPS shall give thirty days' notice to the Selected Bidder of its intention to terminate the contract and shall so terminate the contract unless during the thirty days' notice period, the Selected Bidder initiates remedial action acceptable to the CHiPS.</p>	<p>Please modify the Clause as below: In case it leads to termination, CHiPS shall give thirty days' notice to the Selected Bidder of its intention to terminate the contract and shall so terminate the contract unless during the thirty days' notice period, the Selected Bidder initiates remedial action acceptable to the CHiPS.</p>		
			<p>The CHiPS may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Selected Bidder in its hands (which includes the CHiPS right to claim such amount against Selected Bidder's Bank Guarantee) or which may become due to the Selected Bidder. Any such recovery or liquidated damages shall not in any way relieve the Selected Bidder from any of its obligations to complete the</p>	<p>The CHiPS may without prejudice to its right deduct the amount of liquidated damages from any money belonging to the Selected Bidder in its hands (which includes the CHiPS right to claim such amount against Selected Bidder's Bank Guarantee) or which may become due to the Selected Bidder. Any such recovery or liquidated damages shall not in any way relieve the Selected Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.</p>		

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			work or from any other obligations and liabilities under the Contract.			
6 1	5.29 Dispute Resolution	106	· The CHiPS may terminate this contract, by giving a written notice of termination of minimum thirty days, to the Selected Bidder, if the Selected Bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to above Clause.	Please modify the Clause as below: · The Parties may terminate this contract, by giving a written notice of termination of minimum thirty days, to the other, if the other Party fails to comply with any decision reached consequent upon arbitration proceedings pursuant to above Clause.	Last proviso made mutual.	As per RFP
6 2	5 GENERAL	108	No Assignment	Please modify the Clause as below: No Assignment		As per RFP
			· The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of CHiPS.	· The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of CHiPS, which shall not be withheld.		
			Entire Contract	Entire Contract		

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			<ul style="list-style-type: none"> The terms and conditions laid down in the Tender and all annexures thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter. 	<ul style="list-style-type: none"> The terms and conditions laid down in the Tender and all annexures thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter. 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. 		
			Ø TAXES	Ø TAXES		
			<ul style="list-style-type: none"> Bidders are required to quote the charges inclusive of all Taxes. The same would be shown as a separate line item in the commercial 	<ul style="list-style-type: none"> Bidders are required to quote the charges exclusive of all Taxes, sales, use, value added tax, service , GST 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. The same would be shown as a separate line item in the commercial 	Prices are exclusive of taxes. Bidder wishes to propose certain provisions pertaining to taxes.	As per RFP
			<ul style="list-style-type: none"> The taxes, as applicable, shall be reimbursed by 	<ul style="list-style-type: none"> The taxes, as applicable, shall be reimbursed by CHiPS to the selected 		

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			CHiPS to the selected bidder.	bidder.		
				Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of CHiPS. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.		
6 3	Ø TAXES	110	· Bidders are required to quote the charges inclusive of all Taxes. The same would be	Please modify the Clause as below: · Bidders are required to quote the charges exclusive of all Taxes. The same would be shown as a separate line item in the commercial form in e-procurement portal.	Price are exclusive of taxes	As per RFP
			shown as a separate line item in the commercial form in e-procurement portal.	· Any upward/downward revision of taxes shall be applicable at the time of invoicing.		

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			<p>· Any upward/downward revision of taxes shall be applicable at the time of invoicing.</p>	<p>However, to arrive at the bid value of the respective bidder, bidder has to quote the charges exclusive of all taxes mentioning the prevailing tax rates including any sales, use, value added tax, service , GST 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, CHiPS 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 CHiPS. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the Bank. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</p>		
			<p>However, to arrive at the bid value of the respective bidder, bidder has to quote the</p>			

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			charges inclusive of all taxes mentioning the prevailing tax rates.			
6 4	5.37; ii) Arbitration	112	<p>CHiPS and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the</p> <p>Contract. If, after thirty (30) days from the commencement of such informal negotiations, CHiPS and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution to Secretary, Department of Electronics and Information Technology, Government of Chhattisgarh, Raipur, as single party Arbitrator in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final and</p>	<p>Please modify the Clause as below: CHiPS and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the</p> <p>Contract. If, after thirty (30) days from the commencement of such informal negotiations, CHiPS and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution and mutually appoint a single party Arbitrator in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final and binding to all parties.</p>	Arbitrator need to be a neutral person, same cannot be one-sided.	Please refer clarification in above query

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			<p>binding to all parties.</p> <p>All Arbitration proceedings shall be held at Raipur, Chhattisgarh, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.</p>	<p>All Arbitration proceedings shall be held at Raipur, Chhattisgarh, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.</p>		
6 5	ANNEXURE III - DRAFT PERFORMANCE GUARANTEE	117		<p>Notwithstanding anything contained hereinabove:</p> <p>a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)</p> <p>b) This Guarantee shall remain in force up to and including _____ (including claim period of three months)</p> <p>Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of CHiPS under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities</p>	Bidder wishes to add certain bank clause	As per RFP

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				mentioned hereinabove.		
ANNEXURE VI: PRE-CONTRACT INTEGRITY PACT						
6 6	8. FALL CLAUSE	129	The BIDDER undertakes that he has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER		Bidder wishes to delete the clause as every bid and every transactions are different having its own unique dynamics such as quantity, quality, and territory in which to be supplied. Thus prices are not comparable	As per RFP

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			to the TENDERING AUTHORITY,. if the contract has already been concluded.			
ANNEXURE III -DRAFT PERFORMANCE GUARANTEE						
6 7	ANNEXUR E III - DRAFT PERFORMANCE GUARANT EE	52		<p>This Bank Guarantee issued by _____ Bank, on behalf of the Bidder in favor of CHiPS is in respect of the Contract/agreement dated _____.</p> <p>As communicated by Bidder on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Bidder by CHiPS, in respect of pervious contracts between Bidder and CHiPS.</p> <p>As communicated by Bidder on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Bidder and CHiPS.</p> <p>Notwithstanding anything contained hereinabove:</p>	Bidder wishes to propose certain bank clause	As per RFP

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				<p>a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)</p> <p>b) This Guarantee shall remain in force up to and including _____ (including claim period of three months)</p> <p>Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of CHiPS under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove</p>		
				ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT		As per RFP
6			Additional Clause	Change Management Procedure		As per RFP

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8				<p>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 CHiPS 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 CHIPS for its approval within a reasonable time period. Bidder will incorporate the change after receiving the CHiPS written approval. In case of delay in approval by the CHiPS, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p>		As per RFP

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				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 CHiPS. These will be evaluated jointly by the CHiPS and Bidder and will be provided by the CHiPS at no cost to Bidder.		As per RFP
6 9			Additional Clause	Warranty Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications. This warranty shall remain valid for three (3) months after the acceptance of the software by the CHiPS or three (3) months after the delivery of the software, whichever is earlier.		As per RFP
				CHiPS 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.		

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				<p>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the CHiPS. 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 CHiPS without the written permission of Bidder; or (iv) defects in components or materials provided</p>		

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				to Bidder by CHiPS in connection with the preparation of the deliverable.		
				In case of breach of this warranty, CHiPS'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 CHiPS if already paid by the CHiPS.		
				EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO CHIPS, 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		

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				WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.		
7 0			Additional Clause	Cost Escalation 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 CHiPS, non-availability of facilities at the CHiPS, increase in the scope of the agreed Change-Requirements or increase in the CHiPS's Implementation support requirements etc., Bidder will bring this to the attention of the CHiPS. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.		As Per RFP
7			Additional Clause	Liability		

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1				<p>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 CHiPS 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 CHiPS, 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 CHiPS. Such failures or delays shall be brought to the notice of the CHiPS and subject to mutual agreement with the CHiPS, then Bidder shall take such</p>		As per RFP

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				actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the CHiPS for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.		
				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.		
				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 CHiPS 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)		

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				willful misconduct or (b) indemnification against third party claims for infringement.		
7			Additional Clause	Intellectual property rights		As Per RFP
2				All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder's 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 CHiPS 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 CHiPS the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorizes CHiPS to (a) separate Bidder pre-existing IP from the deliverable/software in which		

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				they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP.		
				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 CHiPS shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.		
7			Additional Clause	Travel and Related Expenses		As Per RFP

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3				Should the assignment require any travel by any Bidder expert outside their respective base location(s), the CHiPS will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.		
7 4			Additional Clause	Nonexclusively Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.		As Per RFP
7 5			Additional Clause	Independent Relationship This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.		As Per RFP
7			Additional Clause	Tata Code of Conduct:		As Per RFP

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6				The business activities of the Bidder are self-regulated by the “Tata Code of Conduct”. The CHiPS undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received.		
7 7	4.1	18	Customization and Deployment of Commercial off the Shelf (COTS) Portfolio and Project Management (PPM) software including end to end Works Monitoring System (WMS	Please allow us to deploy Bespoke solution		As Per RFP
1	4.4	48	COTS Software deployment- The selected bidder will deploy the COTS software at the CG state data center. CHiPS will	In this clause first part is saying that CHiPS will provide the necessary Hardware (Server, Firewall etc.) and Operating system software/		Please ignore first part related to Database and Server OS licenses. “The bidder should provide the required Enterprises Licenses for Operating System/ database (Microsoft server/ MS SQL/ Oracle) to run the

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			<p>provide the necessary Hardware (Server, Firewall etc.) and Operating system software/</p> <p>Database (Microsoft server, MS SQL, Oracle etc.) for deployment of COTS software. The Bidder has to provide number of servers and other hardware, software required to run the COTS Software as per specification provided.</p>	<p>Database (Microsoft server, MS SQL, Oracle etc.) for deployment of COTS software however later part in the same clause is saying “The bidder should provide the required Enterprises Licenses for Operating System/ database (Microsoft server/ MS SQL/ Oracle) to run the COTS successfully.”</p> <p>Kindly clarify whether to consider the cost in the proposal or not.</p>		COTS successfully.”
2			The Bidder has to provide the list of hardware and software required from state data centre in technical proposal. The bidder should provide the required Enterprises Licenses for Operating System/ database	The first part of the clause is insisting bidder to just provide the list (Sizing) of the Hardware & Software however later part is emphasizing on supply of the software and hardware. So please clarify whether to consider the Hardware & Software in that		<ol style="list-style-type: none"> 1. The bidder should provide the number of servers required as per Annexure provided in the RFP after sizing of server as per the requirement. 2. “The bidder should provide the required

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			(Microsoft server/ MS SQL/ Oracle) to run the COTS successfully.	proposal or CHIPS will provide the same.		Enterprises Licenses for Operating System/ database (Microsoft server/ MS SQL/ Oracle) to run the COTS successfully.”
3		Page 50 “Warranty”	The Selected Bidder shall obtain the 3 year product warranty and three year onsite free service warranty on all licensed software	Support expected is for 3 years or for 6 years.		Total 3 years support is required after UAT in first 2 department.
4		Page no 52. Backup & recovery	Backup and Recovery: The Selected Bidder shall ensure that a periodic backup of OS, configurations, etc. is done and recovery of the same when needed for the servers.	It is assumed that the required Hardware and software to perform backup activity will be provided by CHIPS. Please clarify		The bidder should responsible for Hardware and software both like Tape Library
5		Page 53 point no 5 - Tranining	The selected Bidder would provide Printed Training Material. The Selected Bidder would also provide assistive videos and soft copies of training which can be downloaded by the users for Training	If we provide a training material in Soft-format to promote green initiative will it be acceptable to CHIPS. Please clarify		As per RFP
6		Page 53 point no 5 - Tranining	The Training Program would be extensive with imparting hands-on training so that the	We assume that the infrastructure & computer will be provided by CHIPS. Kindly clarify.		Yes

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S N	TENDER Document Reference(s) (Section & Page Number(s))	Page No.	Content of TENDER requiring Clarification(s)	Points of Clarification	Remarks if Any	Response From CHiPS
			departmental staff gets trained on the software accessibility/ Troubleshooting in such a manner that they are able to work independently on the computers			
		Bidder Experience and Technical capability	Bidder should have executed / Executing minimum three software development/customization projects in Central/StateGovernment/PSU/Corporation/QuasiGovernment. Out of these three projects one project should be a COTS based Project management tool for managing the complete project cycle and value of this project should be more than 8 cr.	Bidder should have executed / Executing minimum three software development/ Request you to change the clause as below customization projects in Central/StateGovernment/PSU/Corporation/QuasiGovernment. Out of these three projects one project should be of a value more than 8 cr.		As Per RFP
		Page 90, Point no 7 Technical Capability of Bidder	The bidder should have implemented/ implementing the application Software for any State/ Central/ PSU/ Public Sector Banks/Corporations government in India of value	The bidder should have implemented/ implementing the project includes application Software for any State/ Central/ PSU/ Public Sector Banks/Corporations government in India of project value should not less		Please read as below " The bidder should have implemented/ implementing the project includes application Software for any State/ Central/ PSU/ Public

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			not less than 8 crore for each project.	than 8 crore for each project.		Sector Banks/Corporations government in India of value not less than 8 crore for each project.